### Osceola Chain of Lakes Community Development District

Agenda

November 5, 2025

## AGENDA

#### Osceola Chain of Lakes Community Development District

219 E. Livingston Street, Orlando, FL 32801 Phone: 407-841-5524. Fax: 407-839-1526

October 29, 2025

Dear Board Members:

The meeting of the Board of Supervisors of the Osceola Chain of Lakes Community Development District will be held Wednesday, November 5, 2025 at 1:30 p.m. at the West Osceola Branch Library, 305 Campus St., Celebration, FL 34747. Following is the advance agenda for the regular meeting:

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the August 6, 2025, Board of Supervisors
- 4. Review of Petitioner's Agreement
- 5. Review of Master Dock Easement Agreement
  - A. Review of Assignment of Dock Rights Sample
  - B. Review of HOA Declarations Relative to Private Dock Approval
- 6. Ratification of Fiscal Year 2025 Audit Engagement Letter
- 7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager
    - i. Consideration of Proposal for Beneficial Plantings
    - ii. Consideration of Proposal Grass Carp Stocking
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
- 8. Other Business
- 9. Supervisor's Requests
  - A. Discussion of Littoral Shelf Plantings
- 10. Adjournment

## **MINUTES**

#### MINUTES OF MEETING OSCEOLA CHAIN OF LAKES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Osceola Chain of Lakes Community Development District was held Wednesday, **August 6, 2025** at 1:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida.

#### Present and constituting a quorum were:

Tony Iorio	Chairman
Doug Beasley	Vice Chairman
Jorge Mederos	Assistant Secretary
Joe Winter	Assistant Secretary

Also present were:

Tricia Adams	District Manager
Sarah Sandy by phone	District Counsel
Nicole Stalder by phone	District Engineer
Alan Scheerer	Field Manager

#### FIRST ORDER OF BUSINESS

Ms. Adams called the meeting to order at 1:38 p.m. and called the roll.

Roll Call

#### SECOND ORDER OF BUSINESS Public Comment Period

There being no comments, the next item followed.

#### THIRD ORDER OF BUSINESS Organizational Matters

A. Administration of Oath of Office to Supervisor Brown

This item was tabled to a future meeting agenda.

#### FOURTH ORDER OF BUSINESS

#### Approval of the Minutes of the May 7, 2025 Board of Supervisors Meeting

Ms. Adams stated

On MOTION by Mr. Iorio seconded by Mr. Mederos with all in favor the minutes of the May 7, 2025 Board meeting were approved and the audit committee minutes were accepted.

#### FIFTH ORDER OF BUSINESS

#### **Public Hearing**

Ms. Adams asked for a motion to open the public hearings.

On MOTION by Mr. Beasley seconded by Mr. Winter with all in favor the public hearings were opened.

Comments from the public were requested. There being no member of the public present to comment, Ms. Adams asked for a motion to close the public hearings.

On MOTION by Mr. Beasley seconded by Mr. Mederos with all in favor the public hearings were closed.

## A. Consideration of Resolution 2025-04 Adopting Fiscal Year 2026 Approved Budget and Appropriating Funds

Ms. Adams stated Resolution 2025-04 adopts the Fiscal Year 2026 budget and appropriates funds and has provisions for budget amendment should the budget need to be amended in fiscal year 2026. We have updated the tax roll as of the end of June.

On MOTION by Mr. Winter seconded by Mr. Beasley with all in favor Resolution 2025-04 Adopting Fiscal Year 2026 Approved Budget and Appropriating Funds was approved.

## B. Consideration of Resolution 2025-05 Imposing Special Assessments and Certifying Assessment Roll

Ms. Adams stated Resolution 2025-05 imposes the special assessments, authorizes the collection of the debt service and certifies the assessment roll.

On MOTION by Mr. Mederos seconded by Mr. Winter with all in favor Resolution 2025-05 Imposing Special Assessments and Certifying Assessment Roll was approved.

#### SIXTH ORDER OF BUSINESS

#### Consideration of Pond Maintenance Service Proposal for Fiscal Year 2026

Ms. Adams stated we have found it to be best practice to line up your service agreements in tandem with the fiscal year. In the spring when we prepare the proposed budget our field services manager reaches out to all the service providers to see if they will hold pricing for the upcoming year and if not what they are going to requesting. That amount is incorporated into the budget process. Approval of the proposals is implicit of district counsel preparing the form of agreement with all the legal protections for the district.

On MOTION by Mr. Iorio seconded by Mr. Winter with all in favor the Proposal from the Lake Doctors in the amount of \$1,000 monthly was approved.

## SEVENTH ORDER OF BUSINESS Consideration of Midge Management Service Proposal for Fiscal Year 2026

Mr. Scheerer stated this service went up slightly but has been accounted for in the fiscal year 2026 budget. There is a detailed monthly schedule along with a map of the community's lake. I did get a question from the HOA about where they were accessing and apparently, they went through a yard as opposed to a proper access point. I did speak with our point of contact and my understanding is their iPad had not updated as quick as it should have and the gentleman went through a yard. As far as I know that has been corrected.

On MOTION by Mr. Winter seconded by Mr. Mederos with all in favor the Proposal from Clarke Environmental Mosquito Management, Inc. in the amount of \$50,470 was approved.

#### EIGHTH ORDER OF BUSINESS

Consideration of Proposal to Renew Landscape Services Agreement for Fiscal Year 2026

Mr. Scheerer stated the last agreement is the second amendment to the landscape contract with Down to Earth. It starts October 1, 2025 and it has been included in our budget for 2026.

On MOTION by Mr. Beasley seconded by Mr. Winter with all in favor the second amendment to the landscape and irrigation maintenance agreement with Down To Earth was approved.

#### NINTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Sandy stated at the last meeting I gave you an update on the status of the district roads and discussions with the city. Unfortunately, I continue to follow-up with the city but have not received any response from them at this point. I think Board members were also copied on emails that I received from the HOA's community manager expressing frustration from them about the status of the roads. I disagree with the community manager that there had been repeated attempts to involve the CDD and the CDD had done nothing. There was a request to have the HOA on the district's agenda and we did let them know they were welcome to attend but given it was after the agenda had gone out the HOA was not added as a specific agenda item. And as the HOA does not appear to be in attendance today, it seems they either didn't know about the meeting or were not able to attend. If there is direction from the Board on how they would like district staff to move forward or do anything different in terms of involving the HOA, we work at your discretion and direction. We are open if there is anything you would like to see done differently.

Mr. Iorio stated I appreciate your response back to the HOA as well as our district manager very timely and your responses were correct. We have been very responsive. Being that I have been involved with this project since the very beginning, the project originally went through the approvals through Osceola County and the option was always available to the City of St. Cloud if they wanted to annex in. As part of that process we made sure all the construction plans were simultaneously approved by Osceola County as well as the City of St. Cloud. Their documents clearly state that the roadways will be turned over to the city. It says it in the construction approval documents that we have. Those were forwarded to our counsel as well as our district manager that information was provided, so it is very clear. There has been in the City of St. Cloud a desire in all future CDDs that they prefer to have all the roadways owned by CDDs. Otherwise in all of the HOA budgets and it would have to be reflected in the CDD budget is a reserve or understanding of how the roads will be maintained. We are very confident in what we are speaking of.

Mr. Winter stated there was some discussion that possibly certain phases the city does have and certain phases of our subdivision they don't have.

Ms. Sandy stated the City did acknowledge that they have to take any County right of ways over from the county pursuant to an interlocal agreement that they have regarding annexation between the county and city. I don't know if that process between the county and city has happened or how that works.

Ms. Adams stated some of the first phases of roadway such as 1-3 were conveyed to the county, the last phases were deeded to the city, but as far as the city accepting roadways from the county, we don't know the status of that.

Mr. Iorio stated Phases 1 and 2, everything was built under the county construction plan approvals. They did not initiate the annexation until Phase 3 so there are five phases, but as part of all the construction plan approvals for the entire project, the language clearly states that they will take the roads.

Ms. Sandy stated the county accepted ownership of the roads in Phases 1-3. The whole development was annexed into the city, it is just that the roads are still technically county owned until that point in time they get turned over to the city for ownership. I don't know what the process is between the city and the county to turn those over. It is something that is done after annexation. It is something that was conveyed to me by the city attorney.

Mr. Mederos stated after our June meeting I had a phone conversation with Mayor Robertson of the City of St. Cloud. He had no knowledge of the issues of the roads. He brought the city manager into the room and they had some back and forth while I was on the phone. The mayor is ready to meet with us so that we can get this matter resolved and pushed forward to staff. I was going to ask the Board to allow me to represent the Board in this matter and move forward for the sole purpose of getting the roads conveyed to the city as well as contacting the county commissioner and/or the county mayor for the purposes of expediting the roads being conveyed since we are 18-24 months into this process.

Mr. Iorio stated one of the things the HOA manager kept bringing up was the maintenance of the street parking, which Tricia responded to the HOA manager that this is not a function the CDD handles. Because you don't have the full knowledge of everything like our counsel and district manager does, to have additional support Tricia will be at that meeting. Sarah can join by phone.

