

***Live Oak Lake  
Community Development District***

***Agenda***

***May 3, 20223***

# AGENDA

***Live Oak Lake***  
***Community Development District***  
219 E. Livingston St., Orlando, FL 32801  
Phone: 407-841-5524

April 26, 2023

**Board of Supervisors  
Live Oak Lake  
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Live Oak Lake Community Development District** will be held **Wednesday, May 3, 2023, at 2:30 PM at the West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://us06web.zoom.us/j/99200001236>

Zoom Call-In Information: 1-646-876-9923

**Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the April 5, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2023-06 Approving Fiscal Year 2024 Proposed Budget and Setting a Public Hearing
5. Consideration of OUC Lighting Service Agreement
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Bald Cypress and Red Maple Tree Replacement
  - D. District Manager's Report
    - i. Check Register
    - ii. Balance Sheet
    - iii. Presentation of Registered Voters- 1,154
7. Other Business
8. Supervisors Requests and Audience Comments
9. Adjournment

# MINUTES

**MINUTES OF MEETING  
LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Live Oak Lake Community Development District was held on Wednesday, **April 5, 2023** at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida and via Zoom.

Present and constituting a quorum:

Scott Stearns	Chairman
Andrea Stevens	Vice Chairperson
Kimberly Locher	Assistant Secretary
Mel Gray Marshall <i>via Zoom</i>	Assistant Secretary
Ned Bowman <i>via Zoom</i>	Assistant Secretary

Also present were:

Tricia Adams	District Manager/GMS
Sarah Sandy <i>via Zoom</i>	District Counsel, Kutak Rock
Nicole Stalder <i>via Zoom</i>	District Engineer, Dewberry
Clayton Smith	Field Operations Manager, GMS
Jarrett Wright	Assistant Field Services Manager, GMS

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Adams called the meeting to order. Three Supervisors were present in person constituting a quorum, and two Supervisors participated via Zoom.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Adams opened up the public comment period. No members of the public were present in person at the meeting. Resident (Rod Santamoro, 2607 Meadow Edge Loop) participating via Zoom asked if it was possible to hold the meetings closer to Twin Lakes where the CDD is located, and Ms. Adams stated that this is not a question-and-answer portion and noted that the Board has heard his statement and thanked him for his comment.

**THIRD ORDER OF BUSINESS****Approval of Minutes of the January 4, 2023  
Audit Committee and Board of Supervisors  
Meetings**

Ms. Adams presented the minutes from the Audit Committee meeting on January 4, 2023 as well as the Board of Supervisors meeting that can be found in the agenda packet and asked for any comments, corrections, or questions from the Board. There being no changes, she asked for a motion of approval.

On MOTION by Ms. Stevens, seconded by Mr. Stearns, with all in favor, the Minutes of the January 4, 2023 Audit Committee and Board of Supervisors Meetings, were approved.

**FOURTH ORDER OF BUSINESS****Ratification of Audit Engagement Letter with  
Grau & Associates**

Ms. Adams noted that the audit agreement with Grau & Associates can be found in the agenda packet and stated that Grau was ranked number one in the audit committee meeting and staff was directed to prepare an agreement. The agreement was signed by the Chairman prior to the meeting and in order to move forward with the Fiscal Year 2022 audit the Board will need to ratify the engagement letter.

On MOTION by Ms. Stevens, seconded by Ms. Locher, with all in favor, the Audit Engagement Letter with Grau & Associates, was ratified.

**FIFTH ORDER OF BUSINESS****Ratification of Special Warranty Deed Phase  
4A & 7A**

Ms. Adams stated that this is relative to the conveyance of the storm water parcels that the Board members approved at the January meeting. Ms. Sandy added that the acquisition was completed and asked for the Board to ratify the execution of this business.

On MOTION by Mr. Stearns, seconded by Ms. Locher, the Special Warranty Deed Phase 4A & 7A, was ratified.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Sandy had nothing further for the Board and offered to answer any questions they might have. Hearing none, the next item followed.

**B. Engineer**

Ms. Stalder had nothing to report to the Board and offered to answer any questions they might have. Hearing none, Ms. Adams asked the Chair to excuse the engineer from the rest of the agenda.

**C. Field Manager's Report**

Mr. Wright presented the field manager's report to the Board which was included in the agenda packet. He talked about planter pots with new plant installation, and that Juniper will be making plant changes for free due to storm damages. Dead plants have been removed from the roundabout to improve sightlines. Review of the three ponds with the landscaper will be prepared to assume maintenance. Mr. Smith noted that there has been some relapse in grass due to increased heat and not enough rain. He is on top of this issue with Juniper and IMC to increase the percentage of waters and they will be doing some daytime waterings to recover the growth. A lengthy discussion about irrigation and water needs continued and it was noted that Juniper and the Irrigation consultant do meet every week. Continuing with the report, Mr. Wright reported that the contracted mulch has been completed.

After the four plant proposals from Juniper were discussed, Mr. Wright circled back about the dead trees around the ponds. All the trees are being inspected and he is waiting for an official number. Some of the Cypressess have already started to bloom and some of the trees may just still be dormant. Mr. Wright will bring numbers to the next meeting for this issue.

Midge mitigation continues with installation of fish in both ponds on the west side of the property. He is also recommending shoreline plantings to help as fish installation can sometimes fail. They are still working with the vendor for potential spray treatments for the whole property and will get an exact breakdown to bring back to the Board.

There was a discussion about the possibility of residents adding fish to the ponds and the impact it may have on them. Staff cleaned up the ponds and removed ten full trash bags full of debris and dirt. In reviewing the ponds, you could see the fish congregating as if they are being

fed. Staff will look into contacting the HOA to send out an email blast to educate people about the benefit of the midge program and what the CDD is trying to accomplish and how adding to the pond may counteract the program.

Mr. Wright noted that three fountains need attention. They would like to change out the electrical box control system for an updated system. To replace no. 2 and do repairs on fountains no. 3 and 5 the total cost is \$12,400. Mr. Smith stated that he's gotten quotes for replacement fountains as high as \$15,000. Residents do tend to complain about fountains that are not working and there are usually complaints about placements of fountains when they are returned.

**i. Consideration of Amendment to Juniper Maintenance Agreement with Addition of Three Ponds**

Ms. Adams stated that this is for the maintenance around the ponds that were recently conveyed to the District and the proposal can be found in the agenda packet. Juniper has been directed to tend to the ponds once a month until the agreement was decided upon with an addition of \$570 per visit for a total of \$21,660 annually.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, the Amendment to Juniper Maintenance Agreement with Addition of Three Ponds, was approved.
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Ms. Adams noted that the proposal from Solitude for aquatic service maintenance for the ponds that were recently conveyed to the District was passed out under separate cover and the contract terms are for \$9,291.52 annually. Mr. Wright added that he believes the rates are reasonable and he thinks they are doing a good job with the other ponds in the area. He recommends starting as soon as possible because the longer they wait with the lack of rain and the heat there will be unwanted blooms if they are not maintained.

On MOTION by Mr. Stearns, seconded by Ms. Stevens with all in favor, the Amendment to Solitude Agreement for Aquatics Services with Addition of Three Ponds , was approved.
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- ii. Consideration of Proposal from Juniper to Replace Plants at Roundabout Bed No. 1**
- iii. Consideration of Proposal from Juniper to Replace Plants at Roundabout Bed. No. 2**
- iv. Consideration of Proposal from Juniper to Replace Plants at Roundabout in Small Bed**
- v. Consideration of Proposal from Juniper to Replace Plants at Roundabout in Center Island Bed**

Ms. Adams noted that the proposals can be found in the agenda packet after the field managers' report, and they are all separate. They can be taken as a slate, a not to exceed, or individually. The total for the four plant replacement improvements is \$10,564.61. Mr. Stearns added that for items ii through v they would be looking for a motion of not to exceed \$7,000 based on field review. To clarify, Ms. Adams noted that there has been a motion to approve four proposals with Juniper for the roundabouts and small beds to approve a not to exceed of \$7,000 for the four projects and asked for any Board discussion. Mr. Stearns wanted to add to the motion that Ms. Stevens would negotiate the engineering in the field with staff and concluding not to exceed \$7,000. The motion was amended as such.

