

*Osceola Chain of Lakes  
Community Development District*

*Agenda*

*January 5, 2022*

# AGENDA

# *Osceola Chain of Lakes*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

December 29, 2021

Board of Supervisors  
Osceola Chain of Lakes  
Community Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Osceola Chain of Lakes Community Development District will be held Wednesday, January 5, 2022 at 1:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida. PLEASE NOTE THE LOCATION OF THE MEETING. Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the November 3, 2021 Meeting
4. Business Matters
  - A. Consideration of Trash Removal Agreement with The Lake Doctors, Inc.
  - B. Discussion of Installation of 'No Wake' Buoy Marker
  - C. Consideration of Resolution 2022-01 Adopting Amended Prompt Payment Policies and Procedures
  - D. Discussion of Dock License Agreement Process
5. Staff Reports
  - A. Attorney
  - B. Engineer
    - i. Consideration of Proposal for Preparation of Stormwater Management System Report
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
6. Public Comment Period
7. Other Business
8. Supervisor's Requests
9. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of minutes of the November 3, 2021 meeting. The minutes are enclosed for your review.

The fourth order of business is Business Matters. Section A is the consideration of the aquatic trash removal agreement with The Lake Doctors. A copy of the agreement is enclosed for your review. Section B is the discussion of a resident's request for the installation of a 'No Wake'

buoy in the lake behind their home on Chase Court. A copy of the proposed buoy is enclosed for your review. Section C is the consideration of Resolution 2022-01 adopting amended Prompt Payment Policies and Procedures. A copy of the Resolution and amended policy are enclosed for your review. Section D is the discussion of the dock license agreement process. A copy of the Master Dock Easement Agreement is enclosed for reference.

The fifth order of business is Staff Reports. Sub-Section 1 of the Engineer's Report is the consideration of proposal regarding preparation of a stormwater management system report per the statutory requirements. A copy of the proposal is enclosed for your review. Sub-Section 1 of the District Manager's Report includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement for review.

The next meeting date is scheduled for Wednesday, March 2, 2022 at 1:30 PM.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Sarah Sandy, District Counsel  
Nicole Stalder, District Engineer  
Alan Scheerer, Field Manager

Enclosures

# MINUTES

MINUTES OF MEETING  
OSCEOLA CHAIN OF LAKES  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Osceola Chain of Lakes Community Development District was held Wednesday, November 3, 2021 at 1:30 p.m. at Hart Memorial Central Library, 211 E. Dakin Avenue, Kissimmee, Florida.

Present and constituting a quorum were:

Tony Iorio	Chairman
Doug Beasley	Assistant Secretary
Tim Tassone	Assistant Secretary
Kimberly Locher	Assistant Secretary - by telephone

Also present were:

Jason Showe	District Manager
Sarah Sandy	District Counsel – by telephone
Chris Allen	District Engineer – by telephone
Alan Scheerer	Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 4, 2021 Meeting**

Mr. Iorio asked are there any comments on the minutes?

Ms. Sandy stated on page 3 after the public hearing was opened, note in the minutes that public comment was requested, but none was made.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the minutes of the August 4, 2021 meeting were approved, as amended.
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**FOURTH ORDER OF BUSINESS****Business Matters****A. Consideration of Landscape Maintenance Agreement with Down to Earth**

Mr. Showe stated we reviewed all the contracts since taking over and this one didn't have some of the required statutory language such as E-Verify, and we updated the agreement with the same terms.

Mr. Scheerer stated I met with Sydney a couple times along with Lake Doctors and went over some onsite issues that we saw.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the landscape maintenance agreement with Down to Earth was approved.

**B. Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2021**

Mr. Iorio stated next is consideration of the agreement with Grau & Associates to provide auditing services for Fiscal Year 2021.

Mr. Showe stated we just wrapped up Fiscal Year 2021 at the end of September. This would be an agreement with Grau to complete the audit once the financials are closed available. It is \$5,500 and we will go into the required RFP process the next time around.

Ms. Sandy stated I would like you to approve it subject to our review to make sure our suggested changes are incorporated.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the agreement with Grau & Associates to perform the Fiscal Year 2021 audit in the amount of \$5,500 was approved subject to review by District Counsel.

**C. Approval of Fiscal Year 2022 Meeting Schedule**

Mr. Showe stated we presented you with a meeting schedule that has meetings January 5, 2022, March 2nd, May 4<sup>th</sup>, July 6<sup>th</sup>, and September 7<sup>th</sup>. We booked the Celebration Library for those meetings.

Mr. Iorio stated if we don't have business to conduct we can cancel the meeting.

Mr. Showe stated absolutely.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the Fiscal Year 2022 meeting schedule was approved.

**D. Ratification of Fiscal Year 2020 Audit Report**

Mr. Iorio stated next is ratification of the 2020 audit.

Mr. Showe stated this has been submitted for compliance purposes. On the report to management there were some notes in the current year about not being completed in time. We will work with Grau to make sure this one is completed on schedule. For financial purposes it is a clean audit, it was a timing issue on submittal.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the fiscal year 2020 audit report was ratified.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Presentation of Memorandum Regarding New Statutory Stormwater Management System Reporting Requirement**

Ms. Sandy stated included in your agenda package is a memo regarding a new stormwater management system reporting requirement. During the 2021 legislative session the legislature enacted some new requirements requiring local governments including CDDs to perform a 20-year needs analysis for both wastewater and stormwater services. This requires us to complete by June 30<sup>th</sup> of next year and every five years thereafter a needs analysis of our stormwater system. I would like the Board to direct Dewberry to come back with a proposal for completing that work.

Mr. Iorio stated we will direct our engineer to do that. Christopher, are you familiar with it?

Mr. Allen stated yes.

**ii. Ratification of Transition of Legal Counsel**

Ms. Sandy stated we had informed the Chair and the Manager that our CDD practice group with Hopping Green & Sams will be joining a new law firm Kutak Rock effective November 15<sup>th</sup>. Our firm will no longer be providing legal services to special districts. The District has elected to receive legal services through Kutak Rock effective November 15<sup>th</sup>. I would ask that the Board take a motion to authorize the Chair to enter into a new fee agreement with Kutak Rock.

On MOTION by Mr. Iorio seconded by Mr. Beasley with all in favor the Chairman was authorized to enter into a fee agreement with Kutak Rock.

**B. Engineer**

Mr. Allen stated we have been coordinating with Hanover regarding completion of Phase 5. It looks like they are on pace for close to the end of the year and we will transition over after that.

Mr. Iorio stated I wanted to apprise the Board, that we are working through a plat issue we have in Phase 5. When the Engineer went to design a section, he pushed out one of the lots about 1,000 square feet to accommodate a drainage easement that happened to be in a portion of the county owned park, which we dedicated earlier to the county. We are working with the City to resolve this. There are other issues that have to be addressed, one is to create a smaller lot; instead of a 50-foot lot we would have a 40-foot lot to accommodate that. The other option would be to modify the boundary and get a quit claim back to us and then we would have to modify the CDD boundary as well. Right now the Engineer is meeting with the City to explain to them that it was his doing and he didn't make us aware, he thought we still owned the property. We believe the easiest thing is don't change any of the boundaries and try to get approval to do a 40-foot lot versus a 50-foot lot. We have instructed our engineer from Hanover to make sure that nothing gets turned over to anyone until Dewberry has an opportunity to handle that transaction.