On MOTION by Mr. Iorio seconded by Mr. Beasley with all in favor Mr. Mederos and District Management and/or District Counsel was authorized to meet with city officials to discuss finalizing conveyance of the District rights of way to the City.

#### B. Engineer

#### i. Presentation of Annual Stormwater Report

Ms. Stalder stated everything looks pretty good. There were a couple mitered end sections that were exposed and it is easy as a maintenance activity to put some dirt back in there while they are still exposed. A follow-up question I had is based on the new house bill 7013 I wanted to find out if this report will suffice or if there is an additional report needed.

Ms. Sandy asked if the bill you are referring to is the one regarding establishing District goals.

Ms. Stalder stated yes it is.

Ms. Adams stated that yes the annual engineer's inspection will also meet that requirement.

On MOTION by Mr. Winter seconded by Mr. Bealey with all in favor the annual stormwater report was accepted.

#### C. Field Manager

Mr. Scheerer stated Justin with Down to Earth has taken a different role within Down to Earth. We have a new account manager I will be meeting soon to make sure we are both on the same page.

Mr. Iorio left the meeting at this time.

#### D. District Manager

#### i. Approval of Check Register

On MOTION by Mr. Winter seconded by Mr. Beasley with all in favor the check register in the amount of \$63,477.73 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. Approval of Fiscal Year 2026 Meeting Schedule

On MOTION by Mr. Beasley seconded by Mr. Mederos with all in favor the fiscal year 2026 meeting schedule was approved as amended to hold meetings at 1:30 p.m.

#### iv. District Goals and Objectives

On MOTION by Mr. Mederos seconded by Mr. Winter with all in favor the fiscal year 2026 goals and objectives were approved.

On MOTION by Mr. Mederos seconded by Mr. Winter with all in favor the chairman was authorized to execute the fiscal year 2025 goals and objectives at the end of the fiscal year.

#### TENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS** Supervisor Requests

There being no comments, the next item followed.

#### TWELFTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Beasley seconded by Mr. Winter the meeting adjourned at 2:31 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman

## **SECTION IV**



CFN 2017145420 Bk 5222 Pas 381-404 (24 Pas) DATE: 10/11/2017 02:31:50 PM ARMANDO RAMIREZ, CLERK OF COURT OSCEOLA COUNTY RECORDING FEES \$0.00

This instrument prepared by and return to: Tucker F. Mackie Hopping Green & Sams, PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301

### PETITIONER'S AGREEMENT CONCERNING THE HANOVER LAKES COMMUNITY DEVELOPMENT DISTRICT

THIS PETITIONER'S AGREEMENT ("Agreement") is made and entered into this 2nd day of October, 2017, by and between Osceola County, a political subdivision of the State of Florida (the "County") and Hanover Lakes, LLC, a Florida limited liability company (the "Petitioner").

#### RECITALS

WHEREAS, the Petitioner has filed a petition pursuant to Chapter 190, Florida Statutes (2017), with the County to establish a community development district (the "Petition") to be known as Hanover Lakes Community Development District (the "District") in order to finance certain community development services and facilities; and

WHEREAS, Hanover Lakes, LLC, is the owner of one-hundred percent (100%) of the real property located within Osceola County, Florida, to be included in the District (the "Property"); and

WHEREAS, the Property is governed by that certain Preliminary Subdivision Plan ("PSP") approved by the County on January 6, 2016 for a 566-unit single-family development on the Property with an internal network of navigable retention ponds providing access via a boat lift to and from Alligator Lake; and

WHEREAS, the Property is further governed by that certain Site Development Plan ("SDP") approved by the County on August 11, 2016, and attached hereto as "Exhibit A" (together with the PSP, the "Hanover Lakes Development Approvals"); and

WHEREAS, the County seeks evidence to provide for a legislative determination called for in section 190.005(e)(4), Florida Statutes, that the District is the best alternative for delivering community development services and facilities to the area that will be served by the District through an acknowledgment of Petitioner's commitment to provide the District with enhanced infrastructure that exceeds the County's Land Development Code; and

WHEREAS, the Hanover Lakes Development Approvals requires the construction of certain community development services and facilities; and

WHEREAS, the Hanover Lakes Development Approvals established the Petitioner's plans to construct and maintain certain facilities at a higher standard than the County's minimum standards within the Property, which will include: (1) road construction enhancements with

increased right-of-ways widths; 2) a unique and integrated system of stormwater retention areas which provide for enhanced stormwater maintenance; 3) the dedication of a public waterfront park; and 4) a comprehensive native vegetation program to preserve and enhance the natural beauty of Osceola County's shoreline (together, the "Hanover Lakes Enhancements"); and

WHEREAS, the Petitioner has also received permits relating to water, sewer and stormwater utility infrastructure which are anticipated to be conveyed to the District or the County upon completion of construction, for ongoing governmental operation and maintenance; and

WHEREAS, the Petitioner will design, permit, and construct the Hanover Lakes Enhancements pursuant to the terms and conditions further provided for herein; and

WHEREAS, the County has determined that the Hanover Lakes Enhancements will provide community development services and facilities that serve a proper public benefit; is consistent with and will further the goals, objectives, and policies of the Osceola County Comprehensive Plan; and is consistent with the County's Land Development Code; and

WHEREAS, upon its creation, the initial Board of Supervisors for the District (the "Board") shall consider an interlocal agreement between itself and the County (the "Interlocal Agreement"), the form of which is attached as "Exhibit B" hereto; and

WHEREAS, additionally, a portion of the Property is governed by that certain Settlement Agreement dated July 10, 2017, between the County and Petitioner (the "Settlement Agreement"); and

WHEREAS, the Settlement Agreement included several obligations assumed by the Petitioner that were anticipated to be undertaken by the District and/or homeowners' association ("HOA"); and

WHEREAS, this Agreement sets forth those obligations contained in the Settlement Agreement that are now anticipated to be assumed by the District; and

WHEREAS, the County agrees on the terms of an agreement for use as the Interlocal Agreement, which the Petitioner agrees to recommend the Board's approval of and to facilitate the Board's consideration of; and

WHEREAS, in accordance with the Florida Local Government Development Agreement Act, section 163.3220, *Florida Statutes*, et. seq. (the "Act"), the County is authorized to enter into this Agreement; and

WHEREAS, the parties have entered into and concluded negotiations for this Agreement in order to set forth the rights and obligations of the parties with respect to the future development of the Property, which negotiations have resulted in this Agreement; and

WHEREAS, the Petitioner has approved this Agreement and has authorized and directed certain individuals to execute this Agreement on behalf of Petitioner; and

WHEREAS, the first public hearing on this Agreement was held by the County Board of County Commissioners on September 18, 2017; and

WHEREAS, the second public hearing on this Agreement was held by the County Board of County Commissioners on October 2, 2017; and

Now Therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

- SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.
- SECTION 2. EXISTING AND APPROVED LAND USES. The Property, which is currently vacant and undeveloped, may be developed with those land uses, densities, and intensities authorized by the Hanover Lakes Development Approvals, as may be amended by the parties from time to time. The County agrees that the development of the Property may occur over time and in phases. Nothing in this Agreement requires the Petitioner to develop the Property.
- SECTION 3. ACKNOWLEDGEMENT OF ENHANCED IMPROVEMENTS AND INFRASTRUCTURE. The Petitioper hereby acknowledges that the following Hanover Lakes Enhancements, i.e., elements of enhanced infrastructure intended to be delivered by Petitioner to the residents of the development as further depicted on Exhibit A attached hereto, will exceed the County's design standards or otherwise deliver infrastructure or services that would not otherwise be provided by the County:
  - A. Stormwater System: The development of the Property within the District will involve the construction of water, sewer and stormwater systems and ongoing operation maintenance of these respective systems in compliance with the Utility Permits. The District is anticipated to undertake the responsibility the ongoing operation and maintenance of the stormwater system in compliance with the Utility Permits; whereas the City of St. Cloud is anticipated to own and maintain the water and sewer systems. Portions of the stormwater system are comprised of an integrated canal system that not only provides for stormwater drainage and maintenance, but also forms an interconnected navigable waterway providing access to Alligator Lake via a community boat lift system that will be owned and maintained by the HOA. This innovative design will provide benefit to the Property within the District while minimizing the impact of the development on Alligator Lake.
  - B. Dedication of Park Improvements: As part of the Settlement Agreement, Hanover will construct, dedicate, and the District will maintain a waterfront park for the benefit of all residents of Osceola County that will feature a public dock and picnic area with associated parking. Care was taken in designing the park to maintain native

trees and other vegetation along the shoreline of Alligator Lake. The Park Improvements will be part of an enhanced amenity plan that serves to create a sense of community and establish an emphasis on wellness among the community's residents.

- C. Enhanced Road Right-of-Way Width and Utilities Infrastructure: As acknowledged in the Hanover Lakes Development Approvals, the right-of-way for Alligator Lake Road will provide for expanded rights-of-way that exceed the County's requirements to accommodate upsized utilities for the future enhancement of the County's utility network. Alligator Lake Road will also feature upgraded common area landscaping relative to the County's minimum requirements including increased ground cover and larger trees with additional improvements to the existing road surface and drainage infrastructure. The relocation of existing power lines along Alligator Lake Road will additionally improve the view corridor and aesthetic appeal.
- D. Enhanced Landscaping and Native Vegetation Program: The project will adopt a nature vegetation program to preserve the natural vegetation while removing noxious native and other harmful species of plant life.