On MOTION by Ms. Stevens, seconded by Mr. Stearns, with all in favor, the Four Juniper Proposals (ii-v) with a Not to Exceed Amount of \$7,000 with Supervisor Stevens Negotiating, was approved.

**vi. Consideration of Proposal from Solitude to Repair Fountain No. 2**

Mr. Wright presented the proposal for light repairs. This consists of sending the lights back to the factory to be serviced and sent back with working lights and an extended warranty for a total of \$1,311.70.

**vii. Consideration of Proposal from Solitude to Repair Fountain No. 3**

Mr. Wright presented the proposal for fountain number three which is the same as the above stated proposal that will be shipped to the factory and returned with a same total of \$1,311.70.

**viii. Consideration of Proposal from Solitude to Repair Fountain No. 5**

Mr. Wright presented the proposal for repairs on fountain no. 5 which is the fountain that needs to be replaced. The motor will come with a five-year warranty and the light replacement a three-year warranty for \$8,179.30. They will also have the electric company come out to make sure there are no electrical issues that are causing the fountains to break. Mr. Wright will have a conversation with Solitude to be sure the first two fountain proposals will not need new motors in the soon future and look into a management plan for fountains moving forward. To approve all Solitude proposals number vi-viii is a total \$12,432.25.

On MOTION by Mr. Stearns, seconded by Ms. Stevens, with all in favor, the Solitude Proposals for Fountain repairs Items vi – viii Totaling \$12,432.25, was approved.

**D. District Manager's Report**

**i. Check Run Summary**

Ms. Adams reviewed the check run summary from January, February, and March totaling \$972,512.06. This does include a large transmittal to the trustee passing through the debt services fees that are collected by the District and moved to the trustee. Ms. Adams offered to answer any questions for the Board. Hearing none, she asked for a motion of approval.

On MOTION by Mr. Stearns, seconded by Ms. Locher, with all in favor, the Check Run Summary, was approved.

**ii. Combined Balance Sheet**

Ms. Adams stated that the financials were included in the agenda package. There was no action needed on this item.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

Rod Santamoro (2607 Meadow Edge Loop) asked about the dead trees on the ponds. He stated on the Meadow Edge Loop pond there are several plants by the overflow box that have been

mowed down by juniper during the common area maintenance. He asked if it is possible to get Juniper to replace those plants. Ms. Stevens asked for the resident to send her an email with more information and pictures to the specific plants and areas. Mr. Santamoro commented on the irrigation once more and staff assured him that they are checking all irrigation areas and will get a full look at everything. The specific area he is mentioning, the irrigation has already been moved to better serve that area.

**NINTH ORDER OF BUSINESS****Adjournment**

On MOTION by Ms. Locher, seconded by Mr. Stearns, with all in favor, the meeting was adjourned.
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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION IV

## RESOLUTION 2023-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Live Oak Lake Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year ending September 30, 2024 (“**Fiscal Year 2023**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 2, 2023

HOOR: 2:30 PM

LOCATION: West Osceola Branch Library  
305 Campus Street  
Celebration, FL 34747

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to \_\_\_\_\_ County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget

on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

ATTEST:

**LIVE OAK LAKE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2024 Proposed Budget

**Exhibit A**  
Fiscal Year 2024 Proposed Budget

***Proposed budget to be provided under  
separate cover***



## SECTION V



**SERVICE AGREEMENT FOR  
LIGHTING SERVICE  
TWIN LAKES SPINE RD**

This "Agreement" is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC"), and **LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**, whose address is 610 SYCAMORE ST STE 140, CELEBRATION, FL 34747 ("**Customer**"), for the provision of Lighting Service as more particularly set forth below.

**DEFINITIONS**

1. "Billing Cycle" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "Customer" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
3. "Force Majeure Event" means any event beyond OUC's reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service or the Customer from performing its obligations under this Agreement.
4. "Installation Date" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the Lighting Equipment.
5. "Lighting Equipment" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "Lighting Service" shall collectively mean, all installation, operation, maintenance, repair, replacement and (if applicable) electric supply services to be provided by OUC under this Agreement.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the State of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled “**OUC Installed Lighting Equipment**” in the Easement Property (as defined in Section 3 below), being located within the Customer property more specifically described in Exhibit 1 (the “**Property**”), being a part of the Twin Lakes Community (the “**Community**”); operate (during normal hours from dusk to dawn and otherwise when conditions dictate), maintain, repair and replace all of the Lighting Equipment; and, if permitted under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill Customer, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the Customer of any such changes to the Lighting Service rates at least sixty (60) days prior to the date on which the new rates are to go into effect.
- 1.3. Repair any damage caused by OUC to the Property, or any adjacent property and restore as nearly as practicable the surface of the Property to its pre-existing condition following any installation, maintenance, repair, replacement or removal of the Lighting Equipment.

SECTION 2: THE Customer AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment, the cost for which is included in the Monthly Lighting Service Charge set forth on Exhibit 1, as the same may be adjusted from time to time consistent with this Agreement.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 After notice from OUC, trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder of which the Customer becomes aware, via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

- 3.1 Customer hereby grants to OUC an irrevocable non-exclusive right of entry, access, ingress and egress into, over, across and upon the private streets and roads within the portions of the Property reasonably necessary to gain access to the Lighting Equipment. In addition, Customer hereby grants, transfers and conveys to OUC, an easement under and through: (i) the land subject to those certain UTILITY EASEMENTS contiguous to the roadways within the Property as depicted on the plat of TWIN LAKES CONNECTOR ROAD, recorded in Plat Book 30 , Pages 186-

193, of the Public Records of Osceola County, Florida, and those certain UTILITY EASEMENTS contiguous to the roadways within the Property as depicted on the plats of Twin Lakes Phases 3-7 to be recorded in the Public Records of Osceola County, Florida (the "Plats"); and (ii) road intersections shown on the Plats (the "Easement Property") for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement. The parties agree that this Agreement, and the easement rights granted herein, shall only encumber title to the Easement Property and shall not constitute a title encumbrance on the entire Property.

- 3.2 In recognition of the fact that the primary purpose of the streets and roads is to provide access, ingress and egress to the Community, OUC shall exercise its rights in a manner so as to minimize interference with others' use and in no event may OUC materially obstruct the ability of others to drive upon and access through the streets and roads. In addition, OUC shall not interfere with or prevent any development, construction, improvement and/or other activity or use by Customer or its designees now or in the future existing on or about the streets and roads so long as such uses do not materially and adversely interfere with OUC's rights under this Agreement. Employees of OUC may be required to show company identification in order to gain access to the Property through any gates providing access to the Community, if any.

#### SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment (and agrees to give Customer reasonable prior notice of such interruption, except in the case of an emergency). . Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Notwithstanding the foregoing, during the Term of this Agreement OUC shall respond to notices of interruptions of Lighting Service in reasonably the same manner and within the same time frame as is afforded to other OUC customers in the Orlando Metropolitan Area to whom OUC also provides similar Lighting Services. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the Customer to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment of which Customer becomes aware, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment

of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.

- 4.3 Except as specifically permitted under subsection 4.5 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional agreement between OUC and Customer or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the Customer, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for Customer's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the Customer agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by the willful misconduct or gross negligence of the Customer or its employees (but not the residents of or the visitors to the Community), in which case OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. Responsibility to repair or replace damage to any Customer installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 This Agreement supersedes all previous agreements or representations, either written,

oral or otherwise between the Customer and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

- 4.9 Customer recognizes and agrees that, unless it has a valid exemption from the payment of the same, it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes (other than income and similar taxes payable by OUC) that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority (ies).
- 4.10 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC. Customer shall have the right to assign this Agreement to the Live Oak Lake Community Development District, (the "CDD"). Upon such assignment to and assumption of the Customer's obligations hereunder by the CDD and delivery of written notice of the same to OUC, Narcoossee Land Ventures, LLC shall be released from any further obligations hereunder and thereafter the CDD shall be deemed the "Customer" hereunder.
- 4.11 OUC will exercise reasonable efforts and diligence to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment, unless resulting from the willful misconduct or gross negligence of the OUC. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise, provided OUC is in compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2016), as may be amended from time to time.
- 4.12 Provided at least five (5) business days' notice is provided to Customer, to the extent known by Customer, it shall advise OUC, its agents, employees, servants or subcontractors, through the provision of any maps and other necessary written descriptions in its possession, of the approximate location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the installation site at least two (2) days prior to the commencement of any work to be performed by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the Customer, as described under this paragraph, and which could not be reasonably located by OUC using then available equipment typically then used by OUC to locate Underground Facilities, shall be paid by the Customer. Except for those claims, losses and damages arising out of OUC's

sole negligence, willful misconduct and/or breach of this Agreement. Except for those claims, losses and damages arising out of Customer's sole negligence, willful misconduct and/or breach of this Agreement, OUC agrees to defend, at its own expense and indemnify the Customer, its respective officers, directors, members, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of OUC's negligence, willful misconduct and/or breach of this Agreement.

#### SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "**Term**") shall be for twenty (20) years. The initial Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer after the Installation Date for installed lighting or as provided in Section 5.3 below, whichever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement. Notwithstanding anything to the contrary contained herein, the Capital Investment portion of the Monthly Lighting Service Charge shall only be payable during the initial twenty (20) year Term and not during any renewal Term
- 5.2 The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the Customer is not ready and able to accept installation of the Lighting Equipment, OUC shall bill Customer monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the Customer is able to commence accepting installation as set forth herein. Customer may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, Customer shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if Customer is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when Customer changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The Customer may opt to terminate the Agreement at the end of the initial or

subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that Customer terminates this Agreement before the end of the initial Term, Customer shall be liable to OUC for the Capital Investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of such initial Term, discounted to the then fair market value using a discount rate of 8%, plus the reasonable cost incurred by OUC to remove the Lighting Equipment, if such removal is requested by Customer. OUC shall issue a bill to the Customer for removal costs, if requested by Customer, once removal has been completed. If Customer does not request such removal, upon payment of the foregoing amounts, title to the Lighting Equipment shall be transferred to Customer. The foregoing are agreed to be liquidated damages and not a penalty. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which, in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 90 days' prior written notice from OUC to Customer. In such event, Customer will not be responsible for the cost incurred by OUC to remove the Lighting Equipment and, at Customer's option, Customer, or its designee, may purchase and retain the Lighting Equipment by making a payment to OUC equal to the Capital Investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of such initial Term, discounted to the then fair market value using a discount rate of 8% and further discounted by the reasonable cost OUC would have incurred to remove the Lighting Equipment.

- 5.6 Billing shall commence upon the energization of the first lights which are part of the Lighting Equipment; provided that if Customer delays installation of the Lighting Equipment beyond the Installation Date, billing as to the capital investment portion of the Lighting Equipment shall commence as set forth in Section 5.3 above, with billing for electrical service to commence upon energization of the first lights which are part of the Lighting Equipment.

## SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this Agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service



guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a party may designate by prior written notice given in accordance with this provision to the other party:

If to OUC:

Orlando Utilities Commission  
100 West Anderson Street  
Orlando, Florida 32801  
Attention: Office of The General Counsel

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 Cameras. OUC may allow, upon request from Customer, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.

4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
- 6.8 Liens. OUC shall ensure that no part of the Property shall at any time be encumbered by any mechanic's, materialmen's, or other lien as a result of the performance by OUC of this Agreement.

#### SECTION 7: BANNERS

The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities except those that result from OUC's sole negligence, willful misconduct and/or breach of this Agreement.

***[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.  
SIGNATURE PAGE FOLLOWS]***

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

**LIVE OAK LAKE COMMUNITY DEVELOPMENT DISTRICT**

Federal ID# 81-1053668

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:*

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of \_\_\_\_\_ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ORLANDO UTILITIES COMMISSION**

By: \_\_\_\_\_

Name: Clint Bullock

Title: General Manager & CEO

Date: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
Name: Paula A. Velasquez  
Title: Assistant Secretary

WITNESSES:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Clint Bullock, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

## EXHIBIT 1

### LIGHTING SERVICE FEES:

#### RATE PER MONTH

##### Monthly Lighting Service Charge:

Capital Investment	\$2,753.88
Maintenance	\$ 707.00
<u>Fuel and Energy</u>	<u>\$ 180.31</u>
<b>Total</b>	<b>*** \$3,641.19</b>

Upfront Payment \$ 0.00

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

\*\*\* From time to time, modifications to the original contract design ("Design Modifications") may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications and the lighting equipment installed.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement's original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement's original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

#### ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate and shall change by the same (or lesser) percentage as applied to all similarly situated customers of OUC. The Capital Investment portion of the Monthly Lighting Service Charge shall remain fixed for and be only payable during the initial 20-year Term of this Agreement.

## EXHIBIT 1 (continued)

### Lighting Service

The Lighting Service shall provide to Customer the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

### LIGHTING EQUIPMENT

#### OUC Installed Lighting Equipment:

(100) 83w Beacon Post Top LED	[036-23185]
(2) 3' Black Anchor Base Aluminum Pole	[036-23011]
(98) 20' Round Black Aluminum Pole DB 3.5 Tenon	[036-21724]
(2) Lighting Controllers	

Customer installs conduit, junction boxes and pull string per OUC specs, all associated poles, fixtures, parts, wires, photocells, and controllers

#### CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

### PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

TWIN LAKES CONNECTOR ROAD in Plat Book 30, pages 186-193 as recorded in Osceola A PORTION OF SECTIONS 16, 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST, TOGETHER WITH ALL OF LOTS 4, 13, 14, 20, 29; A PORTION OF LOTS 2, 3, 15, 18, 19, JO, 31, 34, 47, 50, 63; A PORTION OF THE PLATTED, UNNAMED RIGHT OF WAY SITUATED BETWEEN SAID LOTS 2 AND J; THAT PORTION OF RIGHT OF WAY ADJACENT TO AND LYING NORTH OF LOTS J AND 4; A PORTION OF THE PLATTED, UNNAMED RIGHT OF WAY SITUATED BETWEEN SAID LOTS 18 AND 19; A PORTION OF THE PLATTED UNNAMED RIGHT OF WAY SJ TUA TE BETWEEN LOTS JO AND 31; ALL OF THAT PLATTED UNNAMED RIGHT OF WAY S/TUA TE BETWEEN SAID LOTS 14 AND 15; AND A PORTION OF PLATTED RIGHT OF WAY S/TUA TE WEST OF SAID LOTS 34, 47, 50 AND 63, OF THE SEMINOLE LAND AND INVESTMENT COMPANYS (INCORPORATED) SUBDIVISION OF SECTION 20 AS RECORDED IN PLAT BOOK B, PAGE 26, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE S89°41'11"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 2512.32 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N0076°49"E, A DISTANCE OF 247.76 FEET; THENCE N89°41'11"W, A DISTANCE OF 12.80 FEET; THENCE N0076°49"E, A DISTANCE OF 179.69 FEET; THENCE N01°52'15"W, A DISTANCE OF 62.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 10°56'36": A CHORD BEARING OF N11°59'2.2"W AND A CHORD DISTANCE OF 123.39 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 15°26'18": A CHORD BEARING OF N09°44'11"W AND A CHORD DISTANCE OF 173.81 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 174.11 FEET TO THE END OF SAID CURVE; THENCE N0076°49"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 647.00 FEET, A CENTRAL ANGLE OF 187°10': A CHORD BEARING OF N11°44'15"E AND A CHORD DISTANCE OF 205.99 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 206.87 FEET TO THE END OF SAID CURVE, THENCE N19°48'18"E, A DISTANCE OF 186.31 FEET; THENCE N66°41'12"E, A DISTANCE OF 64.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 447.00 FEET, A CENTRAL ANGLE OF 31°36'09": A CHORD BEARING OF N58°41'17"E AND A CHORD DISTANCE OF 243.44 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 246.55 FEET TO THE END OF SAID CURVE; THENCE N18°45'58"E, A DISTANCE OF 108.59 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1055.00 FEET, A CENTRAL ANGLE OF 11°41'43": A CHORD BEARING OF N65°21'10"W AND A CHORD DISTANCE OF 214.97 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.35 FEET TO THE END OF SAID CURVE; THENCE N59°12'19"W, A DISTANCE OF 627.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 27°58'11": A CHORD BEARING OF N45°11'11"W AND A CHORD DISTANCE OF 413.25 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 417.38 FEET TO THE POINT OF TANGENCY AND ALSO A POINT ON THE SOUTHEASTERLY LINE OF TWIN LAKES PHASE 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 172-178 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY,