**C. District Manager's Report**

**i. Approval of Check Register**

Mr. Showe presented the check register from October 1<sup>st</sup> through October 27, 2021.

On MOTION by Mr. Beasley seconded by Mr. Tassone with all in favor the check register in the amount of \$228,423.62 was approved.

**ii. Balance Sheet & Income Statement**

A copy of the balance sheet and income statement were included in the agenda package for review.

**iii. Field Manager**

Mr. Scheerer stated I met with Down to Earth twice and reviewed the pond bank mowing and talked with Ryan at Evergreen. We are trying to meet Monday afternoon so I can introduce myself to him.

Mr. Iorio asked have you met Andre Saravella?

Mr. Scheerer stated no.

Mr. Iorio stated he is our Engineer from Hanover Lakes and he was the project manager for the entire project and he can fill you in on any nuances.

Mr. Scheerer stated I would like to get some plats and make sure the ownership is verified. You have a pond map that is very generic. I did meet with the field manager for Lake Doctors about standing water around the edges of some ponds and on the house side of these buffer areas.

Mr. Iorio stated the goal of the littoral zones is to prevent erosion. From experience on other projects, a new spray doctor comes in and sprays everything and kills them.

Mr. Scheerer stated I'm meeting out there with a homeowner on Friday as well. He has questions about the ponds and I'm sure it is about the littoral zone plantings. The only thing I asked Lake Doctors to focus on is the Pennywort. I saw some primrose, which I'm not happy about, I don't like to see primrose on the backside of these pickerel weeds and duck potato. I'm asking them to remove that from the house side, but we are not pulling anything out that has been planted.

#### **SIXTH ORDER OF BUSINESS**

#### **Public Comment Period**

There were no members of the public present.

#### **SEVENTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS**

#### **Supervisor's Requests**

There being none,

On MOTION by Mr. Beasley seconded by Mr. Tassone the meeting  
adjourned at 1:49 p.m.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

## SECTION IV

# SECTION A



**The Lake Doctors, Inc.**  
Aquatic Management Services

Corporate Offices  
3543 State Road 419  
Winter Springs, FL 32708  
1-800-666-5253  
lakes@lakedoctors.com  
www.lakedoctors.com

## Water Management Agreement Trash Removal

**FJS/726640**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

**PROPERTY NAME** (*Community/Business/Individual*) \_\_\_\_\_

**MANAGEMENT COMPANY** \_\_\_\_\_

**INVOICING ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE ( )** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_ **EMAIL INVOICE: YES OR NO**

**THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO**      **THIRD PARTY INVOICING PORTAL: YES OR NO**

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"

**REQUESTED START DATE:** \_\_\_\_\_

**PURCHASE ORDER #:** \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **ONE TRASH REMOVAL** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Trash Removal for the one (1) lake associated with **OSCEOLA CHAIN OF LAKES CDD**, St. Cloud, FL

Casual trash such as cups, plastic bags and other man-made materials up to 10 lbs. will be removed during service visit. Large and dangerous items such as biohazards and landscape debris are not included.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Trash Removal	\$	600.00
	<b>Total Amount Due</b>	<b>\$</b>	<b>600.00</b>

**\$600.00 of the above sum-total shall be due and payable upon execution of this Agreement**, additional hours will be bill upon completion plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **15 business days**, weather permitting, with receipt of this executed Agreement and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **January 7, 2022**.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

*Fabian J. Stern*

**FABIAN J. STERN, ASST. VICE PRESIDENT- SALES**

CUSTOMER

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Name \_\_\_\_\_

**OFFICE/CUSTOMER**

# Terms & Conditions

## Trash Removal

1. Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during service visits. Large and dangerous items such as biohazards and landscape debris are not included.
2. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
3. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
4. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
5. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
6. The amount is firm for the entire term of the original Agreement.
7. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER, or others for indirect, special or consequential damages resulting from any cause whatsoever.
8. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
9. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
10. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
11. CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services and/or invoicing portals.
12. THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.

## SECTION B

## Permafloat No Wake Marker Buoy

★★★★☆ 3.3 (10)

Item No. 523901

[Write a review](#)

FYI. If approved I would purchase one and so would another resident in the community. Placement requirements would have to be met and I don't know what those are at this this time. If approved I would research that. Thanks Alan

## SECTION C

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Osceola Chain of Lakes Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

**OSCEOLA CHAIN OF LAKES COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

\_\_\_\_\_, 2021

**Osceola Chain of Lakes Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the Osceola Chain of Lakes Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is \_\_\_\_\_. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (407) 841-5524, email [gflint@gmscfl.com](mailto:gflint@gmscfl.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. **Mailing and Drop Off Address**  
Osceola Chain of Lakes Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: George Flint, District Manager
2. **Email Address**  
gflint@gmscfl.com

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

1. **Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
2. **Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
3. **Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

#### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

#### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

#### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

##### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

# SECTION D

This instrument was prepared by and  
upon recording should be returned to:

• (This space reserved for Clerk)

Sarah R. Sandy, Esq.  
HOPPING GREEN & SAMS P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

### **MASTER DOCK EASEMENT AGREEMENT**

**THIS MASTER DOCK EASEMENT AGREEMENT ("Master Easement Agreement")** is made this 17th day of March, 2020, by and between:

**Osceola Chain of Lakes Community Development District**, a local unit of special-purpose government organized under Chapter 190, *Florida Statutes*, whose address is c/o Moyer Management Group, 313 Campus Street, Celebration, Florida 34747 (the "**District**" or "**Grantor**"); and

**Hanover Lakes, LLC**, a Florida limited liability company, whose address is 605 Commonwealth Avenue, Orlando, Florida 32803, its successors, Subgrantees (as defined herein), and assigns (the "**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**")

### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements, which improvements primarily benefit the residents of Hanover Lakes (the "**Development**"); and

**WHEREAS**, the District is the owner in fee simple of that certain network of navigable retention ponds and storm water management facility within the Development more particularly described as Tract A, Hanover Lake Phase 3, a replat, according to the plat thereof recorded in Plat Book 29, Page 5 of the public records of Osceola County, Florida (the "**Waterbody**"); and

**WHEREAS**, the Waterbody is a component of the Development's master storm water system which storm water system is operated and maintained by the District pursuant to the provisions of that certain Permit No. 49-02458-P issued by the South Florida Water Management District (the "**Permit**"); and

**WHEREAS**, pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated and recorded July 13, 2018 at O.R. Book 5367, Page 192, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated August 1, 2018 and recorded August 3, 2018 at O.R. Book 5379, Page 604, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated October 31, 2018 and recorded November 1, 2018 at O.R. Book 5428, Page 223, all of the public records of Osceola County, Florida (as the same may be further amended and/or supplemented from time to time (collectively, the "**Declaration**"), the Grantee has established certain terms and conditions upon which the Grantee and District are willing to permit the construction of docks over, within, and upon the Waterbody for the benefit of certain platted lots which are adjacent to and

share a common boundary line with the Waterbody (each a "**Benefitted Lot**" and collectively, the "**Benefitted Lots**"); and