SECTION 4. OBLIGATIONS WITHIN THE SETTLEMENT AGREEMENT TO BE ASSUMED BY THE DISTRICT. The Petitioner anticipates that the District will assume the following obligations as originally set forth in the Settlement Agreement. All other obligations contained in the Settlement Agreement not specifically addressed herein will be separately addressed by the Petitioner and/or HOA and will not be undertaken by the District.

- A. Maintenance of Park Improvements. Pursuant to Section 2A(vii) of the Settlement Agreement, it is contemplated that all Park Improvements, as such term is defined in the Settlement Agreement, although owned by the County, shall be maintained by the District.
- B. Water Monitoring. It is contemplated that the water monitoring required pursuant to Section 2D of the Settlement Agreement will be performed by the District. Additionally, the District will maintain a "Phosphorous Free" fertilizer program with respect to the maintenance of landscape within its control.
- C. Maintenance of Dredge and Stormwater Pond Infrastructure. Pursuant to Section 2J of the Settlement Agreement, it is anticipated that the District shall be responsible for the future maintenance of the dredge and stormwater pond infrastructure.

SECTION 5. INTERLOCAL AGREEMENT. The County and the Petitioner acknowledge the proposed Interlocal Agreement, attached as Exhibit "B", together with the Petition's Agreement, adequately addresses the County's concerns regarding notice. The Petitioner shall recommend to the Board at its first regularly scheduled meeting that the Interlocal Agreement be adopted in its current form. If the Interlocal Agreement is returned to the County executed in

substantially its current form, the County Board of County Commissioners Chairman is authorized and agrees to execute the Interlocal Agreement.

SECTION 6. GOVERNING LAW; VENUE. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding, and enforceable against and in accordance with the terms and conditions of Florida law.

SECTION 7. NOTICES. All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery, or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to Petitioner:

Hanover Lakes, LLC c/o Project Manager

605 Commonwealth Avenue Orlando, Florida 32803

With a copy to:

Tucker F. Mackie Petitioner's Counsel

Hopping Green & Sams, PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301

If to County:

Don Fisher

County Manager Osceola County 1 Courthouse Square, Suite 1100 Kissimmee, Florida 34741

Andrew Mai

County Attorney Osceola County 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741

SECTION 8. DISCLAIMER OF JOINT VENTURE. The Petitioner and the County represent that by the execution of this Agreement, it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or common undertaking between the County and the Petitioner, or between either and any third party. While engaged in carrying out and complying with the terms of this Agreement, the Petitioner is an independent principal

and not a contractor or agent for or an officer or employee of the County. The Petitioner shall not at any time or in any manner represent that it or any of its agents or employees are employees of the County

- SECTION 9. ASSIGNABILITY. The parties hereto acknowledge and agree that the Petitioner shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Property, and shall provide written notice to the County of any assignment. Upon such assignment by the Petitioner, the Petitioner shall thereupon be released and discharged from any and all obligations arising under this Agreement.
- SECTION 10. AMENDMENTS. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.
- SECTION 11. SUCCESSORS AND ASSIGNS BOUND. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to each Petitioner to all or any part of the Properties.
- SECTION 12. EFFECTIVE DATE. This Agreement shall become effective upon the date the last of the parties execute this Agreement (the "Effective Date").
- SECTION 13. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.
- SECTION 14. RECORDING. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense, and once the County has determined that no timely appeals or legal challenges have been filed against this Agreement or that would affect the District's establishment or legal status.
- SECTION 15. SEVERABILITY. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- SECTION 16. APPROVALS AND COVENANT OF COOPERATION. The parties shall cooperate with and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded in good faith. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

- SECTION 17. FURTHER ASSURANCES. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.
- SECTION 18. HEADINGS. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.
- SECTION 19. TIME. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.
- SECTION 20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.
- SECTION 21. TERM This Agreement shall remain in effect for twenty (20) years following the Effective Date. The term may be extended by mutual consent of the parties, or their respective successors and or assigns, subject to public hearings being held in accordance with the Act.
- SECTION 22. EFFECT OF AGREEMENT. As provided by the Act, the development of the Property shall not be subject to any County laws and policies governing the development of the Property adopted after the Effective Date, except as provided for by Section 163.3233(2), Florida Statutes, or as otherwise agreed to by the parties. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Petitioner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
- SECTION 23. TERMINATION. If the Board does not approve the Petition, or if the District is terminated, Petitioner may terminate this Agreement by providing notice as specified in Section 7 of this Agreement. In the event of termination, the parties shall have no further rights or obligations under this Agreement, and either party may record a Notice of Termination in the public records.

[signatures contained on following pages]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA

By:

Chair/Vice Chair

ATTEST:

OSCEOLA COUNTY CLERK-OF THE BOARD

Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of

County Commissioners meeting of:

Octope 02,2017

Signed, sealed and delivered in the presence of:

HANOVER LAKES, LLC, a Florida limited liability company

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

Witness (Print Name)
Witness Signature

Witness (Print Name)

Witness Signature

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this day of October, 2017, by Andrew Orosz as Vice Precident of Hanover Land Company, LLC, a Florida limited liability company, the Manager of Hanover Lakes, LLC, a Florida limited liability company, who is personally known to me or provided as identification.



Notary Public

Sarah Perfito

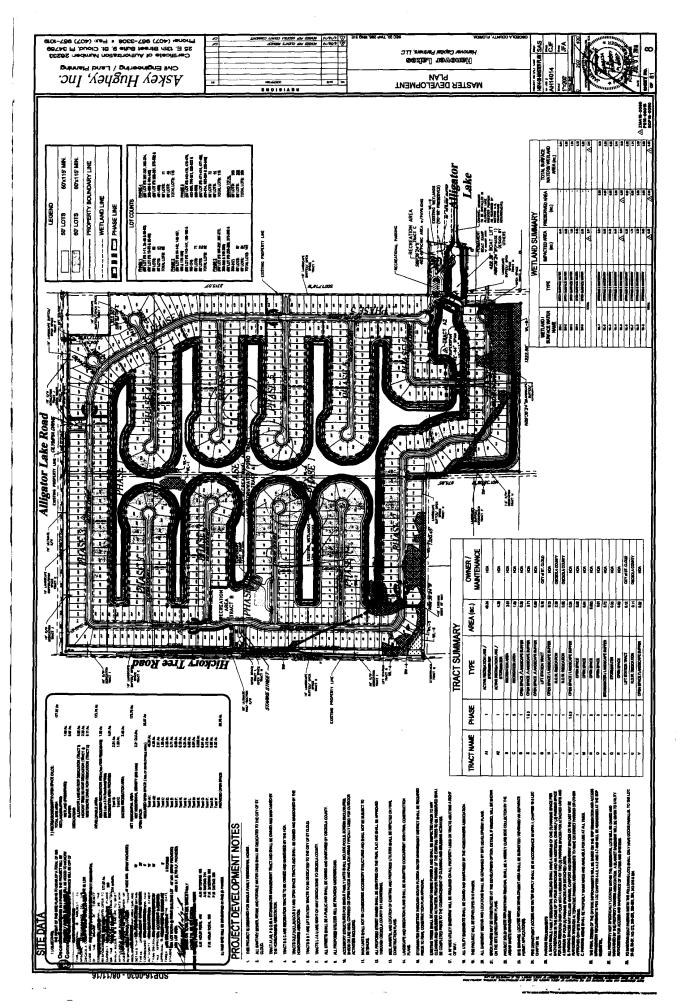
Print Name

My Commission Expires: 12 11/20

#### EXHIBIT "A"

Site Development Plan – approved August 11, 2016





#### EXHIBIT "B"

Form of Interlocal Agreement



This instrument prepared by and return to: Tucker F. Mackie Hopping Green & Sams, PA 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301

# INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY, FLORIDA AND HANOVER LAKES COMMUNITY DEVELOPMENT DISTRICT REGARDING THE EXERCISE OF POWERS AND COOPERATION ON PROVIDING ADDITIONAL DISCLOSURE AND NOTICES

THIS INTERLOCAL AGREEMENT (the "Interlocal Agreement"), dated as of , 2017, is entered into by and between Osceola County, Florida (the "County"), a political subdivision of the State of Florida and the Hanover Lakes Community Development District (the "District"), a community development district created pursuant to the provisions of Chapter 190, Florida Statutes, with its District Manager being Moyer Management Group located at 313 Campus Street, Celebration, Florida 34747. RECITALS: WHEREAS, HANOVER LAKES, LLC, a Florida limited liability company (the "Petitioner"), as fee simple owner of real property located in Osceola County, Florida, more particularly described on Exhibit "A" hereto and incorporated herein by this reference (the "Property"), did file with the County on July 31, 2017, a petition (the "Petition") pursuant to the Act (as defined herein) to establish the Hanover Lakes Community Development District; and WHEREAS, upon review of the Petition and supporting testimony, evidence and documentation, including but not limited to surveys, plans and specifications and financial data, the Board of County Commissioners of Osceola County (the "County Board"), on , 2017, granted the Petition; and WHEREAS, on \_\_\_\_\_\_, 2017, concurrent with or subsequent to the action of the County Board granting the Petition, the County Board enacted Ordinance No. "Ordinance") establishing the Hanover Lakes Community Development District (the "District"); and WHEREAS, the District consists of that real property wholly within the boundaries described in the Ordinance; and