FLORIDA; THENCE RUN ALONG THE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHEASTERLY LINES OF SAID TWIN LAKES PHASE 1 THE FOLLOWING T'M:NTY SEVEN (27) COURSES AND DISTANCES: THENCE N58°25'52"E, A DISTANCE OF 110.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCA VE NORTHEASTERLY HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 0179°53': A CHORD BEARING OF NJO°54'12"W AND A CHORD DISTANCE OF 17.31 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.31 FEET TO THE END OF SAID CURVE; THENCE NJOi4°15'W, A DISTANCE OF 1.78 FEET; THENCE N54°27'19"E, A DISTANCE OF 201.80 FEET; THENCE S35°32'41"E, A DISTANCE OF 41.69 FEET; THENCE N54°27'19"E, A DISTANCE OF 52.00 FEET; THENCE NJ5°32'41"W, A DISTANCE OF 10.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00": A CHORD BEARING OF N09°27'19"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N54°27'19"E, A DISTANCE OF 77.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 02V4°18': A CHORD BEARING OF N53°25'10"E AND A CHORD DISTANCE OF 19.02 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 19.02 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE DEPARTING SAID CURVE, SJ5°32'41"E, A DISTANCE OF 113.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 352.00 FEET, A CENTRAL ANGLE OF 34i8°54': A CHORD BEARING OF S52°42'08"E AND A CHORD DISTANCE OF 207.68 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 210.82 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCA VE SOUTHWESTERLY HAVING A RADIUS OF 948.00 FEET, A CENTRAL ANGLE OF 21°J8'0J': A CHORD BEARING OF S59V2°J4"E AND A CHORD DISTANCE OF 355.83 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 357.95 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 28°59'20": A CHORD BEARING OF S62°43'12"E AND A CHORD DISTANCE OF 226.26 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 228.69 FEET TO A POINT ON A NON-TANGENT CURVE CONCA VE SOUTHEASTERLY HAVING A RADIUS OF 526.00 FEET, A CENTRAL ANGLE OF 11°JO°Jo': A CHORD BEARING OF N25°21'JO"E AND A CHORD DISTANCE OF 105.47 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 105.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 16°04'29": A CHORD BEARING OF N2JV4°J1"E AND A CHORD DISTANCE OF 160.51 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 161.04 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 15°04'21": A CHORD BEARING OF N22°J4'27"E AND A CHORD DISTANCE OF 190.43 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 190.98 FEET TO THE END OF SAID CURVE; THENCE N4971°17"W, A DISTANCE OF 303.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 748.00 FEET, A CENTRAL ANGLE OF 26°59'21": A CHORD BEARING OF N51°51'30"W AND A CHORD DISTANCE OF 349.10 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 352.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 452.00 FEET, A CENTRAL ANGLE OF 18°05'43": A CHORD BEARING OF N47°24'40"W AND A CHORD DISTANCE OF 142.16 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 142.75 FEET TO THE END OF SAID CURVE; THENCE NJ2°52'15"E, A DISTANCE OF 96.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°09'45": A CHORD BEARING OF N79°27'08"E AND A CHORD DISTANCE OF 36.32 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 574.00 FEET, A CENTRAL ANGLE OF 00°56'48": A CHORD BEARING OF S53°29'J5"E AND A CHORD DISTANCE OF 9.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.48 FEET TO THE END OF SAID CURVE;



THENCE N6°58'49"E, A DISTANCE OF 52.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 626.00 FEET, A CENTRAL ANGLE OF 04°46'11": A CHORD BEARING OF N55°42'28"W AND A CHORD DISTANCE OF 44.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 44.90 FEET TO A POINT OF TANGENCY; THENCE N5°07'45"W, A DISTANCE OF 1.97 FEET; THENCE N2°52'15"E, A DISTANCE OF 162.76 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF BULLIS ROAD AS SHOWN IN OFFICIAL RECORDS BOOK 4900, PAGE 2827, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S5°26'17"E ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 895.13 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE S89°J8'45"E ALONG SAID NORTH LINE. A DISTANCE OF 546.97 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE N00°4'08"W ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 496.77 FEET TO A POINT ON THE SAFE UPLAND LINE FOR LIVE OAK LAKE AS APPROVED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (06/10/2014) HAVING AN ELEVATION OF 64.1 FEET (NA 'ID BB) ; THENCE RUN ALONG SAID SAFE UPLAND LINE THE FOLLOWING TWENTY-ONE (21) COURSES: N85°47'24"E, A DISTANCE OF 33.96 FEET; THENCE S66°30'52"E, A DISTANCE OF 53.70 FEET; THENCE S74°40'11"E, A DISTANCE OF 65.28 FEET; THENCE S78°52'14"E, A DISTANCE OF 176.71 FEET; THENCE S88°54'E, A DISTANCE OF 40.85 FEET; THENCE S86°21'47"E, A DISTANCE OF 87.85 FEET; THENCE S36°47'40"E, A DISTANCE OF 16.47 FEET; THENCE N74°48'37"E, A DISTANCE OF 22.15 FEET; THENCE S59°30'19"E, A DISTANCE OF 75.66 FEET; THENCE S73°47'32"E, A DISTANCE OF 57.09 FEET; THENCE N89°23'09"E, A DISTANCE OF 185.48 FEET; THENCE S78°39'53"E, A DISTANCE OF 217.12 FEET; THENCE S69°4'50"E, A DISTANCE OF 57.77 FEET; THENCE S75°43'06"E, A DISTANCE OF 133.21 FEET; THENCE N79°48'49"E, A DISTANCE OF 74.35 FEET; THENCE N79°34'06"E, A DISTANCE OF 28.06 FEET; THENCE N52°41'17"E, A DISTANCE OF 70.77 FEET; THENCE N54°J9'11"E, A DISTANCE OF 33.88 FEET; THENCE N71°0'54"E, A DISTANCE OF 41.13 FEET; THENCE N77°V5'50"E, A DISTANCE OF 84.53 FEET; THENCE N46°V5'27"E, A DISTANCE OF 86.20 FEET; THENCE DEPARTING SAID SAFE UPLAND LINE RUN S48°07'08"E, A DISTANCE OF 1574.44 FEET; THENCE S19°36'02"E, A DISTANCE OF 2144.00 FEET TO A POINT ON THE SOUTH LINE OF THE WEST 1/2 OF AFOREMENTIONED SECTION 16; THENCE N89°J1'25"W ALONG SAID SOUTH LINE, A DISTANCE OF 2700.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE N89°J1'J1"W ALONG THE SOUTH LINE OF SAID SECTION 17. A DISTANCE OF 1517.72 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S00°29'57"W, A DISTANCE OF 20.00 FEET; THENCE S89°J1'J1"E. A DISTANCE OF 35.47 FEET; THENCE S00°31°07"W. A DISTANCE OF 121.90 FEET; THENCE N89°28'5J"W, A DISTANCE OF 20.44 FEET; THENCE S00°28'50"W, A DISTANCE OF 52.00 FEET; THENCE S89°28'5J"E, A DISTANCE OF 2.10 FEET; THENCE S00°J1'07"W. A DISTANCE OF 120.00 FEET; THENCE S89°28'53"E, A DISTANCE OF 480.00 FEET; THENCE S00°J'07"W, A DISTANCE OF 495.03 FEET; THENCE S45°31'07"W, A DISTANCE OF 187.16 FEET; THENCE N89°28'5J"W, A DISTANCE OF 282.84 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1470.00 FEET, A CENTRAL ANGLE OF 02°51'53": A CHORD BEARING OF S21°6'28"E AND A CHORD DISTANCE OF 73.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.50 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1430.00 FEET, A CENTRAL ANGLE OF 02°50'22": A CHORD BEARING OF S21°7'11"E AND A CHORD DISTANCE OF 70.86 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°59'29": A CHORD BEARING OF S63°51'46"E AND A CHORD DISTANCE OF 34.73 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 73.39 FEET TO THE END OF SAID CURVE; THENCE S17°5'J0"E, A DISTANCE OF 52.00 FEET; THENCE N72°0B'J0"E, A DISTANCE OF 7.68 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 274.00 FEET, A CENTRAL ANGLE OF 03°55'12": A CHORD BEARING OF N74°V6'06"E AND A CHORD DISTANCE OF 18.74 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.75 FEET TO THE END OF SAID CURVE; THENCE S13°56'18"E, A DISTANCE OF 23.73 FEET TO A POINT ON THE WEST LINE OF SAID