**WHEREAS**, Grantee has requested and the District has agreed to grant to Grantee this Master Easement Agreement granting to Grantee, and such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon the portions of the Waterbody more particularly identified herein for the purpose of permitting Grantee, or such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, to construct, repair, own, maintain, and enjoy Dock Structures (hereinafter defined) located within the Waterbody for the benefit of the Benefitted Lots (the "**Master Dock Easement**"); and

**WHEREAS**, the District and Grantee desire to set forth the terms of their mutual agreement regarding the Master Dock Easement granted to Grantee pursuant to this Master Easement Agreement.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and Grantee hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Master Dock Easement.** The District hereby grants and conveys to Grantee the Master Dock Easement over that portion of the Waterbody lying within an area bounded by the platted boundary line of the Waterbody and extending into the Waterbody for a limited distance as necessary to accommodate the entirety of the Dock Structure (the "**Dock Easement Area**"). The Master Dock Easement shall permit Grantee and its successors, Subgrantees, or assigns, the right to:

A. Subject to Grantee's, or its successors, Subgrantees, or assigns' compliance with the provisions of Sections 3 and 4 of this Master Easement Agreement, construct, repair, own, maintain, and enjoy Dock Structures within the Dock Easement Area provided that the same are located and constructed in accordance with the provisions of this Master Easement Agreement and the Declaration. The term "**Dock Structure**" shall refer to that certain Private Dock (as defined in the Declaration) constructed in the Waterbody and located adjacent to the rear boundary line of the Benefitted Lot;

B. The right to install, own, maintain, repair and replace, ramps, catwalks, pilings, if any, on the bottom of the Waterbody supporting Dock Structures and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and as the same may be further regulated by the Declaration;

C. The right to install, own, maintain, repair and replace boat lift pilings, if any, on the bottom of the Waterbody supporting a boat lift ("**Boat Lift**") and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and the Boat Lift is designed for use with, and constitutes a part of, the Dock Structure and as the same may be further regulated by the Declaration;

D. The right to install, own, maintain, repair and replace certain electrical and water utilities, as applicable, as the same may be necessary or convenient in connection with the construction and/or use of an Dock Structure or Boat Lift; and

E. Access and cross those portions of the Waterbody lying outside of the Dock Easement Area for the purpose of constructing, repairing, maintaining, and reconstructing Dock Structures located within the Dock Easement Area.

**3. Conditions of the Master Dock Easement.** The Master Dock Easement granted in Section 2, above, is subject to the following terms and conditions:

A. Grantee's and any Subgrantee's, as appropriate, access to and use of the Waterbody for the purposes contemplated by this Master Dock Easement are limited to the scope of the Master Dock Easement granted herein;

B. Grantee or any Subgrantee, as appropriate, shall be fully responsible for Grantee's or Subgrantee's, as the case may be, cost for the construction, repair, maintenance, and reconstruction of Dock Structures located within the Dock Easement Area pursuant to the Master Dock Easement; and

C. All Dock Structures located in the Dock Easement Area shall be accessed, constructed, repaired, maintained, reconstructed, owned, and enjoyed in strict accordance with all applicable laws, regulations, codes, permits (including the Permit), the Declaration (including, but not limited to, Article 11 thereof, together with the applicable provisions of any subsequent amendment, modification, or restatement of such Declaration), and this Master Easement Agreement; and

D. A maximum of one (1) Dock Structure per Benefitted Lot may exist pursuant to the Master Dock Easement. Such maximum does not waive further limitations on the maximum number of Dock Structures pursuant to applicable laws, regulations, codes, permits (including the Permit), and the Declaration.

**4. Conditions for the Construction of a Dock Structure by Subgrantee.** No Dock Structure shall be constructed within the Dock Easement Area by a Subgrantee unless Subgrantee satisfies the following conditions:

A. Subgrantee complies with all requirements, terms, and conditions of the Declaration for construction of a Dock Structure for the benefit of such Subgrantee's lot or lots, including, if applicable, receipt of any approvals by the Hanover Lake Homeowners Association, Inc., a Florida not for profit association (the "Association"), which may be required under the Declaration; and

B. Subgrantee receives the applicable Assignment of Dock Rights between Grantee, or its successor, and such Subgrantee granting it rights to construct the Dock Structure for the benefit of such Subgrantee's lot or lots.

**5. Subgrantees.** Subject to the provisions of this Section 5, Grantee is expressly permitted to partially assign Grantee's rights under this Master Easement Agreement (each an "Assignment of Dock Rights") to owners of Benefitted Lots and their successors and assigns (each a "Subgrantee"). Each Assignment of Dock Rights shall be memorialized in writing in substantially the form attached hereto as Exhibit A. Grantee agrees that it shall not convey title to any Benefitted Lot which has been improved with a Dock Structure without contemporaneously delivering an Assignment of Dock Rights to the party acquiring title to the Benefitted Lot.

**6. Access; Prohibition Against Liens; Damage Repair.**

A. The District hereby grants Grantee or a Subgrantee, as the case may be, and their contractors the limited right to access the Dock Easement Area from time to time for the purposes described in this Master Easement Agreement. Grantee or a Subgrantee, as the case may be, shall use all due care to access and use the Waterbody for the purposes contemplated by this Master Dock Easement without adverse impact and/or damage to any other Dock Structures within the Dock Easement Area, any of the District's stormwater structures or improvements located in the Waterbody, or the functionality of the Waterbody's drainage system. Grantee or such Subgrantee, as the case may be, shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Grantee's or such Subgrantee's use of the Waterbody or Dock Easement Area under this Master Easement Agreement.

B. Grantee or Subgrantee, as the case may be, shall not cause or permit and shall promptly remove any liens, including mechanic's or materialmen's liens, imposed against the Waterbody or any District improvements located on the Waterbody for goods or services furnished to Grantee or Subgrantee, as the case may be.

C. In the event that Grantee or a Subgrantee, as the case may be, or their respective employees, agents, assignees, or contractors (or their subcontractors, employees or materialmen) cause damage to the Waterbody or any of the District's improvements located within the Waterbody, in the exercise of the rights granted herein, Grantee or a Subgrantee, as the case may be, at Grantee's or Subgrantee's cost and expense, agrees to pay for the District's cost and expenses to pursue the restoration of the same and the improvements so damaged to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, stormwater facilities, and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage. All repairs and/or restoration made pursuant to this Section 6.C. shall be conducted by the District, in the District's sole discretion.