WHEREAS, the District is an independent special district and a local unit of

special-purpose government which is created pursuant to the Act, and is limited to the

performance of those specialized functions authorized by the Act and the Ordinance; and

WHEREAS, the governing body of the District is created, organized, constituted and authorized to function specifically as prescribed in the Act and the Ordinance for the delivery of urban community development services; and

WHEREAS, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in Section 190.012(1) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of lie District; and

WHEREAS, in accordance with the Act, the County has expressed in the Ordinance its consent to the District Board (as defined herein) having the additional powers to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain additional systems and facilities described and authorized by Sections 190.012(1) and 190.012(2)(a) of the Act, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the Petitioner has previously indicated its intent to present to the District Board, after its establishment a proposed Interlocal Agreement between the County and the District to further define the responsibility of the District to (i) provide for certain enhanced disclosure regarding the establishment of the District and the existence of liens and special assessments on lands contained within the District's boundaries, (ii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of the scheduled monthly meetings of the Board of Supervisors for its ensuing fiscal year and (iii) provide that annual notice be given by the District to all landowners within the District regarding the date, time and place of its budget hearing, and

WHEREAS, Petitioner has presented this Interlocal Agreement to the District Board for approval; and

WHEREAS, it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the District desire to exercise jointly their common powers and authority concerning the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

#### **ARTICLE I - INTRODUCTION**

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act and the Act, and other applicable provisions of law.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the County and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 1.04 Definitions. The following terms when used in capitalized form herein shall have the respective meaning indicated below unless the context shall clearly indicate otherwise:

"District Board" means the initial Board of Supervisors and all subsequent forms of the Board of Supervisors for the District.

"Capital Assessments" means an apportioned charge levied by the District against a Parcel to satisfy the costs and expenses of the infrastructure improvements, which shall constitute a special assessment lien on the Parcel, This assessment is intended to refer to the Benefit Special Assessments and Special Assessments, as set forth and described in Section 190.021(2) and 190.022 of the Act, respectively.

"Act" means the "Uniform Community Development District Act of 1980" codified in Chapter 190, Florida Statutes, as amended from time to time.

"Parcel" means a portion of the Property such as a lot, parcel, tract or any other quantity of land capable of being separately conveyed and having a separate folio number assigned by the Tax Collector for Osceola County.

#### ARTICLE II - DISTRICT POWERS

#### Section 2.01 Exercise of Powers.

- Α. Powers. The District has and shall retain all powers, rights, obligations and responsibilities granted or imposed by the Act, as amended from time to time, including but not limited to, all general powers and special powers set forth in Sections 190.011, 190.012(1), 190.012(2)(a), 190.012(3) and 190.012(4), Florida Statutes.
- Acknowledgment of Powers. The District hereby acknowledges that its additional powers under the Ordinance do not include those set forth in Sections 190.012(2)(b). 190.012(2)(c), 190.012(2)(e) and 190.012(2)(f), Florida Statutes, and the District agrees that it will not provide such improvements or services, nor collect assessments therefor without the prior approval and amendment to the Ordinance by the County Board.

#### ARTICLE III - ENHANCED DISCLOSURE AND NOTICE

Section 3.01 Enhanced Disclosure of District and Assessments. In addition to the statutory requirements for disclosure set forth in Sections 190.008, 190.009, 190.048 and 190.0485, the District Board hereby agrees to have executed and filed in the Official Records of Osceola County a "Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments" and a "Notice of Lien," (or similar notices) at the time any Capital Assessments are placed on Parcels within the District. Such notices are intended to inform potential future landowners (of land within the boundaries of the District of both the establishment of the District and the existence of liens and special assessments on lands contained within the District, which liens run with the land.

This notice supplements the following notices that will also be placed in the public records of the County on all property within the District:

Notice of Establishment of the District Disclosure of Public Financing This Interlocal Agreement

Section 3.02 Notice of District Meeting Schedule. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to publish in a newspaper that meets the requirements of Chapter 190, once a year a notice of District's adopted schedule of meetings of its Board of Supervisors for the ensuing fiscal year ("District Meeting Schedule", which notice shall designate the date, time and place of each of the scheduled meetings. The described District Meeting Schedule will also be provided to the Osceola County Manager by mail to the County Administration Building, 1 Courthouse Square, Suite 4700, Kissimmee, Florida 34741 or such other address as directed in writing by the County Manager. The District Meeting Schedule shall also be posted online on the District's website as noted in Section 3.03 hereunder.

Section 3.03 District Website Information. The District shall establish a website within 120 days of its establishment. The District website shall include the District's Meeting Schedule and all other information as required by Chapter 189.015(1), 189.016 and 189.069, Florida Statutes, which shall include, but is not limited to, the:

- 1. Full legal name of the District.
- 2. Public purpose of the District.
- 3. Name, official addresses, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the District.
  - 4. Fiscal year of the District.
- 5. Full text of the special district's charter, the date of establishment, the establishing entity, and a reference to Chapter 190, Florida Statutes, under which the District operates, include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the District.
- 7. Description of the boundaries or service area of, and the services provided by, the District.
- 8. Listing of (all taxes) fees, assessments, or charges imposed and collected by the District, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge.
- 9. Primary contact information for the District for purposes of communication from the department.
- 10. A code of ethics adopted by the District, if applicable, and a hyperlink to generally applicable ethics provisions.
  - 11. Budget of the District and any amendments thereto in accordance with s. 189.016.
- 12. Final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the District.
  - 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
  - 14. Public facilities report.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information.

Section 3.04 Notice of Annual Budget Hearing. In addition to the statutory notice requirement set forth in Section 190.008(2)(a), the District hereby agrees to work in cooperation with the Osceola County Property Appraiser and Tax Collector to have notice of the date, time and places of the annual budget hearing placed on the TRIM Notice sent to each landowner in the District. In the event of any increase to assessments, each affected landowner will get notice of the proposed increase and date, place and time of public hearing to consider such increase. The District shall also post budget information on its Website, as noted in Section 3.03 above.

#### **ARTICLE IV - MISCELLANEOUS PROVISIONS**

Section 4.01 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith. The County has designated an individual within County staff (CDD Coordinator) as the recipient of all notices to be transmitted to the County as described in Article III herein. The District may deliver such notices to the CDD Coordinator by electronic mail (email), hand delivery, certified mail, facsimile, or any other mutually acceptable method of delivery.

If to the County: County Attorney

County Administration Building 1 Courthouse Square, Suite 4200 Kissimmee, Florida 34741

If to the CDD Coordinator:

If to the District:

Gary M. Moyer District Manager

Moyer Management Group

313 Campus Street Celebration, FL 34747

With Copy to:

Petitioner

Hanover Lakes, LLC

605 Commonwealth Avenue Orlando, Florida 32803

With a copy to:

Tucker F. Mackie

Petitioner's Counsel

Hopping Green & Sams, PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Section 4.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.

Section 4.03 Filing. The County Board and the District Board hereby authorize and direct, after execution of this Interlocal Agreement by the duly qualified and authorized officers of each of the parties hereto, that this Interlocal Agreement be filed with the Clerk of the Circuit

Court of Osceola County. Florida, in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 4.04 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Osceola County, Florida.

Section 4.05 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, 190 or any other Florida Law shall automatically amend this agreement.

Section 4.06 Continued Effect; Remedies. Notwithstanding anything herein to the contrary, no provision of this interlocal Agreement shall be construed to affect, alter, or otherwise impair the District's power to impose, levy and collect Capital Assessments or assessments for operation and maintenance purposes and the failure of the District to comply with or provide the enhanced disclosure or notices as described herein shall not in any manner render the Capital Assessments, the operation and maintenance assessments, or any of the proceedings related thereto ineffective; provided, however, that the District must comply with the additional notice requirement set forth in Section 3.03 hereof for its annual operations and maintenance budget hearing to be considered effective. The County's sole remedy for the District's failure to perform in accordance with the terms of this Interlocal Agreement shall be an action for mandamus or specific performance, as applicable, by court order, to cause the District to comply with its obligations hereunder.