LOT JI; THENCE SOO'J1'07"W, ALONG SAID WEST LINE OF LOT 31, A DISTANCE OF 100.00 FEET; THENCE DEPARTING SAID WEST LINE, RUN S01'27'16"E, A DISTANCE OF 60.11 FEET; THENCE S01'12'E, A DISTANCE OF 62.64 FEET; THENCE S14'35'09"E, A DISTANCE OF 62.64 FEET; THENCE S21'V9'05"E, A DISTANCE OF 61.32 FEET; THENCE S00'29'57"W, A DISTANCE OF 107.54 FEET; THENCE S89'JO'OJ"E, A DISTANCE OF 110.10 FEET; THENCE S89'28'53"E, A DISTANCE OF 482.20 FEET TO A POINT ON THE EAST LINE OF LOT 34, THE SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 26, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S00'31'00"W, ALONG THE EAST LINE OF LOTS 34, 47, 50 AND 63 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 S., RANGE 31 E, A DISTANCE OF 822.32 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF ALL/GA TOR LAKE ROAD (66 FOOT PUBLIC RIGHT OF WAY); THENCE S75'V5'16"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 342.64 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN N00'J'07"E, A DISTANCE OF 869.08 FEET TO THE NORTH LINE OF LOT 47 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S (INCORPORATED) SUBDIVISION OF SECTION 20, TOWNSHIP 26 S., RANGE 31 E.; THENCE NB9'47'0J"W ALONG SAID NORTH LINE, A DISTANCE OF 312.20 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00'29'57"W, A DISTANCE OF 938.88 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1399.69 FEET, A CENTRAL ANGLE OF 01'58'07"; A CHORD BEARING OF S84'2'54"W AND A CHORD DISTANCE OF 48.09 FEET, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF AFORESAID ALLIGATOR LAKE ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 48.09 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, RUN N00'28'1J"E, A DISTANCE OF 294.93 FEET; THENCE N89'55'10"W, A DISTANCE OF 570.00 FEET; THENCE S00'28'J"W, A DISTANCE OF 300.01 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF ALL/GA TOR LAKE ROAD; THENCE NB9'55'10"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN N00'28'J"E, A DISTANCE OF 159.95 FEET; THENCE N89'55'10"W, A DISTANCE OF 150.00 FEET; THENCE N00'28'1J"E, A DISTANCE OF 170.00 FEET; THENCE N89'55'10"W, A DISTANCE OF 335.29 FEET; THENCE S00'26'4"W, A DISTANCE OF 50.00 FEET; THENCE N89'55'10"W, A DISTANCE OF 175.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF AFOREMENTIONED SECTION 20; THENCE N00'26'4"E ALONG SAID WEST LINE, A DISTANCE OF 342.08 FEET; THENCE DEPARTING SAID WEST LINE RUN S89'47'02"E, A DISTANCE OF 660.00 FEET; THENCE N00'26'14"E, A DISTANCE OF 330.00 FEET; THENCE N89'47'02"W, A DISTANCE OF 660.00 FEET TO A POINT ON SAID WEST LINE; THENCE N00'26'14"E ALONG SAID WEST LINE, A DISTANCE OF 330.69 FEET; THENCE DEPARTING SAID WEST LINE RUN S89'44'20"E, A DISTANCE OF 17.50 FEET TO THE SOUTHWEST CORNER OF LOT 29 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20; THENCE N00'26'14"E ALONG THE WEST LINE OF LOTS 4, 13, 20 AND 29 OF SAID SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 20, A DISTANCE OF 1322.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND ALSO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE N89'JJ'JJ"W ALONG SAID SOUTH LINE, A DISTANCE OF 17.50 FEET TO SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N89'4J'II"W, ALONG SAID SOUTH LINE, A DISTANCE OF 129.92 FEET TO THE POINT OF BEGINNING. CONTAINING 15,584,043 SQUARE FEET OR 357.76 ACRES MORE OR LESS.

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	TWIN LAKES CONNECTOR ROAD
Premise Address:	GARDEN GREEN TRL
City, State, Zip:	SAINT CLOUD FL 34772
Premise Number	

BILLING INFORMATION

Billing Contact Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	81-1053668

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	0223263477
Work Request No:	706465
Comments:	

**Exhibit 2**

**Notice of Modification to Original Contract Design**

Project W.O. # \_\_\_\_\_ OUC Account # \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer/Account Name \_\_\_\_\_

**Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

[Insert Original Streetlight Fixture/Pole Type/Quantity Bill of Material]

**Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:**

Investment \_\_\_\_\_ Maintenance \_\_\_\_\_ Fuel & Energy \_\_\_\_\_

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

**Authorized OUC Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Customer Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SECTION VI

# SECTION C

# Live Oak Lake CDD

## Field Management Report



May 3rd, 2023  
Jarett Wright  
Assistant Field Manager  
GMS



# Landscaping Update

## Landscape Items

- ✚ Met on-site with Juniper and Andrea to review roundabout plant replacements.
- ✚ Overall plant and sod health has improved due to the recent rains.
- ✚ Replacing corner plants with Agaves and making further adjustments to the proposal. Looking implement new changes later in the rainy season.
- ✚ Received proposal to replace 15 dead viburnums along the Nolte hedge lines.
- ✚ Received proposal to replace poor health bald cypress trees around the ponds.





# Landscape Update Cont.

## Landscape Items cont.

- ✚ Working with Juniper to generate scope of work and proposals to address any pond bank erosion or holes on the property.
- ✚ Met with an aquatics vendor to review shoreline planting best practices and methodology. Working with them to generate scope of work, maps, and generate proposals. Ponds 13, 14, and 15 are the primary focus for these plantings.



# Completed

## Pressure Washing

- ✚ GMS Maintenance staff pressure washed the sidewalks, paver walkway, and monument at the first roundabout on 4/26/2023.
- ✚ Currently scheduling the remaining areas along Nolte that need to be cleaned.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

# SECTION 1



## Proposal

**Proposal No.:** 213730

**Proposed Date:** 04/26/23

PROPERTY:	FOR:
Live Oak Lake CDD - Maintenance Jill Burns Nolte Rd St. Cloud , FL	Live Oak CDD trees at ponds

The price for 14 Cypress would make the proposal \$7518.48.

ITEM	QTY	UOM	TOTAL
<b>Plant Material</b>			\$4,240.00
Maintenance Division Labor	15.00	HR	
Bald Cypress - 30Gallon	9.00	EA	
Red Maple, 7-10' x 3-4', 1.5-2" cal - 15G	2.00	15g	
<b>Mulch</b>			\$135.00
Cocobrown Mulch, 02CF bag - 02CF	20.00	02CF	
<b>Enhancement Irrigation</b>			\$932.71
Irrigation Repairs and Upgrades	16.00	HR	
Misc Irrigation Parts	3.00	EA	
<b>Total:</b>			<b>\$5,307.71</b>



Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

**DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE**

\_\_\_\_\_  
**Signature (Owner/Property Manager)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name (Owner/Property Manager)**

\_\_\_\_\_  
**Signature - Representative**

\_\_\_\_\_  
**Date**

# SECTION D

# SECTION 1



# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

### *Check Run Summary*

May 3, 2023

#### **GENERAL FUND**

<b><u>Date</u></b>	<b><u>Check Numbers</u></b>	<b><u>Amount</u></b>
4/14/2023	358-366	\$34,669.54
3/31/2023	367	\$43.80
4/14/2023	368-369	\$5,348.48
<b>Total</b>		<b><u><u>\$40,061.82</u></u></b>

AP300R  
\*\*\* CHECK NOS. 000358-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
LIVE OAK LAKES-GENERAL FUND  
BANK B LOL-GENERAL FUND