**7. Maintenance and Repair of Dock Structures; Remedies.** Each Subgrantee as an owner of a Benefitted Lot shall repair and maintain the Dock Structure affixed to the subject Benefitted Lot in good condition and repair, at such Subgrantee's sole cost and expense, and if necessary shall replace said Dock Structure from time to time, in accordance with the specifications in which the Dock Structure was originally constructed and/or subject to the terms and conditions of the Declaration. In the event that any Subgrantee fails to maintain, repair or replace the Dock Structure affixed to its Benefitted Lot as required by this section, the Association and/or the District shall have the right, but not the obligation, to perform such maintenance, repair or replacement at such Subgrantee's sole cost and expense. If performed by the District, such Subgrantee shall reimburse the District within ten (10) days of written demand to such Subgrantee. In the event that the subject Subgrantee fails to reimburse the District as required by this section within such 10-day period, then the amount due by such Subgrantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of Osceola County, Florida against title to the Benefitted Lot and/or such Subgrantee's interest in the Master Dock Easement and Dock Easement Area, to secure any amount owed by such Subgrantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

**8. Indemnification; Insurance.**

A. Grantee, for so long as it shall own any Benefitted Lot, hereby agrees to indemnify and hold harmless the District, its supervisors, officers, and agents (all of the foregoing collectively, the "**Indemnified Parties**") from and against any claims, losses, or liabilities (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of or related to the acts or omissions of

Grantee and Grantee's officers, staff, employees, agents, contractors, and subcontractors pursuant to this Master Dock Easement. For the avoidance of doubt, Grantee shall be released from the obligations pursuant to this Section 8A with respect to each Benefitted Lot upon the conveyance of such Benefitted Lot to a Subgrantee, whereupon the provisions of Section 8B, below, shall control.

B. Each Subgrantee by receiving an Assignment of Dock Rights or by taking title to a Benefitted Lot improved with a Dock Structure, as applicable, agrees to and shall indemnify and hold harmless the Indemnified Parties from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure affixed to such Subgrantee's Benefitted Lot. The subject Subgrantee's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the subject Dock Structure or as a result of a person falling or jumping from the subject Dock Structure; (b) claims arising out of the utilization of the subject Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the subject Dock Structure; and (d) claims arising out of such Subgrantee's, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the Waterbody.

C. Grantee, for so long as it shall own a Benefitted Lot, and Grantee's employees, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) performing work for Grantee on the Waterbody shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District.

D. Subgrantee's contractors (and their subcontractors, employees, and materialmen) performing work for Subgrantee in the Dock Easement Area pursuant to this Dock Easement shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District.

9. **Compliance with Laws, Rules and Policies.** Grantee, for so long as it shall have any own a Benefitted Lot, and all Subgrantees, as to their respective interests in the Dock Easement Area, shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Master Easement Agreement and shall, upon request of the District, provide proof of such compliance. Additionally, Grantee and all Subgrantees acknowledges that the Association and District have each adopted, or will adopt, certain rules regulating the Waterbody (collectively, the "**Waterway Rules**"), which Waterway Rules may from time to time be amended by the Association or District, respectively, as provided by law. Grantee and all Subgrantees shall comply with the Waterway Rules as they shall exist from time to time.

10. **Sovereign Immunity.** Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Master Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**11. Recovery of Costs and Fees.** In the event either party is required to enforce this Master Easement Agreement by court proceedings or otherwise against the other party, then if successful, that party shall be entitled to recover from the other party against which recovery was sought reasonable attorneys' fees and paralegals' fees and costs.

**12. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Master Easement Agreement.

**13. Amendment.** Amendments to and waivers of the provisions contained in this Master Easement Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**14. Assignment; Appurtenance.** Except as specifically provided herein, neither the District, nor Grantee or any Subgrantee, may assign their rights, duties or obligations under this Master Easement Agreement without the prior written approval of the other; provided however, the following assignments may be made without the District's consent: (i) Grantee may assign its rights, duties and obligations under this Master Easement Agreement to the Association, as long as the Association assumes all of Grantee's remaining rights, duties and obligations hereunder. Notwithstanding the prior sentence, upon the granting of an Assignment of Dock Rights to the initial Subgrantee, the Dock Easement under such Assignment of Dock Rights shall be an appurtenance to the title of such Subgrantee's Benefitted Lot, all as further provided in Exhibit A. Any purported assignment without written authorization required herein shall be void.

**15. Independent Contractor.** In all matters relating to this Agreement, Grantee and each Subgrantee shall act as an independent contractor. Neither Grantee nor any Subgrantee, nor any individual employed by them in connection with the use of the Waterbody or the Dock Easement Area, are employees of the District under the meaning or application of any federal or state laws. Grantee and Subgrantees agree to assume all liabilities and obligations imposed by one or more of such laws with respect to itself and their employees in the use of the Waterbody and the Dock Easement Area. Grantee and Subgrantees shall have no authority to assume or create any obligation, express or implied, on behalf of the District, and Grantee and Subgrantees shall have no authority to represent the District as agent, employee or in any other capacity.

**16. Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

If to the District:

Osceola Chain of Lakes  
Community Development District  
313 Campus Street  
Celebration, Florida 34747  
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Tucker Mackie, District Counsel

If to Grantee:

Hanover Lakes, LLC  
605 Commonwealth Avenue  
Orlando, Florida 32803

Attn: Andrew Orosz

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Grantee may deliver Notice on behalf of the District and Grantee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Upon receipt of an Assignment of Dock Rights, Subgrantees shall immediately provide the District their names and addresses for the purpose of providing Notice consistent with this paragraph.

**17. Interference by Third Party.** The District shall be solely responsible for enforcing its rights under this Master Easement Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Master Easement Agreement.

**18. Public Records.** Grantee and Subgrantees acknowledge and agree that all documents of any kind relating to this Master Easement Agreement may be public records and shall be treated as such in accordance with Florida law.

**19. Release of Grantee.** For the avoidance of doubt, and notwithstanding any provision of this Agreement to the contrary, Grantee shall be unconditionally released from this Master Easement Agreement with respect to each Benefitted Lot upon the conveyance of such Benefitted Lot to a Subgrantee, and with respect to the entirety of this Master Easement Agreement upon the conveyance of all of the Benefitted Lots to Subgrantees. If requested by Grantee, Grantor shall execute such reasonable documentation as may be necessary, from time to time, to memorialize the foregoing release of Grantee.

**20. Controlling Law and Venue.** This Master Easement Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Osceola County, Florida.

**21. Arm's Length Negotiation.** This Master Easement Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Master Easement Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

**22. Third Party Beneficiaries.** This Master Easement Agreement is solely for the benefit of the parties hereto and, with the exception of Subgrantees who have received rights hereunder pursuant to an Assignment of Dock Rights, no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Master Easement Agreement. Nothing in this Master Easement Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto and Subgrantees any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Master Easement Agreement; and all of the

provisions, representations, covenants and conditions contained in this Master Easement Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

**23. Effective Date; Term.** This Master Easement Agreement shall become effective on the date first written above and shall continue in full force and effect until amended or terminated by the parties.

**24. Authorization.** The execution of this Master Easement Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Master Easement Agreement.

**25. Severability.** The invalidity or unenforceability of any one or more provisions of this Master Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Master Easement Agreement, or any part of this Master Easement Agreement not held to be invalid or unenforceable.

**26. Headings for Convenience Only.** The descriptive headings in this Master Easement Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Master Easement Agreement.