Section 4.07 Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Osceola County, Florida. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

## **Board of County Commissioners of Osceola County, Florida**

	Ву:
	Name:Title:
ATTEST:	
Name:Title:	
STATE OF FLORIDA COUNTY OF OSCEOLA	
The foregoing instrument was, 2017 by and	acknowledged before me this day of as the of Osceola County, Florida, and who have
acknowledged that they executed the same	on behalf of Osceola County, Florida and that each known to me or has produced identification.
In witness thereof, I hereunto set my	hand and official seal.
•	Notary Public, State of Florida Print Name:
	My Commission Expires:
	My Commission No.:

#### SIGNATURE PAGE TO INTERLOCAL AGREEMENT

### HANOVER LAKES COMMUNITY DEVELOPMENT DISTRICT

Ву:		
Na	me:	
Title:		
ATTEST:	يغ	
	•	
Name:		
Title:		
STATE OF FLORIDA COUNTY OF		
The foregoing instrument was ack  , 2017 by  Chairman of the Board of Supervisors and	nowledged before me this day of as the	
Chairman of the Board of Supervisors and	for the Hanover Lakes	
	we acknowledged that they executed the same on ment District and that each was authorized to do uced identification.	
In witness thereof, I hereunto set my han	d and official seal.	
	Notary Public, State of Florida	
	Print Name:  My Commission Expires:  My Commission No.:	
	My Commission No.:	

#### **EXHIBIT "A"** TO INTERLOCAL AGREEMENT

#### LEGAL DESCRIPTION

#### METES AND BOUNDS LEGAL DESCRIPTION OF THE HANOVER LAKES COMMUNITY DEVELOPMENT DISTRICT

#### LEGAL DESCRIPTION

LEGAL DESCRIPTION

A TRACT OF LAND, BEING LOTS 69 THROUGH 78, LOTS 65 THROUGH 92, LOTS 103 THROUGH 106 AND LOTS 119 THROUGH 122 ALL OF THE PLAT OF SCHMOLE LAND AND INVESTMENT COMPANY'S, SUBDINISION OF SECTION 20, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89 PAGE 28, LESS THE RIGHT—OF—WAY FOR ALLIGATION LANE ROAD AND LESS THE RIGHT—OF—WAY FOR PROCOPY THEE ROAD AND LESS THE RIGHT—OF—WAY SO PESCEDIA COUNTY, TOGETHER WITH THOSE INTERIOR AND ADJACENT UN—NAMED ROAD RIGHT—OF—WAYS AS SHOWN ON SAID PLAT, AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 (AST, AND ALL) OF LOTS 6 AND 11 AND PORTION OF LOTS 4, S. AND 12, TOGETHER WITH THOSE INTERIOR AND ADJACENT UN—NAMED ROADS OF THE PLAT OF SEMBLE LAND AND INSTITUTION COMPANY'S SUBDINISION OF SECTION 23, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 78', PAGE 31, PUBLIC RECORDS—GEOSCICTA—GUINTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

PAGE 51, PUBLIC RECORDS OF DISCOLAR COUNTY, FLORIDA, BEING DESCRIBED. AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 20 FOR A POINT OF REFERENCE, THENCE RUN SOUTH 88'98'24" EAST, ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 20.00 FEET TO A POINT LYING ON THE EAST RIGHT-OF-MMY OF MICKORY TREE ROAD, AND THE POINT OF BECHNING, THEMCE RUN NORTH DO'23'35" EAST, ALONG SAID EAST RIGHT-OF-MMY LINE 2803.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2803.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2803.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2803.31 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2813.723. FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2813.723. FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-MMY LINE 2813.723. FEET TO A POINT LYING ON THE SOUTH LINE OF THE ABOVE REFRENCE LANDS, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4805, PAGE 1214 THROUGH 1216 OF SAID PUBLIC RECORDS, THENCE RUN SOUTH (0017'19) MIST, ALONG SAID MEST LINE, 304.51 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SOUTH LINE OF SAID PLAT OF SEMBOLE LAND AND INVESTMENT COMPANY'S, THENCE RUN SOUTH 89'35'20" EAST, ALONG WE SOUTH LINE OF THE SOUTHWEST, OLD AFTER OF SAID SECTION 20; THENCE RUN SOUTH 89'35'20" EAST, ALONG WE SOUTH LINE OF THE SOUTHWEST, OLD AFTER OF SAID SECTION 20; THENCE RUN SOUTH 89'36'24" EAST, ALONG THE MORTH LINE OF THE NORTH LINE OF THE MORTH LINE OF THE NORTH OF THE SEMBOLE LAND AND NORTH OF SAID SECTION 28; THENCE THE SOUTH LINE OF THE MORTH EAST OF ALLOCATION OF THE NORTH MESTED TO A POINT LYING ON THE NORTH LINE OF THE SEMBOLE LAND AND NORTH LINE OF THE NORTH LINE OF THE SEMBOLE LAND AND NORTH LINE OF THE SOUTH LINE OF THE AFONESAID LOT 1, A DISTANCE OF SAID LOT 12 AND T

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 177.038 ACRES MORE OR LESS.

**PENSIONS** 

NEWSED SKETCH AND LEGAL DESCRIPTION (3-7-2017) (JL.M.)

(THIS IS NOT A SURVEY) SEE SHEET 2 OF 3 FOR SURVEYOR'S MOTES. SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION.

Dun Blitate DATIO A. WHIE, P.S.M. FLOWIDA REGISTRATION HO. 4044 PEC — SURVEYING AND MAPPING, U.C. CERTIFICATE OF AUTHORIZATION L.B. \$7808 DATE OF SIGNATURE: 03-7-2017

SHEET 1 OF 3

SURVEYING AND MAPPING, LLC CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

A SAME 203 : COMMAN FROM SETTING : 407-542-4467 TOWNSHIP 26 SOUTH, RANGE 31 EAST SECTIONS 20 & 29, DATE: MUNCH ES, 2006 MEP BY: JLM. DRAWN BY: J.L.M. JOB 4: B-OLE

#### LEGAL DESCRIPTION

#### SURVEYOR'S MOTES

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BILLOW.
- (2) NO ABSTRACT FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 31 EAST. BEING SOUTH 001719\* MEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



(THIS IS NOT A SURVEY) SEE SHEET I OF 3 FOR LEGAL DESCRIPTION. SEE SHEET 3 OF 3 FOR SKETCH OF DESCRIPTION

SHEET 2 OF 3



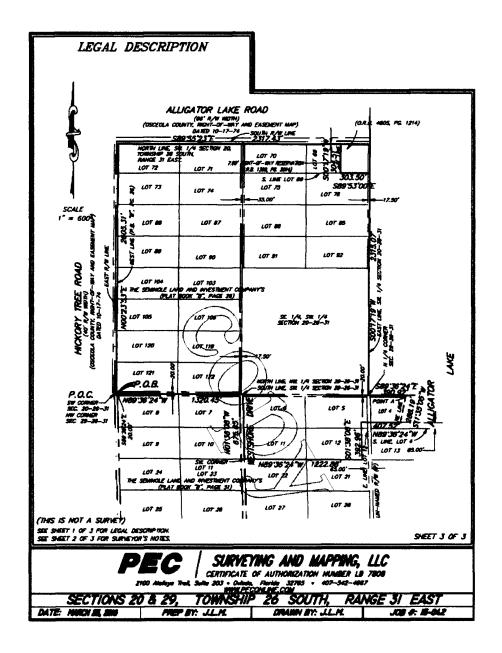
SURVEYING AND MAPPING, LLC CERTIFICATE OF AUTHORIZATION NUMBER LB 7808 to 203 • Oxfords Florida 32785 • 407-542-4867

RANGE 31 EAST

DATE: MINCH AL BIN

MEP BY: JLM.

DRAWN BY: JLM.



# SECTION V

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

Sarah R. Sandy, Esq. HOPPING GREEN & SAMS P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 ·(This space reserved for Clerk)

#### **MASTER DOCK EASEMENT AGREEMENT**

THIS MASTER DOCK EASEMENT AGREEMENT ("Master Easement Agreement") is made this 17thday 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. <u>Conditions of the Master Dock Easement.</u> 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. <u>Conditions for the Construction of a Dock Structure by Subgrantee.</u> 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. <u>Subgrantees.</u> 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. <u>Indemnification; Insurance.</u>

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. <u>Compliance with Laws, Rules and Policies.</u> 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. <u>Entire Agreement.</u> 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. <u>Amendment.</u> 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.
- 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. <u>Notices.</u> 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. <u>Interference by Third Party.</u> 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. <u>Public Records.</u> 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. <u>Controlling Law and Venue.</u> 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. <u>Arm's Length Negotiation.</u> 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. <u>Effective Date; Term.</u> 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. <u>Authorization</u>. 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. <u>Severability.</u> 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. <u>Counterparts.</u> 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]

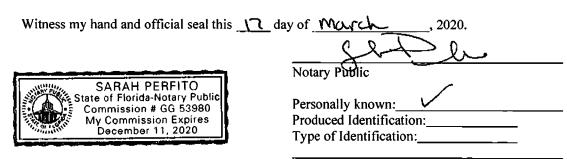
IN WITNESS WHEREOF, the District has hereunto set its hand and seal the day and year first above written.

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

Witnessed:  25a KURVR  Print Name: 115a KIGNR	By: Manual Local Print Name: A Hay Toeis Print Title: Chairperson
Print Name: Rail Daviel	

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 Torio 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.



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:

Joan Kulone

Print Name: LISON KIJGOVO

Print Name: Rul Davie

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

> Print Name: Andrew Orosz Print Title: Vice President

STATE OF Pocido

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 \( \frac{1}{2} \) day of \( \frac{1}{2} \) day of \( \frac{1}{2} \).