RUN 4/25/23

PAGE 1

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/14/23	00006	3/20/23 2254394	202302 310-51300-31100	SERVICE THRU 02/24/2023	*	400.00	
				DEWBERRY ENGINEERS INC.			400.00 000358
4/14/23	00010	3/21/23 80750075	202303 310-51300-42000	DELIVERIES THRU 03/15/23	*	26.41	
		3/28/23 96477641	202302 310-51300-42000	SVCS-02/23	*	3.63	
				FEDEX			30.04 000359
4/14/23	00001	4/01/23 59	202304 310-51300-34000	MGMT FEES-04/23	*	3,062.50	
		4/01/23 59	202304 310-51300-31300	DISSEMINATION AGT SVCS	*	416.67	
		4/01/23 59	202304 310-51300-51000	OFFICE SUPPLIES	*	.24	
		4/01/23 59	202304 310-51300-42000	POSTAGE	*	4.80	
				GMS-CENTRAL FLORIDA, LLC			3,484.21 000360
4/14/23	00014	4/01/23 21220	202304 310-51300-35101	WEBSITE SVCS-04/23	*	388.13	
				INNERSYNC			388.13 000361
4/14/23	00030	4/04/23 27717-35	202304 320-53800-35000	MGMT FEES-04/23	*	500.00	
				IRRIGATION MANAGEMENT CONSULTING			500.00 000362
4/14/23	00024	3/17/23 204454	202303 320-53800-46205	SVC-03/23 ENHANCEMENT IRR	*	1,340.00	
		3/31/23 207178	202303 320-53800-46205	SVCS-03/23	*	1,467.23	
		4/01/23 208313	202304 320-53800-46200	MAINT-04/23	*	21,927.93	
				JUNIPER LANDSCAPING OF FLORIDA, LLC			24,735.16 000363
4/14/23	00033	3/28/23 3196640	202302 310-51300-31500	SVCS-02/23	*	500.00	
				KUTAK ROCK LLP			500.00 000364
4/14/23	00032	4/01/23 PSI60379	202304 320-53800-46800	MAINT-04/23	*	1,908.00	
		4/01/23 PSI67394	202304 320-53800-46800	MAINT-04/23	*	1,474.00	
				SOLITUDE LAKE MANAGEMENT			3,382.00 000365
				LOKS LIVE OAK LAKES SHENNING			

AP300R  
\*\*\* CHECK NOS. 000358-050000

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
LIVE OAK LAKES-GENERAL FUND  
BANK B LOL-GENERAL FUND

RUN 4/25/23

PAGE 2

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/14/23	00001	4/01/23 60	202304 320-53800-34000	FIELD MGMT-04/23	*	1,250.00	
				GMS-CENTRAL FLORIDA, LLC			1,250.00 000366
3/31/23	00035	3/10/23 02232634	202303 320-53800-43000	SERVICE THRU 03/10/2023	*	43.80	
				ORLANDO UTILITIES COMMISSION			43.80 000367
4/14/23	00037	3/22/23 62619-03	202303 320-53800-43100	SERVICE THRU 03/10/2023	*	3,107.89	
				TOHO WATER AUTHORITY			3,107.89 000368
4/14/23	00037	3/22/23 62746-03	202303 320-53800-43100	SERVICE THRU 03/10/2023	*	2,240.59	
				TOHO WATER AUTHORITY			2,240.59 000369
				TOTAL FOR BANK B		40,061.82	
				TOTAL FOR REGISTER		40,061.82	

LOKS LIVE OAK LAKES SHENNING

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Special Assessment Receipts  
Fiscal Year 2023

ASSESSMENTS - TAX COLLECTOR							\$322,953.76	\$1,015,950.00	\$34,850.00	\$1,373,753.76
							<b>FY 2023</b>	<b>FY 2023</b>	<b>FY 2023</b>	<b>TOTAL</b>
							<b>.36300.10000</b>	<b>.36300.10000</b>	<b>.36300.10000</b>	
							23.51%	73.95%	2.54%	100.00%
DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/PENALTIES	COMMISSIONS	INTEREST	NET RECEIPTS	O&M Portion	16 DSF Portion	20 DSF Portion	Total
11/18/22	INSTALLMENTS	\$5,435.16	\$285.34	\$103.00	\$0.00	\$5,046.82	\$1,186.45	\$3,732.34	\$128.03	\$5,046.82
11/22/22	CURRENT DISTRIBUTION	\$139,265.79	\$5,570.67	\$2,673.90	\$0.00	\$131,021.22	\$30,801.59	\$96,895.83	\$3,323.80	\$131,021.22
12/07/22	CURRENT DISTRIBUTION	\$1,093,004.25	\$43,720.35	\$20,985.68	\$0.00	\$1,028,298.22	\$241,741.12	\$760,470.77	\$26,086.33	\$1,028,298.22
12/22/22	CURRENT DISTRIBUTION	\$62,138.69	\$2,409.78	\$1,194.57	\$0.00	\$58,534.34	\$13,760.75	\$43,288.66	\$1,484.93	\$58,534.34
01/07/23	INSTALLMENTS	\$3,043.14	\$91.30	\$59.04	\$0.00	\$2,892.80	\$680.06	\$2,139.35	\$73.39	\$2,892.80
01/07/23	CURRENT DISTRIBUTION	\$24,237.92	\$740.81	\$469.94	\$0.00	\$23,027.17	\$5,413.42	\$17,029.58	\$584.16	\$23,027.17
01/24/23	INTEREST	\$0.00	\$0.00	\$0.00	\$835.14	\$835.14	\$196.33	\$617.62	\$21.19	\$835.14
02/08/23	CURRENT DISTRIBUTION	\$19,367.50	\$441.94	\$378.52	\$0.00	\$18,547.04	\$4,360.20	\$13,716.33	\$470.51	\$18,547.04
03/08/23	CURRENT DISTRIBUTION	\$4,377.52	\$43.78	\$86.67	\$0.00	\$4,247.07	\$998.44	\$3,140.89	\$107.74	\$4,247.07
TOTAL		\$1,350,869.97	\$53,303.97	\$25,951.32	\$835.14	\$1,272,449.82	\$299,138.37	\$941,031.38	\$32,280.08	\$1,272,449.82

Assessed on Roll:

	GROSS AMOUNT ASSESSED	PERCENTAGE	ASSESSMENTS COLLECTED	ASSESSMENTS TRANSFERRED	ASSESSMENTS TRANSFERRED	AMOUNT TO BE TFR.
O & M	\$322,953.76	23.5089%	\$299,138.37	(\$299,138.37)	(\$299,138.37)	\$0.00
2016 DEBT SERVICE FUND	\$1,015,950.00	73.9543%	\$941,031.38	(\$941,031.38)	(\$904,387.60)	\$36,643.78
2020 DEBT SERVICE FUND	\$34,850.00	2.5368%	\$32,280.08	(\$32,280.08)	(\$31,023.09)	\$1,256.99
TOTAL	\$1,373,753.76	100.00%	\$1,272,449.82	(\$1,272,449.82)	(\$1,234,549.06)	\$37,900.76

**GROSS  
98.33%**

ASSESSMENTS-DIRECT

					\$163,142.70	\$957,178.50	\$1,120,321.20
					<b>FY 2023</b>	<b>FY2023</b>	<b>TOTAL</b>
					<b>.36300.10100</b>	<b>.36300.10100</b>	
					14.56%	85.44%	
DUE DATE	DATE	BILLED AMOUNT	AMOUNT RECEIVED	NET RECEIPTS	O&M	20 DSF Portion	Total
10/1/22	10/5/22	\$55,468.52	\$55,468.52	\$55,468.52	\$55,468.52	\$0.00	\$55,468.52
1/1/23	1/24/23	\$53,837.09	\$53,837.09	\$53,837.09	\$53,837.09	\$0.00	\$53,837.09
3/1/23	3/1/23	\$53,837.09	\$53,837.09	\$53,837.09	\$53,837.09	\$0.00	\$53,837.09
4/1/23		\$644,268.75		\$0.00			\$0.00
10/1/23		\$312,909.75		\$0.00			\$0.00
TOTAL		\$1,120,321.20	\$163,142.70	\$163,142.70	\$163,142.70	\$0.00	\$163,142.70

ASSESSMENTS COMBINED

	NET AMOUNT ASSESSED	TAX COLLECTOR RECEIVED	DIRECT RECEIVED	TOTAL COLLECTED	NET PERCENTAGE COLLECTED
O & M	\$466,719.23	\$299,138.37	\$163,142.70	\$462,281.07	99.05%
DEBT SERVICE	\$1,912,171.50	\$941,031.38	\$0.00	\$941,031.38	49.21%
TOTAL	\$2,378,890.73	\$1,240,169.74	\$163,142.70	\$1,403,312.44	