**27. Counterparts.** This Master Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

OSCEOLA CHAIN OF LAKES COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government established pursuant to  
Chapter 190, *Florida Statutes*

Witnessed:

Lisa Kilgore  
Print Name: Lisa Kilgore

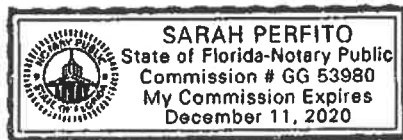
By: Anthony Toro  
Print Name: Anthony Toro  
Print Title: Chairperson

Paul Davel  
Print Name: Paul Davel

STATE OF FLORIDA  
COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Anthony Toro as Chairperson of Osceola Chain of Lakes Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of the District, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 12 day of March, 2020.



[Signature]  
Notary Public

Personally known: ☒  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantee has hereunto set its hand and seal the day and year first above written.

**HANOVER LAKES, LLC,**  
a Florida limited liability company

Witnessed:

Lisa Kilgore  
Print Name: Lisa Kilgore

Paul David  
Print Name: Paul David

By: Hanover Land Company, LLC,  
a Florida limited liability company,  
its Manager

Andrew Orosz  
By: Andrew Orosz  
Print Name: Andrew Orosz  
Print Title: Vice President

STATE OF Florida  
COUNTY OF Orange

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Andrew Orosz as Vice President of Hanover Land Company, LLC, a Florida limited liability company, on behalf of the limited liability company, as Manager of Hanover Lakes, LLC, a Florida limited liability company, on behalf of the limited liability company, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal this 17 day of March, 2020.



Sarah Perfito  
Notary Public

Personally known: ✓  
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

**Note to Examiner:** This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

**Exhibit A:**

**Form of Assignment of Dock Rights**

This instrument was prepared by and  
upon recording should be returned to:

(This space reserved for Clerk)

\_\_\_\_\_  
[Address]  
[City, State, Zip]

Reference to the following recorded instrument  
In the Public Record of Osceola County:  
Master Dock Easement Agreement, Book \_\_, Page \_\_

**ASSIGNMENT OF DOCK RIGHTS FOR  
LOT \_\_ BLOCK \_\_ OF HANOVER LAKES PHASE \_\_,  
PER PLAT BOOK \_\_, PAGES \_\_ THROUGH \_\_, OF THE PUBLIC RECORDS OF  
OSCEOLA COUNTY, FLORIDA**

THIS ASSIGNMENT OF DOCK RIGHTS (the "**Assignment of Dock Rights**") is made, executed, granted, imposed and declared this \_\_ day of \_\_, 20\_\_, by **HANOVER LAKES, LLC**, a Florida limited liability company ("**Hanover**") to and in favor of the Owner (as that term is defined below) of Lot \_\_, Block \_\_, Hanover Lakes Phase \_\_, according to the plat thereof (the "**Plat**") recorded in Plat Book \_\_, Pages \_\_ through \_\_, inclusive, of the Public Records of Osceola County, Florida ("**Benefitted Lot**").

**RECITALS**

A. The term "**Owner**" shall collectively mean and refer to [INSERT NAME], the fee simple record owner of the Benefitted Lot (individually, referred to as the "**Initial Owner**"), and its successors in interest and assigns (the "**Subsequent Owner**"). The term "**Declaration**" shall refer to the Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated and recorded July 13, 2018 at O.R. Book 5367, Page 192, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated August 1, 2018 and recorded August 3, 2018 at O.R. Book 5379, Page 604, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated October 31, 2018 and recorded November 1, 2018 at O.R. Book 5428, Page 223, all of the public records of Osceola County, Florida, as the same may be further amended and/or supplemented from time to time. The term "**Dock Structure**" shall refer to that certain Private Dock (as defined in the Declaration) constructed in the Waterbody (hereafter defined) and located adjacent to the rear boundary line of the Benefitted Lot. Unless otherwise expressly provided herein capitalized terms used herein shall have the same meaning as those capitalized terms set forth in the Declaration.

B. The Osceola Chain of Lakes Community Development District (the "**District**") is the owner in fee simple of that certain network of navigable retention ponds and storm water management facility located more particularly described as Tracts A-1, A-2, and A-4, Hanover Lake Phase 1, a replat, according to the plat thereof recorded in Plat Book 27, Page 18 of the public records of Osceola County, Florida (the "**Waterbody**").

C. The Waterbody is a component of the District's master stormwater management system (the "**Stormwater Improvements**") operated and maintained by the District pursuant to the provisions of that certain Permit No. 49-02458-P issued by the South Florida Water Management District (the "**Permit**").

D. Hanover holds a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon portions of the Waterbody for the purpose of, among other things, assigning Dock Easements (hereinafter defined), all as more particularly described in that certain Master Dock Easement Agreement dated \_\_\_\_\_, 2018, and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the public records of Osceola County, Florida (the "**Master Easement Agreement**")

E. The Waterbody is adjacent to, and shares a common boundary line with, the Benefitted Lot. Hanover wishes to grant to the Owner of the Benefitted Lot certain rights to construct, repair, own, maintain and enjoy a Dock Structure located within the Waterbody.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, Hanover and Owner hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Dock Easement.** Hanover does hereby give, grant, and convey to the Owner of the Benefitted Lot, and their successors and assigns, a perpetual, non-exclusive easement (the "**Dock Easement**") over, within, and upon the Benefitted Lot's Dock Easement Area (as hereinafter defined) for the purpose of permitting Owner to construct, repair, own, maintain, access and enjoy one (1) Dock Structure located within the Waterbody for the benefit of the Benefitted Lot. The granting of this Dock Easement constitutes a partial assignment of Hanover's rights under the Master Easement Agreement to Owner, as a Subgrantee (as defined in the Master Easement Agreement), and pertaining only to that Dock Easement Area adjacent to the Benefitted Lot and, as such, is subject to all terms, conditions, and limitations of the Master Easement Agreement provided therein. The Dock Structure shall be located adjacent to the Benefitted Lot at the location in the Waterbody specified in **Exhibit A** attached hereto (the "**Benefitted Lot's Dock Easement Area**"), which is located within the Dock Easement Area (as such term is defined the Master Easement Agreement).

3. **Compliance.** Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that Owner's rights hereunder are subject to all applicable laws, regulations, codes, permits (including but not limited to the Permit), the Master Easement Agreement (as a Subgrantee thereunder), and the Declaration (including, but not limited to, Article 11 thereof), and Owner shall not exercise Owner's rights under this Assignment of Dock Rights in a manner which is inconsistent with such applicable laws, regulations, codes, permits (including the Permit), the Master Easement Agreement, and/or Declaration.

4. **Indemnification.** As a condition to the rights granted herein, Owner shall unconditionally indemnify, defend and hold harmless Hanover, together with its directors, officers, employees, attorneys and agents, from and against all liability, claims, demands, costs, and expenses, whether justified or not, including attorney's fees, paraprofessional fees and expenses at administrative, trial, and appellate levels, which may be incurred or imposed upon any of them by reason of injury to or death of persons, damage to property, or any other claim or damage arising directly or indirectly out of Owner's use, construction or existence of the Dock Structure on the Benefitted Lot, or the exercise of the rights granted herein by Owner.