SARAH PERFITO
State of Florida-Notary Public
Commission # GG 53980
My Commission Expires
December 11, 2020

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,
	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. <u>Recitals.</u> 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. <u>Compliance</u>. 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. <u>Indemnification</u>. 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. <u>No Liability</u>. 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. <u>Materials</u>. 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.
- 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 docs 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. <u>Subsequent Owners.</u> 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.
- 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. <u>Amendment.</u> 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	
The foregoing instrument was a as as company, on behalf of the company, which	cknowledged before me this day of, 20, by of Hanover Land Company, LLC, a Florida limited liability h serves as the Manager of Hanover Lakes, LLC, a Florida limited
liability company. He/she is personally ki	nown 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	
HEREBY CERTIFY that the foregoing arms. by arms	ng instrument was acknowledged before me on,  nd, who // are personally known to me or as identification.
	Notary Public
	Print Name:My Commission Expires:
	(AFFIX NOTARY SEAL)

# SECTION A

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

Trinity Title Company of Central Florida, LLC Attn: Edith Martinez 5750 Major Boulevard, Suite 175 Orlando, Florida 32819 407-988-1525

Reference to the following recorded instrument In the Public Record of Osceola County: Master Dock Easement Agreement, Book 5460, Page 109

## ASSIGNMENT OF DOCK RIGHTS FOR LOT 356, PHASE 4, OF HANOVER LAKES, PER PLAT BOOK 30, PAGES 97 THROUGH 99, 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 December, 2021 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 356, Hanover Lakes Phase 4, according to the plat thereof (the "Plat") recorded in Plat Book 30, Pages 97 through 99, inclusive, of the Public Records of Osceola County, Florida ("Benefitted Lot").

### **RECITALS**

- The term "Owner" shall mean and refer to Sherry Michelle Duncan, the fee simple record A. owner of the Benefitted Lot (referred to as the "Initial Owner"), and his 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, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated and recorded August 19, 2019 at O.R. Book 5575, Page 2567, 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 (i) 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 18-23 inclusive, and (ii) Tract A, Hanover Lakes Phase 3, a replat, according to the plat thereof as recorded in Plat Book 29, Pages 5-8 inclusive, all of the public records of Osceola County, Florida, together with such extensions thereof as contemplated by the Declaration (collectively, 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 (i) Master Dock Easement Agreement dated January 8, 2019, and recorded in Official Records Book 5460, Page 109, and (ii) Master Dock Easement Agreement dated March 17, 2020, and recorded in Official Records Book 5730, Page 120, all 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.
- 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). For the avoidance of doubt, with reference to Exhibit A, the Benefitted Lot is approved for construction of a "finger dock" only, as such term is described in the Declaration.
- 3. <u>Compliance</u>. 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. <u>Indemnification</u>. 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. <u>Materials</u>. 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.
- 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 docs 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. <u>Appurtenance.</u> 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. <u>Subsequent Owners.</u> 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.
- 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. <u>Amendment.</u> 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:		NOVER LAKES, LLC, orida limited liability company	
Print Name:	By:	HANOVER LAND COMPANY, LLC, a Florida limited liability company, its Manager	
	]	By:	
		Print Name:Title:	
Print Name:			
STATE OF			
STATE OF	<del>_</del>		
COUNTY OF			
The foregoing instrument was acknow online notarization, this day of Decembe	r ledged befor	re me by means of physical presence or	
Hanover Land Company, LLC, a Florida limite as the Manager of Hanover Lakes, LLC, a Flo to me or has produced as	ed liability co orida limited l	ompany, on behalf of the company, which sen liability company. He/she is personally kno	rve
	Notary Pul	blic	
		e:	
		nission Expires:	
	(AFFIX N	OTARY SEAL)	

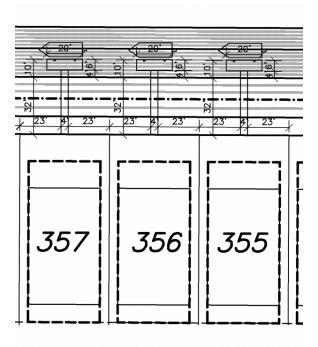
# JOINDER AND CONSENT OF BUYER/OWNER

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

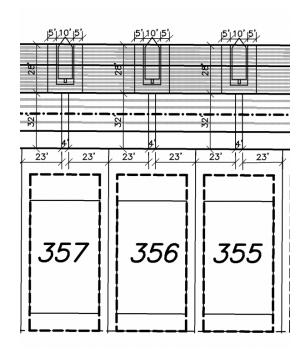
WITNESSES:	BUYER:
Print Name:	Print: Sherry Michelle Duncan
Print Name:	
STATE OF	
physical presence or online no	foregoing instrument was acknowledged before me by means of tarization, this day of December, 2021, by Sherry Michellen to me or // produced as
	Notary Public Print Name:  My Commission Expires:
	(AFFIX NOTARY SEAL)

# EXHIBIT "A"

# Option 1:



# Option 2:



# SECTION B

#### **EXHIBIT "F"**

# HANOVER LAKES NAVIGABLE RETENTION POND, BOAT RAMP AND BOAT LIFT RULES AND REGULATIONS

#### Rules and Regulations Governing the Navigable Retention Pond

1. <u>Defined Terms.</u> In addition to the terms defined elsewhere in these Rules and Regulations Governing the Navigable Retention Pond (these "Rules and Regulations"), all initially capitalized terms herein shall have the same meaning set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes (the "<u>Declaration</u>").

#### 2. Applicability.

- 2.1 These Rules and Regulations apply to each homeowner ("Owner") in the Hanover Lakes Community (the "Community") and operator of any powered watercraft and/or sailboat (collectively, "Watercraft") on the internal, navigable network of retention ponds constituting part of the Surface Water Management System and providing access, via the Boat Lift, to Alligator Lake (the "Navigable Retention Pond"). No Watercraft shall be operated on the Navigable Retention Pond if such Watercraft does not belong to an Owner or Owner's immediate family. The Owner shall ultimately be responsible for, and have the duty to, ensure that the operation of the Watercraft is at all times in full compliance with these Rules and Regulations. The violation of any of these Rules and Regulations by any Owner, any member of his or her family, or any guest shall result in possible criminal or civil liability under Florida Law, as well as fines and/or the temporary or permanent loss of the Owner's privilege to use the Navigable Retention Pond for boating activities, as may be determined and ordered by the Board of Directors of the Association (the "Board") (or its designated committee, if established) following notice to the Owner and an opportunity to be heard on the charges and violations.
- 2.2 The Association shall adopt a procedure to ensure: (a) that each existing and future Owner is given a copy of these Rules and Regulations; and (b) that before being entitled to operate any Watercraft on the Navigable Retention Pond, the Owner has signed the form approved by the Board acknowledging his or her agreement to abide with and be bound by these Rules and Regulations, and has provided such executed form to the Association (through its Management Company).
- 3. <u>Permissible Watercraft, Associated Requirements and Restrictions.</u> No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets each of the following requirements:
- 3.1 Watercraft (other than jet skis and airboats) are permitted in the Navigable Retention Pond. Such Watercraft may not exceed twenty-six (26) feet in length and ten (10) feet in height. In addition to the foregoing, man powered Watercraft such as canoes and kayaks are permitted in the Navigable Retention Pond.
- 3.2 No Watercraft shall be permitted to operate on the Navigable Retention Pond if it is not properly registered under Florida law and if it is not also registered with, and has been issued a decal ("<u>Decal</u>") by, the Association or temporary identification by the Association (through its Management Company).
- 3.3 All Watercraft on the Navigable Retention Pond shall be maintained in seaworthy condition with due regard to fire and safety hazards and the Owner shall be responsible for pumping his Watercraft when necessary. Watercraft showing unusual leakage must be repaired or removed from the Navigable Retention

Pond. Should any Watercraft sink in the Navigable Retention Pond, it shall be the responsibility of the Owner to remove such Watercraft from the Navigable Retention Pond within twenty-four (24) hours without cost, expense or damage to the Association. In the event such sunken Watercraft is not removed as provided herein, the Watercraft may be removed by the Association at the sole cost and expense of the Owner.

- 3.4 No Watercraft which is leaking fuel or other potentially hazardous or environmentally damaging liquids or other substances shall be permitted to operate on the Navigable Retention Pond. In the event of any violation of the aforesaid, any environmental clean-up undertaken by the Association will be at the sole cost and expense of the Owner of the Watercraft.
- 3.5 No Watercraft shall be permitted to operate on the Navigable Retention Pond without having on board all necessary safety equipment required by Florida and/or Federal law, which may include, without limitation, life preservers or vests for each person on board, a fire extinguisher, and a whistle, horn or other similar device.
- 3.6 No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets the following sound level requirements:
- 3.6.1 The exhaust of every internal combustion engine used on any Watercraft operated on the Navigable Retention Pond shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner.
- 3.6.2 No Watercraft shall be operated on the Navigable Retention Pond if the sound level of such Watercraft exceeds the sound level emitted by the Watercraft when originally equipped by the manufacturer (i.e., no manufacturer's supplied muffling system may be removed, disabled or otherwise altered if such a modification or change increases the noise level emitted by the Watercraft).
  - 3.7 No Watercraft shall be operated on the Navigable Retention Pond unless the Owner or operator of such Watercraft has in force and effect liability insurance covering personal injury and property damage resulting from the operation of the Watercraft with limits of no less than One Hundred Thousand Dollars (\$100,000) in personal injury liability and Twenty-Five Thousand Dollars (\$25,000) in property damage. Such policy of insurance shall contain an endorsement naming the Association as additionally insured. The Owner shall provide the Association with a copy of the declarations page and Certificate of Insurance for such insurance policy prior to being issued a Decal and being permitted to operate any Watercraft on the Navigable Retention Pond.
- 3.8 Only Watercraft in good condition which are able to operate under their own power and/or sail shall be permitted on the Navigable Retention Pond at any time.
- 3.9 Laundry shall not be hung or spread to dry or air in public view from any Watercraft or dock. Decks of Watercraft docked on the Navigable Retention Pond shall be kept free and clear of all debris, bottles, papers, trash and unsightly materials at all times.
- 3.10 Advertising or soliciting shall not be permitted on or from any Watercraft moored on the Navigable Retention Pond, nor shall any "For Sale," "For Charter," "For Hire" or any other such signs be placed on any Watercraft any time except for lettering, registration number, flags and other displays customarily found on recreational Watercraft. The Community employees are authorized to remove all signs in violation of these provisions.