## SECTION 2

# LIVE OAK LAKE

## COMMUNITY DEVELOPMENT DISTRICT

### COMBINED BALANCE SHEET

March 31, 2023

	Major Funds				Total
	General	Impact Fee Fund	Debt Service Fund	Capital Project Fund	Governmental Funds
<b>ASSETS:</b>					
Cash - Valley 2860	\$635,333	---	---	---	\$635,333
Cash - Suntrust	---	\$111,834	---	---	\$111,834
Due From Other Funds	\$22,359	---	\$48,069	---	\$70,428
Investment - Bank United	\$17,181	---	---	---	\$17,181
Investments - Series 2016:					
Reserve A	---	---	\$956,288	---	\$956,288
Revenue A	---	---	\$964,379	---	\$964,379
Construction	---	---	---	\$256	\$256
Investments - Series 2020:					
Reserve A	---	---	\$989,553	---	\$989,553
Revenue A	---	---	\$54,777	---	\$54,777
Construction	---	---	---	\$89	\$89
Utility Deposits	\$480	---	---	---	\$480
<b>Total Assets</b>	<b>\$675,353</b>	<b>\$111,834</b>	<b>\$3,013,065</b>	<b>\$345</b>	<b>\$3,800,596</b>
<b>LIABILITIES:</b>					
Accounts Payable	\$9,782	---	---	---	\$9,782
Due to Other Funds	\$48,069	\$22,359	---	---	\$70,428
<b>Total Liabilities</b>	<b>\$57,851</b>	<b>\$22,359</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,210</b>
<b>FUND BALANCES:</b>					
Nonspendable:					
Prepaid items	\$480	---	---	---	\$480
Restricted for:					
Debt Service	---	---	\$3,013,065	---	\$3,013,065
Impact Fee	---	\$89,475	---	---	\$89,475
Capital Projects	---	---	---	\$345	\$345
Assigned	\$35,000	---	---	---	\$35,000
Unassigned	\$582,022	---	---	---	\$582,022
<b>Total Fund Balances</b>	<b>\$617,502</b>	<b>\$89,475</b>	<b>\$3,013,065</b>	<b>\$345</b>	<b>\$3,720,386</b>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$675,353</b>	<b>\$111,834</b>	<b>\$3,013,065</b>	<b>\$345</b>	<b>\$3,800,596</b>

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Assessments - Tax Collector <sup>(1)</sup>	\$303,577	\$299,138	\$299,138	\$0
Assessments - Off Roll	\$163,143	\$163,143	\$163,143	\$0
Contributions	\$84,552	\$42,276	\$0	(\$42,276)
Interest Income	\$0	\$0	\$13	\$13
<b>TOTAL REVENUES</b>	<b>\$551,272</b>	<b>\$504,557</b>	<b>\$462,294</b>	<b>(\$42,263)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisor Fees	\$9,600	\$4,800	\$600	\$4,200
FICA Expense	\$734	\$367	\$46	\$321
Engineering	\$15,000	\$7,500	\$1,675	\$5,825
Dissemination	\$5,000	\$2,500	\$2,600	(\$100)
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Property Appraiser	\$576	\$288	\$0	\$288
Arbitrage	\$1,100	\$600	\$600	\$0
Attorney	\$30,000	\$15,000	\$10,789	\$4,211
Annual Audit	\$5,700	\$2,850	\$0	\$2,850
Trustee Fees	\$8,500	\$8,500	\$8,081	\$419
Management Fees	\$36,750	\$18,375	\$18,375	\$0
Postage	\$1,450	\$725	\$724	\$1
Printing & Binding	\$250	\$125	\$62	\$64
Insurance	\$6,114	\$6,114	\$5,842	\$272
Legal Advertising	\$2,500	\$1,250	\$262	\$988
Other Current Charges	\$750	\$375	\$83	\$292
Office Supplies	\$150	\$75	\$3	\$72
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Hosting/Compliance	\$1,553	\$776	\$776	\$0
<b>TOTAL ADMINISTRATIVE</b>	<b>\$130,902</b>	<b>\$75,395</b>	<b>\$55,692</b>	<b>\$19,703</b>
<b><u>FIELD:</u></b>				
Field Management	\$15,000	\$7,500	\$7,500	\$0
Property Insurance	\$5,000	\$2,500	\$0	\$2,500
Aquatic Control	\$21,226	\$10,613	\$14,568	(\$3,955)
Mitigation Maintenance	\$13,000	\$6,500	\$519	\$5,981
Contingency	\$5,000	\$2,500	\$1,013	\$1,487
Landscape Maintenance	\$264,000	\$132,000	\$131,568	\$432
Landscaping Replacements	\$75,000	\$37,500	\$14,333	\$23,167
Pond Fountain Maintenance	\$5,000	\$2,500	\$3,158	(\$658)
Irrigation Consultant Services	\$6,000	\$3,000	\$3,000	\$0
Irrigation Repairs	\$20,000	\$10,000	\$764	\$9,236
Pressure Wash Cleaning	\$13,660	\$6,830	\$0	\$6,830
Electricity-Street Lights	\$43,611	\$21,806	\$262	\$21,543
Water-Irrigation	\$60,991	\$30,495	\$27,914	\$2,582
Capital Outlay	\$0	\$0	\$0	\$0
Capital Reserve	\$18,250	\$9,125	\$0	\$9,125
<b>TOTAL FIELD</b>	<b>\$565,737</b>	<b>\$282,869</b>	<b>\$204,599</b>	<b>\$78,270</b>
<b>TOTAL EXPENDITURES</b>	<b>\$696,639</b>	<b>\$358,264</b>	<b>\$260,291</b>	<b>\$97,973</b>
Excess (deficiency) of revenues over (under) expenditures	<b>(\$145,367)</b>	<b>\$146,293</b>	<b>\$202,003</b>	<b>\$55,710</b>
Net change in fund balance	<b>(\$145,367)</b>	<b>\$146,293</b>	<b>\$202,003</b>	<b>\$55,710</b>
FUND BALANCE - Beginning	\$145,367		\$415,499	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$617,502</u>	

<sup>(1)</sup> Represents gross amount collected.

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**IMPACT FEE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$0	\$0
Impact Fees	\$0	\$0	\$54,864	\$54,864
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$54,864</b>	<b>\$54,864</b>
<b><u>EXPENDITURES:</u></b>				
Stormwater	\$0	\$0	\$528,097	(\$528,097)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$528,097</b>	<b>(\$528,097)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>(\$473,234)</b>	<b>(\$473,234)</b>
<b>Net change in fund balance</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$473,234)</b>	<b>(\$473,234)</b>
FUND BALANCE - Beginning	\$0		\$562,708	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$89,475</b>	



**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2016**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$18,009	\$18,009
Assessments - On Roll	\$956,239	\$941,031	\$941,031	\$0
<b>TOTAL REVENUES</b>	<b><u>\$956,239</u></b>	<b><u>\$941,031</u></b>	<b><u>\$959,041</u></b>	<b><u>\$18,009</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016</u></b>				
Interest - 11/1	\$324,188	\$324,188	\$324,188	\$0
Interest - 05/1	\$324,188	\$0	\$0	\$0
Principal - 05/01	\$315,000	\$0	\$0	\$0
Special Call - 11/1	\$20,000	\$20,000	\$20,000	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$983,375</u></b>	<b><u>\$344,188</u></b>	<b><u>\$344,188</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$27,137)</u></b>	<b><u>\$596,844</u></b>	<b><u>\$614,853</u></b>	<b><u>\$18,009</u></b>
<b>Net change in fund balance</b>	<b><u>(\$27,137)</u></b>	<b><u>\$596,844</u></b>	<b><u>\$614,853</u></b>	<b><u>\$18,009</u></b>
FUND BALANCE - Beginning	\$390,493		\$1,352,625	
FUND BALANCE - Ending	<b><u>\$363,356</u></b>		<b><u>\$1,967,478</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SERIES 2020**  
**DEBT SERVICE FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$75	\$38	\$15,215	\$15,177
Assessments - On Roll	\$32,759	\$32,280	\$32,280	\$0
Assessments - Direct	\$957,179	\$0	\$0	\$0
Assessments - Discounts	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$990,013</u></b>	<b><u>\$32,318</u></b>	<b><u>\$47,495</u></b>	<b><u>\$15,177</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2020</u></b>				
Interest - 11/1	\$349,269	\$349,269	\$349,269	\$0
Interest - 05/1	\$349,269	\$0	\$0	\$0
Principal - 05/01	\$295,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$993,538</u></b>	<b><u>\$349,269</u></b>	<b><u>\$349,269</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>(\$3,525)</u></b>	<b><u>(\$316,951)</u></b>	<b><u>(\$301,774)</u></b>	<b><u>\$15,177</u></b>
<b><u>OTHER FINANCING SOURCES/(USES)</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	\$1	\$1
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$1</u></b>	<b><u>\$1</u></b>
<b>Net change in fund balance</b>	<b><u>(\$3,525)</u></b>	<b><u>(\$316,951)</u></b>	<b><u>(\$301,772)</u></b>	<b><u>\$15,179</u></b>
FUND BALANCE - Beginning	\$352,618		\$1,347,359	
FUND BALANCE - Ending	<b><u>\$349,093</u></b>		<b><u>\$1,045,587</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Long Term Debt Report**  
**FY 2023**