5. **No Liability.** Hanover shall have no responsibility or liability for injury to or the death of any person or damage to any property by reason of its execution and delivery of this Assignment of Dock

Rights or for any act or omission of Owner. The term Owner, for purposes of this paragraph, shall include any contractor or subcontractor employed to construct, maintain, repair or replace the Dock Structure, members of the Owners' family and/or any of Owner's employees, guests, agents or invitees.

6. **Materials.** The construction of a Dock Structure shall be strictly in conformance with all rules, regulations, and specifications promulgated by the Association pursuant to the Declaration, from time to time, and shall further be constructed out of materials approved by the Association. Prior to the commencement of construction (including repair or renovation) of a Dock Structure, an Owner shall request approval of the same in the manner contemplated by Article 21 of the Declaration. The construction of a Dock Structure shall only be completed by a contractor expressly approved by the Association.

7. **Insurance.** As a condition to Owner's construction of the Dock Structure on the Benefitted Lot and the subsequent use by the Owner thereof, Owner shall deliver to Hanover evidence of there being in full force and effect liability insurance with respect to injury and damage to person and the Dock Structure in amounts reasonably determined by Hanover. Such insurance shall be issued by an insurance company acceptable to Hanover and Hanover and the Association shall be named as additional insured parties. The insurance company shall furnish written evidence that the insurance shall not be terminated or modified in any manner except upon thirty (30) days prior written notice to Hanover. In the event that an Owner does not comply with the provisions of this Section 12, Hanover, if it is able to do so, may obtain such insurance and is authorized to impose an individual Assessment upon the Owner's Home in the amount of the required premium, but if it is not able to obtain such insurance or elects not to do so, Hanover shall have the right to terminate the use of the Dock Structure, including, if necessary, the institution of legal action to enjoin such use. If Hanover is unable or elects not to obtain such insurance, it shall not be liable or responsible for any loss or damage suffered by an Owner or any other person, or damage to the Dock Structure or a Home.

8. **Appurtenance.** Upon the granting of this Assignment of Dock Rights to the Initial Owner, the Dock Easement shall be an appurtenance to the title of the Benefitted Lot and shall thereafter run with title to the Benefitted Lot upon conveyance of the Benefitted Lot to any Subsequent Owner. At the time of conveyance of the Benefitted Lot to a Subsequent Owner, any Subsequent Owners of the Benefitted Lot shall be deemed to be the easement holder hereunder to the same extent as if originally named herein.

9. **Subsequent Owners.** Recordation of a conveyance of the Benefitted Lot shall be deemed to be acceptance by a Subsequent Owner of all terms, conditions and requirements of this Assignment of Dock Rights, and it shall be the responsibility of a Subsequent Owner to determine whether the prior Owner of the Benefitted Lot is in compliance with this Assignment of Dock Rights and any applicable government permits, including the Permit, at the time of conveyance of the Benefitted Lot. Any transfer of this Assignment of Dock Rights is not an agreement of District that the Dock Structure is in compliance with the requirements of this Assignment of Dock Rights, Master Easement Agreement, or the Declaration.

10. **Remedies.** In the event that the Owners shall fail to strictly comply with the provisions of this Assignment of Dock Rights, Hanover shall have the right to exercise all or any of the following remedies, in addition to all other remedies available at law or equity: (a) remove the Dock Structure from the Benefitted Lot at the total expense of the Owner, (b) terminate the rights granted pursuant to this Assignment of Dock Rights, (c) take corrective action on behalf of the Owner of a Dock Structure and collect all such sums incurred by Hanover plus an administrative fee equal to 18% of such cost from the Owner, or (d) obtain injunctive relief from a court of competent jurisdiction, and recover from Owner all of Hanover's fees, expenses, and costs incurred in connection with such legal action from Owner.

11. **Amendment.** This Assignment of Dock Rights may not be amended except in writing signed by the fee simple Owner of the Benefitted Lot and the fee simple owner of the Waterbody.

IN WITNESS WHEREOF, the Hanover has executed this Assignment of Dock Rights.

Signed, sealed and delivered  
in the presence of:

**HANOVER LAKES, LLC,**  
a Florida limited liability company

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

By: **HANOVER LAND COMPANY, LLC,**  
a Florida limited liability company,  
its Manager

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of Hanover Land Company, LLC, a Florida limited liability company, on behalf of the company, which serves as the Manager of Hanover Lakes, LLC, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**JOINDER AND CONSENT  
OF BUYER/OWNER**

The undersigned Buyer/Owner hereby joins in and consents to the Assignment of Dock Rights to which this joinder and consent is attached.

WITNESSES (as to both):

BUYER:

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

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

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

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

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

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

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_, who /\_\_\_/ are personally known to me or /\_\_\_/ produced \_\_\_\_\_ as identification.

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

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

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

(AFFIX NOTARY SEAL)

## SECTION V

## SECTION B

# SECTION 1

*This item will be provided under  
separate cover*

## SECTION C

# SECTION 1

# Osceola Chain of Lakes Community Development District

## Check Run Summary

October 28, 2021 thru December 28, 2021

Fund	Date	Check No.'s	Amount
General Fund	11/10/21	6 - 8	\$10,932.86
	11/16/21	9	\$2,916.68
	12/2/21	10	\$211.25
	12/14/21	11 - 12	\$4,439.23
	12/27/21	13	\$413,562.48
			<hr/> \$432,062.50