- 3.11 No illegal activity or drugs or other contraband shall be conducted, used or stored on the Navigable Retention Pond or Community property at any time.
- 3.12 Sailboat Owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board (through its Management Company) shall be authorized to tie off halyards and charge a nominal fee as may be established from time to time.
- 3.13 Owners of Watercraft are prohibited from anchoring their Watercraft in the Navigable Retention Pond overnight. The aforesaid also pertains to the attachment of Watercraft to buoys.
- 4. <u>Limitation on Number of Watercraft per Owner.</u> No Owner shall be permitted to have in operation on the Navigable Retention Pond at the same time more than two (2) Watercraft.
- 5. Qualifications Required to Operate Watercraft on the Navigable Retention Pond:
- 5.1 No person under the age of sixteen (16) shall operate (or be permitted by the responsible Owner to operate) a Watercraft on the Navigable Retention Pond.
- 5.2 No person between the ages of sixteen (16) and twenty-one (21) years may operate a Watercraft on the Navigable Retention Pond unless at least one of the following conditions are met:
  - 5.2.1 The person has in his or her possession aboard the Watercraft photographic identification and a boater safety identification card issued by the appropriate governmental authority which shows that he or she has completed a boater education course that meets the minimum 8-hour instruction requirement established by the National Association of State Boating Law Administrators or passed a course equivalency examination approved by the Association; or
  - 5.2.2 The person is licensed by the United States Coast Guard to serve as master of a Watercraft; or
    - 5.2.3 The person is accompanied in the Watercraft:
    - 5.2.3.1 by a person who is exempt from this section under subsection 5.2 who is attendant to the operation of the Watercraft and responsible for a violation that occurs during the operation; or
    - 5.2.3.2 by a person over the age of twenty-one (21) who is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation; or
    - 5.2.3.3 by a person who holds an identification card in compliance with Section 5.2.1 above, is eighteen (18) years of age or older, and is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation.
- 6. <u>Hours of Operation of Vessels or Watercraft.</u> A person shall not operate a Watercraft on the Navigable Retention Pond any earlier than one-half hour before sunrise or any later than one-half hour after sunset.

- 7. <u>Requirements as to Use of Personal Flotation Devices.</u> No person may operate, or permit a Watercraft to be operated on the Navigable Retention Pond, unless the following requirements regarding the use of personal flotation devices are met:
  - 7.1 Every person riding on or being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.
  - 7.2 Every person riding in a Watercraft under six (6) years of age (while such Watercraft is underway) and every person being towed behind a Watercraft must be wearing a personal flotation device approved by the United States Coast Guard.
- 8. Operational Requirements in "No Wake" Zones: The Navigable Retention Pond is a no wake zone and boats are not permitted to travel more than five (5) miles per hour. For purposes of this regulation, a "no wake" speed is one defined to mean that the Watercraft: (a) is not operating on a plane; (b) is not in the process of coming off plane and settling into the water, (c) is not in the process of accelerating, and (d) produces no wake or no more wake than the minimum amount of wake necessarily created by the Watercraft in order to properly steer the Watercraft.
- 9. Vessels and Watercraft Must be Operated In a Careful and Prudent Manner; Operational Requirements:
- 9.1 Any person operating a Watercraft on the Navigable Retention Pond shall operate the Watercraft in a reasonable and prudent manner, having regard for other waterborne traffic, the maximum speed limit, no wake/idle speed zone restrictions, and all other attendant circumstances as not to endanger the life, limb, or property of any person.
- 9.2 Any person operating a Watercraft on the Navigable Retention Pond shall make a reasonable effort to maintain a distance of one hundred (100) feet from all other Watercraft.
- 9.3 Racing, "hot-dogging," and similar potentially dangerous operations are prohibited, including without limitation:
  - 9.3.1 The racing of Watercraft on the Navigable Retention Pond.
- 9.3.2 Maneuvers which unreasonably or unnecessarily endanger life, limb, or property, including, but not limited to, weaving through congested Watercraft traffic and swerving at the last possible moment to scare, spray or avoid collision with another Watercraft or person.
- 9.4 A person may not operate a Watercraft on the Navigable Retention Pond towing a person on water skies, or an aquaplane, wakeboard, inner tubes, sleds, or similar device.
- 10. <u>Swimming Prohibited.</u> Swimming is expressly prohibited in the Navigable Retention Pond.

### 11. Private Docks.

11.1 Owners may construct docks on the Navigable Retention Pond adjacent to their Lots for use with their Watercraft strictly in accordance with the provisions of the Declaration and subject to the following:

- 11.1.1 Private Dock sizes, locations, materials, layout (shape), color, accessories, electric service and water supply shall be Lot specific and have been predetermined (the "Predetermined Dock Specifications") There shall be no exceptions to the Predetermined Dock Specifications. As shown on the Predetermined Dock Specifications, Owners of Homes on some interior lake Lots may not install a Private Dock.
  - 11.1.2 Once constructed, no additions or deletions will be allowed to Private Docks.
  - 11.1.3 Once constructed, no attachments to Private Docks will be allowed unless otherwise included in the Predetermined Dock Specifications.
  - 11.1.4 Private Docks may accommodate any Watercraft with a maximum length of twenty-six (26) feet and a maximum height of ten (10) feet. Depending on the length of a Watercraft, type of Watercraft, draw of a Watercraft, and angle of a Private Dock to the shoreline, a portion of a Watercraft may protrude past the end of a Private Dock.
- Private Docks may only be used for boat docking and fishing. No swimming, diving, or any other activities, with the exception of boat docking and fishing, shall be allowed from any Private Dock.
- 11.3 Motorized and electrical boats may not be launched or left on the Beach or shore comprising part of the Community Property.
- 11.4 Boats should be stored in a Home's garage or in the water adjacent to a Private Dock if a Home has such a Dock.
- 11.5 Boat lifts accommodating up to a twenty-six (26) foot Watercraft are available as permitted by the Board from time to time.
- 12. <u>Boat Fueling.</u> No fueling is permitted for Watercraft on the water or on any Dock. All fueling will only be permitted on land within the Community Property, as defined in the Declaration, from aboveground storage tanks and/or handheld containers.

#### 13. Boat Lift.

- 13.1 The Boat Lift is subject to additional rules and regulations that may be promulgated by the Board from time to time.
- 13.2 Each Owner shall be given an Access Card to allow such Owner access to the Boat Lift.
- 13.3 The Boat Lift is intended to provide access from the Navigable Retention Pond to the Alligator Chain of Lakes.
- During periods of high tide or excessive rain, the water level within the Navigable Retention Pond may increase so that boats will be unable to fit underneath bridge overpasses giving access to the Boat Lift. Access to the Alligator Chain of Lakes will be limited during periods of high water. Neither Declarant nor Association can guarantee access to the Alligator Chain of Lakes as it is a public lake affected by water management requirements of applicable governmental authorities. Use of the Boat Lift and adjacent ramps are

governed by the Declaration, these Rules and Regulations and other applicable Florida laws and is at each Owner's sole risk.

- 14. <u>Environmental Protection.</u> Refuse, trash and/or garbage shall not be thrown overboard. Disposal of engine oils, filters, spirits, combustible liquids, etc., in the proper and approved manner is the responsibility of the Owner. Failure to properly dispose of such items will be reported to the appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all cleanup costs. Charcoal or open flame fires will not be permitted on docks or Watercraft at any time.
- Pond. The Board, through the authority granted to it by the Community Documents, hereby authorizes the officers of any state or local law enforcement agency having the authority to enforce boating and marine safety laws on the waters of the State of Florida to likewise enforce such laws on the Navigable Retention Pond. Further, the Board may employ qualified individuals to assist it in enforcing these Rules and Regulations, if the Board in its discretion, determines that such is necessary to further the interests of the Association in maintaining the safety of all people and property on the Navigable Retention Pond, the water quality of the Navigable Retention Pond and its aquatic life and habitats, and/or the peaceful enjoyment and property values of those Owners living adjacent to the Navigable Retention Pond. The Board is authorized to adopt a system whereby violations of these Rules and Regulations may (in addition to the penalties provided for by State or local law) also result in fines assessed against an Owner, and/or temporary or permanent suspension of an Owner's privilege to use the Navigable Retention Pond for boating activities involving Watercraft.
- 16. Notice. The Board will provide a copy of these Rules and Regulations to all Owners.
- 17. <u>Amendment.</u> These Rules and Regulations may be amended by the Board from time to time at the Board's sole and absolute discretion.