Series 2016, Capital Improvement Revenue Bonds		
Interest Rate:	4.50%	
Maturity Date:	5/1/36	\$5,960,000.00
Interest Rate:	4.625%	
Maturity Date:	5/1/47	\$8,220,000.00
Reserve Fund Requirement:	Maximum Annual Debt Assessments	
Bonds outstanding - 9/30/2022		\$14,180,000.00
Less:	May 1, 2023 (Mandatory)	\$0.00
Less:	November 1, 2022 (Special Call)	(\$20,000.00)
<b>Current Bonds Outstanding</b>		<b>\$14,160,000.00</b>
Series 2020, Capital Improvement Revenue Bonds		
Interest Rate:	3.125%	
Maturity Date:	5/1/25	\$910,000.00
Interest Rate:	3.800%	
Maturity Date:	5/1/30	\$1,745,000.00
Interest Rate:	4.400%	
Maturity Date:	5/1/40	\$4,810,000.00
Interest Rate:	4.600%	
Maturity Date:	5/1/51	\$8,525,000.00
Reserve Fund Requirement:	Maximum Annual Debt Assessments	
Bonds outstanding - 9/30/2022		\$15,990,000.00
Less:	May 1, 2023 (Mandatory)	\$0.00
<b>Current Bonds Outstanding</b>		<b>\$15,990,000.00</b>
<b>Total Current Bonds Outstanding</b>		<b>\$30,150,000.00</b>

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$3	\$3
Developer Contributions	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$3</u></b>	<b><u>\$3</u></b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$3</u></b>	<b><u>\$3</u></b>
<b>Net change in fund balance</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$3</u></b>	<b><u>\$3</u></b>
FUND BALANCE - Beginning	\$0		\$253	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$256</u></b>	

**LIVE OAK LAKE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS FUND**

Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the Period Ending March 31, 2023

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/23	ACTUAL THRU 03/31/23	VARIANCE
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$1	\$1
Developer Contributions	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
<b><u>OTHER FINANCING SOURCES/(USES)</u></b>				
Interfund Transfer In / (Out)	\$0	\$0	(\$1)	(\$1)
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$1)</b>	<b>(\$1)</b>
<b>Net change in fund balance</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>
FUND BALANCE - Beginning	\$0		\$89	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$89</u>	

**LIVE OAK LAKE  
COMMUNITY DEVELOPMENT DISTRICT**

General Fund  
Statement of Revenues, Expenditures, and Changes in Fund Balance (Month by Month)  
FY 2023

	OCT 2022	NOV 2022	DEC 2022	JAN 2023	FEB 2023	MAR 2023	APR 2023	MAY 2023	JUN 2023	JUL 2023	AUG 2023	SEP 2023	TOTAL
<i>Revenues</i>													
Assessments - Tax Collector	\$0	\$31,988	\$255,502	\$6,290	\$4,360	\$998	\$0	\$0	\$0	\$0	\$0	\$0	\$299,138
Assessments - Off Roll	\$55,469	\$0	\$0	\$53,837	\$0	\$53,837	\$0	\$0	\$0	\$0	\$0	\$0	\$163,143
Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Income	\$2	\$2	\$2	\$2	\$2	\$2	\$0	\$0	\$0	\$0	\$0	\$0	\$13
<b>Total Revenues</b>	<b>\$55,471</b>	<b>\$31,990</b>	<b>\$255,504</b>	<b>\$60,129</b>	<b>\$4,362</b>	<b>\$54,838</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$462,294</b>
<i>Expenditures</i>													
<u><i>Administrative</i></u>													
Supervisor Fees	\$0	\$200	\$0	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
FICA Expense	\$0	\$15	\$0	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46
Engineering	\$0	\$0	\$383	\$893	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675
Dissemination	\$417	\$517	\$417	\$417	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
Assessment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Property Appraiser	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arbitrage	\$0	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Attorney	\$3,822	\$1,251	\$1,402	\$2,933	\$500	\$881	\$0	\$0	\$0	\$0	\$0	\$0	\$10,789
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$4,041	\$4,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,081
Management Fees	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$3,063	\$0	\$0	\$0	\$0	\$0	\$0	\$18,375
Travel & Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$275	\$8	\$149	\$177	\$84	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$724
Printing & Binding	\$26	\$5	\$24	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62
Insurance	\$5,842	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,842
Legal Advertising	\$58	\$139	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$262
Other Current Charges	\$40	\$28	\$0	\$0	\$0	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$83
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Website Hosting/Compliance	\$388	\$0	\$0	\$388	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$776
<b>Total Administrative</b>	<b>\$23,147</b>	<b>\$9,866</b>	<b>\$5,502</b>	<b>\$8,307</b>	<b>\$4,464</b>	<b>\$4,406</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,692</b>
<u><i>Field Expenditures</i></u>													
Field Management	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$7,500
Property Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aquatic Control	\$1,474	\$1,474	\$1,474	\$3,382	\$3,382	\$3,382	\$0	\$0	\$0	\$0	\$0	\$0	\$14,568
Landscape Maintenance-Pond Areas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mitigation Maintenance	\$519	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519
Contingency	\$659	\$334	\$0	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,013
Landscape Maintenance	\$21,928	\$21,928	\$21,928	\$21,928	\$21,928	\$21,928	\$0	\$0	\$0	\$0	\$0	\$0	\$131,568
Landscaping Replacements	\$0	\$5,644	\$844	\$4,268	\$770	\$2,807	\$0	\$0	\$0	\$0	\$0	\$0	\$14,333
Pond Fountain Maintenance	\$450	\$0	\$1,908	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,158
Irrigation Consultant Services	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
Irrigation Repairs	\$0	\$0	\$764	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$764
Pressure Wash Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electricity-Street Lights	\$44	\$44	\$44	\$44	\$44	\$44	\$0	\$0	\$0	\$0	\$0	\$0	\$262
Water-Irrigation	\$2,015	\$4,841	\$5,242	\$4,688	\$5,779	\$5,348	\$0	\$0	\$0	\$0	\$0	\$0	\$27,914
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Field Expenses</b>	<b>\$28,839</b>	<b>\$36,014</b>	<b>\$33,954</b>	<b>\$36,080</b>	<b>\$34,453</b>	<b>\$35,259</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$204,599</b>
<b>Subtotal Operating Expenditures</b>	<b>\$51,986</b>	<b>\$45,881</b>	<b>\$39,455</b>	<b>\$44,386</b>	<b>\$38,917</b>	<b>\$39,666</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$260,291</b>
Interfund Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Excess Revenues (Expenditures)</b>	<b>\$3,485</b>	<b>(\$13,891)</b>	<b>\$216,049</b>	<b>\$15,743</b>	<b>(\$34,555)</b>	<b>\$15,172</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$202,003</b>

## SECTION 3



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 25, 2023

Ms. Brittany Brookes  
Recording Secretary  
Live Oak Lake Community Development District  
219 E. Livingston St.  
Orlando, FL 32801

RE: Live Oak Lake Community Development District – Registered Voters

Dear Ms. Brookes:

Thank you for your letter requesting confirmation of the number of registered voters within the Live Oak Lake Community Development District as of April 15, 2023.

The number of registered voters within the Live Oak Lake CDD is 1,154 as of April 15, 2023.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mary Arrington".

Mary Jane Arrington  
Supervisor of Elections