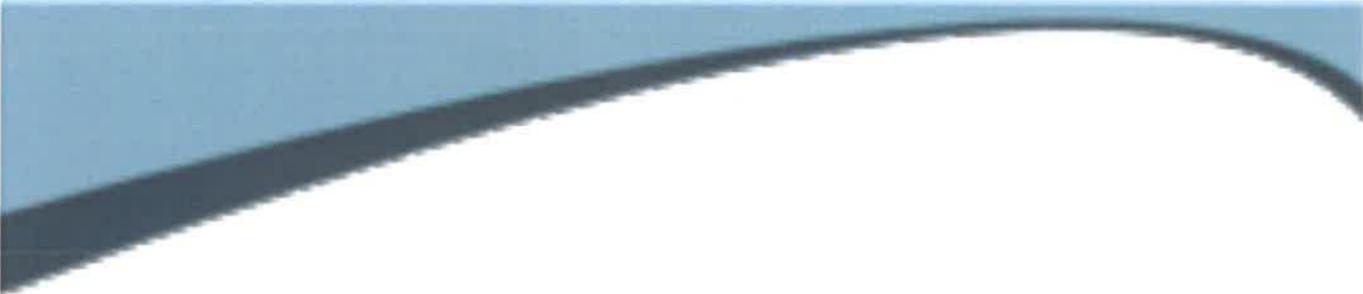
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/10/21	00004	10/01/21	INV10750	202110	320-53800-46000					LAKE BANK MOWING OCT21	*	3,292.68	
11/01/21		11/01/21	INV10913	202111	320-53800-46000					LAKE BANK MOWING NOV21	*	3,292.68	
11/10/21	00006	9/30/21	125559	202109	310-51300-31500					DOWN TO EARTH	*	1,356.50	6,585.36 000006
										ATTORNEY FEES SEP 21			
11/10/21	00005	6/01/21	584680	202106	320-53800-46200					HOPPING GREEN & SAMS	*	997.00	1,356.50 000007
10/01/21		10/01/21	610973	202110	320-53800-46200					LITTORAL ZONE JUN21	*	997.00	
11/01/21		11/01/21	617173	202111	320-53800-46200					LITTORAL ZONE OCT21	*	997.00	
										LITTORAL ZONE NOV21			
11/16/21	00001	11/01/21	2	202111	310-51300-34000					THE LAKE DOCTORS INC	*	2,916.67	2,991.00 000008
11/01/21		11/01/21	2	202111	310-51300-35200					MANAGEMENT FEES NOV21	*	50.00	
11/01/21		11/01/21	2	202111	310-51300-35100					WEBSITE ADMIN NOV21	*	75.00	
11/01/21		11/01/21	2	202111	310-51300-31300					INFORMATION TEC NOV21	*	291.67	
11/01/21		11/01/21	2	202111	310-51300-34000					DISSEMINATION SVC NOV21	*	416.66-	
										MANAGEMENT FEES OCT21 ADJ			
12/02/21	00003	10/27/21	04423188	202110	310-51300-48000					GOVERNMENTAL MANAGEMENT SERVICES-CF	*	211.25	2,916.68 000009
										OCL MEETING 11/03/21			
12/14/21	00001	12/01/21	4	202112	310-51300-34000					ORLANDO SENTINEL	*	2,916.67	211.25 000010
12/01/21		12/01/21	4	202112	310-51300-35200					MANAGEMENT FEES DEC21	*	50.00	
12/01/21		12/01/21	4	202112	310-51300-35100					WEBSITE ADMIN DEC21	*	75.00	
12/01/21		12/01/21	4	202112	310-51300-31300					INFORMATION TECH DEC21	*	291.67	
12/01/21		12/01/21	4	202112	310-51300-51000					DISSEMINATION SVCS DEC21	*	.12	
12/01/21		12/01/21	4	202112	310-51300-42000					OFFICE SUPPLIES	*	17.42	
										POSTAGE			

OSCE OSCEOLA CHAIN KCOSTA

CHECK DATE	VEND#	.....INVOICE DATE	.....INVOICE INVOICE	.....EXPENSED TO... YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/01/21	00005	12/01/21	4	202112	310-51300-42500	COPIES	*	91.35	
12/14/21	00005	12/01/21	623272	202112	320-53800-46200	LITTORAL ZONE DEC21	*	997.00	3,442.23 000011
12/27/21	00015	12/27/21	12272021	202112	300-20700-10000	ASSESSMENT TRANSFER S2018	*	134,290.22	997.00 000012
12/27/21		12/27/21	12272021	202112	300-20700-10000	ASSESSMENT TRANSFER S2020	*	241,107.31	
12/27/21		12/27/21	12272021	202112	300-20700-10000	DIRECT ASSMNT TXFER S2020	*	38,164.95	
						OSCEOLA CHAIN OF LAKES C/O US BANK		413,562.48	000013
						TOTAL FOR BANK A		432,062.50	
						TOTAL FOR REGISTER		432,062.50	

OSCEOLA CHAIN KCOSTA

## SECTION 2



***Osceola Chain of Lakes***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2021***



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6	<u>Series 2020 Capital Projects Fund</u>
7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

**Osceola Chain of Lakes**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2021**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<b>Cash:</b>				
Operating Account	\$ 47,773	\$ -	\$ -	\$ 47,773
<b>Series 2018</b>				
Reserve	\$ -	\$ 73,553	\$ -	\$ 73,553
Revenue	\$ -	\$ 14,491	\$ -	\$ 14,491
Construction	\$ -	\$ -	\$ 634	\$ 634
<b>Series 2020</b>				
Reserve	\$ -	\$ 171,499	\$ -	\$ 171,499
Revenue	\$ -	\$ 5,268	\$ -	\$ 5,268
Construction	\$ -	\$ -	\$ 8	\$ 8
Due from Other	\$ 676	\$ -	\$ -	\$ 676
Due from General Fund	\$ -	\$ 16,097	\$ -	\$ 16,097
<b>Total Assets</b>	<b>\$ 48,449</b>	<b>\$ 280,908</b>	<b>\$ 643</b>	<b>\$ 330,000</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 31	\$ -	\$ -	\$ 31
Due to Debt Service	\$ 16,097	\$ -	\$ -	\$ 16,097
<b>Total Liabilities</b>	<b>\$ 16,127</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,127</b>
<b>Fund Balances:</b>				
Unassigned	\$ 32,322	\$ -	\$ -	\$ 32,322
Assigned for Debt Service S2018	\$ -	\$ 94,161	\$ -	\$ 94,161
Assigned for Debt Service S2020	\$ -	\$ 186,747	\$ -	\$ 186,747
Assigned for Capital Projects S2018	\$ -	\$ -	\$ 634	\$ 634
Assigned for Capital Projects S2020	\$ -	\$ -	\$ 8	\$ 8
<b>Total Fund Balances</b>	<b>\$ 32,322</b>	<b>\$ 280,908</b>	<b>\$ 643</b>	<b>\$ 313,873</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 48,449</b>	<b>\$ 280,908</b>	<b>\$ 643</b>	<b>\$ 330,000</b>

# Osceola Chain of Lakes

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
<b>Revenues</b>				
Assessments	\$ 197,461	\$ 6,581	\$ 6,581	\$ -
Assessments - Direct	\$ 12,748	\$ -	\$ -	\$ -
Interest	\$ 100	\$ 17	\$ -	\$ (17)
<b>Total Revenues</b>	<b>\$ 210,308</b>	<b>\$ 6,598</b>	<b>\$ 6,581</b>	<b>\$ (17)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 1,200	\$ 200	\$ 200	\$ -
FICA Expense	\$ 92	\$ 15	\$ 15	\$ (0)
Engineering	\$ 8,000	\$ 1,333	\$ -	\$ 1,333
Attorney	\$ 20,000	\$ 3,333	\$ -	\$ 3,333
Annual Audit	\$ 3,800	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Dissemination	\$ 3,500	\$ 583	\$ 583	\$ (0)
Trustee Fees	\$ 8,500	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 5,833	\$ 5,833	\$ (0)
Information Technology	\$ 900	\$ 150	\$ 150	\$ -
Website Maintenance	\$ 600	\$ 100	\$ 100	\$ -
Telephone	\$ 200	\$ 33	\$ -	\$ 33
Postage & Delivery	\$ 200	\$ 33	\$ -	\$ 33
Printing & Binding	\$ 200	\$ 33	\$ 81	\$ (48)
Insurance	\$ 5,500	\$ 5,500	\$ 5,435	\$ 65
Legal Advertising	\$ 3,000	\$ 500	\$ 211	\$ 289
Other Current Charges	\$ 500	\$ 83	\$ -	\$ 83
Contingency	\$ 5,000	\$ 833	\$ 52	\$ 781
Property Appraiser	\$ 300	\$ -	\$ -	\$ -
Tax Collector	\$ 5,100	\$ -	\$ -	\$ -
Office Supplies	\$ 150	\$ 25	\$ 15	\$ 10
Travel Per Diem	\$ 100	\$ 17	\$ -	\$ 17
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Capital Outlay	\$ 200	\$ 33	\$ -	\$ 33
<b>Total General &amp; Administrative:</b>	<b>\$ 107,217</b>	<b>\$ 18,815</b>	<b>\$ 12,852</b>	<b>\$ 5,964</b>
<b><u>Operations and Maintenance Expenses</u></b>				
<b>Field Expenses</b>				
Pond Bank Mowing	\$ 49,512	\$ 8,252	\$ 6,585	\$ 1,667
Littoral Zone Maintenance	\$ 11,964	\$ 1,994	\$ 1,994	\$ -
General Field and Landscape Expenses	\$ 41,615	\$ 6,936	\$ -	\$ 6,936
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 103,091</b>	<b>\$ 17,182</b>	<b>\$ 8,579</b>	<b>\$ 8,603</b>
<b>Total Expenditures</b>	<b>\$ 210,308</b>	<b>\$ 35,997</b>	<b>\$ 21,431</b>	<b>\$ 14,566</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 0</b>		<b>\$ (14,850)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 47,172</b>	
<b>Fund Balance - Ending</b>	<b>\$ 0</b>		<b>\$ 32,322</b>	

# Osceola Chain of Lakes

## Community Development District

### Debt Service Fund Series 2018

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<b>Revenues</b>				
Assessments	\$ 151,027	\$ 5,034	\$ 5,034	\$ -
Interest	\$ 100	\$ 17	\$ 1	\$ (16)
<b>Total Revenues</b>	<b>\$ 151,127</b>	<b>\$ 5,050</b>	<b>\$ 5,034</b>	<b>\$ (16)</b>
<b>Expenditures:</b>				
Interest Expense - 11/1	\$ 54,519	\$ 54,519	\$ 54,519	\$ 0
Principal Expense - 5/1	\$ 35,000	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ 54,519	\$ -	\$ -	\$ -
Other Debt Service Expense	\$ 3,146	\$ 524	\$ -	\$ 524
<b>Total Expenditures</b>	<b>\$ 147,184</b>	<b>\$ 55,043</b>	<b>\$ 54,519</b>	<b>\$ 524</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 3,943</b>		<b>\$ (49,484)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 143,645</b>	
<b>Fund Balance - Ending</b>	<b>\$ 3,943</b>		<b>\$ 94,161</b>	

# Osceola Chain of Lakes

## Community Development District

### Debt Service Fund Series 2020

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
<b>Revenues</b>				
Assessments	\$ 272,337	\$ 9,077	\$ 9,077	\$ -
Assessments - Direct	\$ 76,330	\$ -	\$ -	\$ -
Interest	\$ 25	\$ 4	\$ 2	\$ (2)
<b>Total Revenues</b>	<b>\$ 348,692</b>	<b>\$ 9,081</b>	<b>\$ 9,079</b>	<b>\$ (2)</b>
<b>Expenditures:</b>				
Interest Expense - 11/1	\$ 113,831	\$ 113,831	\$ 113,831	\$ -
Principal Expense - 5/1	\$ 115,000	\$ -	\$ -	\$ -
Interest Expense - 5/1	\$ 113,831	\$ -	\$ -	\$ -
Other Debt Service Expense	\$ 5,674	\$ 946	\$ -	\$ 946
<b>Total Expenditures</b>	<b>\$ 348,336</b>	<b>\$ 114,777</b>	<b>\$ 113,831</b>	<b>\$ 946</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 356</b>		<b>\$ (104,753)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 291,500</b>	
<b>Fund Balance - Ending</b>	<b>\$ 356</b>		<b>\$ 186,747</b>	

# Osceola Chain of Lakes

Community Development District

Capital Projects Fund Series 2018

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ -	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 634</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 634</b>	

# Osceola Chain of Lakes

Community Development District

Capital Projects Fund Series 2020

## Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted Budget	Prorated Budget Thru 11/30/21	Actual Thru 11/30/21	Variance
<b>Revenues</b>				
Interest	\$ -	\$ -	\$ -	-
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$0</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Capital Outlay	\$ -	\$ -	\$ -	-
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8</b>	

**Osceola Chain of Lakes**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>Revenues</b>													
Assessments	\$ -	\$ 6,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,581
Assessments - Direct	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ 6,581</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,581</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative</b>													
Supervisor Fees	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200
PICA Expense	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 292	\$ 292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,333	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,833
Information Technology	\$ 75	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150
Website Maintenance	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage & Delivery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ 81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81
Insurance	\$ 5,435	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,435
Legal Advertising	\$ 211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ 52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Collector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total General &amp; Administrative</b>	<b>\$ 9,720</b>	<b>\$ 3,132</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,852</b>
<b>Operations and Maintenance Expenses</b>													
<b>Field Expenses</b>													
Pond Bank Mowing	\$ 3,293	\$ 3,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,585
Littoral Zone Maintenance	\$ 997	\$ 997	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,994
General Field and Landscape Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations and Maintenance Expenses</b>	<b>\$ 4,290</b>	<b>\$ 4,290</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,579</b>
<b>Total Expenditures</b>	<b>\$ 14,009</b>	<b>\$ 7,422</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,431</b>
<b>Excess Revenue (Expenditures)</b>	<b>\$ (14,009)</b>	<b>\$ (840)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (14,850)</b>

# Osceola Chain of Lakes

## Community Development District

### Long Term Debt Report

SERIES 2018, CAPITAL IMPROVEMENT BONDS		
INTEREST RATE:	5.125%, 5.250%	
MATURITY DATE:	5/1/2048	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$73,553	
RESERVE FUND BALANCE	\$73,553	
BONDS OUTSTANDING - 2/27/2018		\$2,200,000
LESS: PRINCIPAL PAYMENT - 5/1/19		(\$30,000)
LESS: PRINCIPAL PAYMENT - 5/1/20		(\$35,000)
LESS: PRINCIPAL PAYMENT - 5/1/21		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,100,000

SERIES 2020, CAPITAL IMPROVEMENT BONDS		
INTEREST RATE:	3.25%, 3.50%, 4.00%, 4.00%	
MATURITY DATE:	5/1/2050	
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$171,497	
RESERVE FUND BALANCE	\$171,499	
BONDS OUTSTANDING - 1/24/2020		\$5,980,000
LESS: PRINCIPAL PAYMENT - 5/1/21		(\$110,000)
CURRENT BONDS OUTSTANDING		\$5,870,000

## Fiscal Year 2022

	3%	Net Percent Collected
\$ 587,199.63		Balance Remaining to Collect

Hanover Lakes, LLC 2022-01						
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	Series 2020 Debt Service
	12/1/21		\$44,538.74	\$0.00	\$0.00	\$0.00
	2/1/22		\$22,269.37	\$0.00	\$0.00	\$0.00
	5/1/22		\$22,269.37	\$0.00	\$0.00	\$0.00
			\$89,077.48	\$0.00	\$0.00	\$0.00
				\$89,077.48	\$12,747.58	\$76,329.90