#### HANOVER LAKES

#### **BOAT LIFT INSTRUCTIONS**

- 1. Only residents of Hanover Lakes who have received a key for the Boat Lift may operate the lift.
- 2. No one under the age of 17 may operate the Boat Lift.
- 3. No person shall be in the boat while the lift is operating.
- 4. The Boat Lift shall not be operated by anyone under the influence of drugs or alcohol.
- 5. Do not exceed the maximum capacity of the lift that is posted on the lift.
- 6. No maintenance, repair or other activity of any kind may be performed on a boat while the boat is in the lift.
- 7. All persons in the vicinity of the lift must stand at least ten feet (10') away from the lift while it is operating.
- 8. Always return the straps to the "up" position at either end of the lift and do not leave them in the water or in the mud.
- 9. Use of the lift is on a first come, first served basis; be patient and wait your turn.
- 10. No trash shall be deposited on the Boat Lift property or in the vicinity of the Boat Lift, except in designated trash receptacles.
- 11. A user must use the boat wash apparatus to wash down the bottom (hull) of the boat so as to prevent the migration of algae, hydrilla, and other potential contaminants from Alligator Lake to the Navigable Retention Pond, and vice versa.
- 12. Pets at the Boat Ramp must be leashed and monitored at all times.
- 13. The Boat Ramp and Boat Lift hours are limited to sunrise to sunset.
- 14. The Boat Lift and Boat Ramp shall not be used during any thunder storm or other inclement weather.

# SECTION VI



1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

August 7, 2025

Board of Supervisors Osceola Chain of Lakes Community Development District 219 East Livingston Street Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Osceola Chain of Lakes Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Osceola Chain of Lakes Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$3,900 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Osceola Chain of Lakes Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter gorrectly sets forth the understanding of Osceola Chain of Lakes Community Development District.

\_\_\_\_

Data

Date:





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

# **SECTION VII**

# SECTION C

# SECTION 1



3543 State Road 419 Winter Springs, FL 32708 407-327-7918

WinterSprings@lakedoctors.com www.lakedoctors.com

# Water Management Agreement Planting

Remit to: The Lake Doctors Inc. PO Box 162134 Altamonte Springs, FL 32716

MANAGEMENT COMPANY INVOICING ADDRESS  CITYSTATEZIPPHONE ( )	This Agreement, made thisFlorida Corporation, hereinafter called "T	day of _ HE LAKE DOCTORS" :		u is detween The I	Lake Doctors, Inc., a
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 N/A from the date of execution of Agreement in accordance with the terms and conditions of this Agreement in the following location(s):  Planting One Thousand (1000) aquatic plants in the pond associated with 726640 Osceola Chain of Lakes CDD, St. Cloud FL.  The Lake Doctors, Inc. guarantees 80% survival for 90 days excluding loss of plants due to causes beyond the control The Lake Doctors, Inc.  B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic manageme services:  1. Five Hundred (500) Pickerelweed, and Five hundred (500) Duck Potato Arrowhead to be planted \$ 4,400.00 \$ 2. Delivery & Installation \$ 3. 7.5% Tax \$ 330.00 \$ 3.000 \$ 1	PROPERTY NAME (Community/Business/In	odividual)			
EMAIL ADDRESS	MANAGEMENT COMPANY				
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:	INVOICING ADDRESS				<u>.</u> .
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	and a second sec	CUS	STOMER		
Jonathan Bandy - SALES MANAGER Name	htt By	Sign	ned		Dated
	Jonathan Bandy - SAI FS MANAGER	Nan	ne		

#### **Terms & Conditions**

#### Beneficial Planting

- 1. The planting and/or nurturing of certain varieties of plants, for various reasons, help to maintain ecological balance. The Beneficial Planting Program will be conducted in a manner consistent with good water management practice using accepted methods and techniques when applicable.
- 2. THE LAKE DOCTORS is not responsible for loss of plants beyond the control of THE LAKE DOCTORS. CUSTOMER understands that common causes for loss of beneficial aquatic plants can be due by many factors including high water, low water, ducks and waterfowl, poor landscaping practices such as weed eating, herbivorous fish and overgrowth by noxious undesirable weeds.
- 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 from rendering specified services by any of the conditions, 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 terminate this Agreement by notifying THE LAKE DOCTORS in writing.
- 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 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.
- 7. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 8. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 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 2



3543 State Road 419 Winter Springs, FL 32708 407-327-7918

WinterSprings@lakedoctors.com www.lakedoctors.com

Remit to: The Lake Doctors Inc. PO Box 162134 Altamonte Springs, FL 32716

#### Water Management Agreement Triploid Grass Carp

NAME				
BILLING ADDRESS				<del> </del>
CITY	STATE	ZIP	PHONE ( )_	
EMAIL ADDRESS  IF YOU WOULD LIKE YOUR I	INVOICE EMAILED, CHECK H	IERE:		
Hereinafter called "CUSTOME	R" <b>REQUES</b> 1	ED START DATE: _		
The parties hereto agree to foll A. THE LAKE DOCTORS ag	lows: grees to stock fish in accordan	ce with the terms and	d conditions of this Ag	reement in the following
location(s):				
Stocking of Three-hundred	l and fifty (350) triploid grass ca	rp in the pond associ	ated with <b>726640 Osc</b> e	eola Chain of Lakes, St.
Cloud FL. The Lake Docto	ors, Inc. guarantees 90% survi	val of fish for 24 hours	excluding predation,	pollution, escape and oth
factors beyond the control	of The Lake Doctors, Inc.			
The Lake Doctors, Inc. w	rill notify CUSTOMER regardi	ng the delivery date	of fish.	
Note: Stocking will com	mence upon receipt of full p	ayment and comple	ted Triploid Grass C	arp application & FWC
approval.				
CUSTOMER agrees to pay services:	y THE LAKE DOCTORS, its ag	ents or assigns, the fo	ollowing sum for specifi	ed aquatic management
Stocking of Three-hui	ndred and fifty (350) Triploid G	rass Carp @ \$12.00 e	each	\$ 4,200.00
<ol><li>Delivery &amp; Stocking</li></ol>	OV.			\$ <u>250.00</u> \$ TAX EXEMP
3 7 50/ Florido Colos T	ax			
<ol> <li>7.5% Florida Sales Total of Services Acc</li> </ol>	epted			\$ 4,450.00
Total of Services Acc 4,450.00 of the above sum-total ales use taxes, fees or charges the greement. C. THE LAKE DOCTORS ag	i <b>l shall be due and payable up</b> hat are imposed by any govern	mental body relating availability from fishe	to the service provided ery and weather permi	\$ 4,450.00 taxes, including under this
Total of Services Acc 4,450.00 of the above sum-total ales use taxes, fees or charges the greement. C. THE LAKE DOCTORS agon this executed Agreement D. The offer contained herein	I shall be due and payable up hat are imposed by any govern grees to deliver and stock, per plus required deposit and/or re	mental body relating availability from fishe quired government pe nt shall have no furthe	to the service provided ery and weather permitermits. er force and effect unles	taxes, including I under this tting, with receipt of
Total of Services Acc  4,450.00 of the above sum-total ales use taxes, fees or charges the greement.  C. THE LAKE DOCTORS ago this executed Agreement.  D. The offer contained herein returned by CUSTOMER to the service and conditions.	It shall be due and payable up hat are imposed by any govern grees to deliver and stock, per plus required deposit and/or re is withdrawn and this Agreeme to THE LAKE DOCTORS on or appearing on the reverse side the has read and is familiar v	mental body relating availability from fishe quired government point shall have no furthe before <b>October 30, 2</b> of form an integral pa	to the service provided ery and weather permit ermits. er force and effect unles 2025. rt of this Agreement, a	\$ 4,450.00  taxes, including I under this  tting, with receipt of as executed and and CUSTOMER
Total of Services Acc  1,450.00 of the above sum-total ales use taxes, fees or charges the greement.  C. THE LAKE DOCTORS ago this executed Agreement  D. The offer contained herein returned by CUSTOMER to the terms and conditions hereby acknowledges tha	al shall be due and payable up hat are imposed by any govern grees to deliver and stock, per plus required deposit and/or re is withdrawn and this Agreeme to THE LAKE DOCTORS on or appearing on the reverse side the has read and is familiar valid.	mental body relating availability from fishe quired government point shall have no furthe before <b>October 30, 2</b> of form an integral pa	to the service provided ery and weather permit ermits. er force and effect unles 2025. rt of this Agreement, a	\$ 4,450.00  taxes, including I under this  tting, with receipt of as executed and and CUSTOMER
Total of Services Acc  4,450.00 of the above sum-totales use taxes, fees or charges the greement.  C. THE LAKE DOCTORS ago this executed Agreement.  D. The offer contained herein returned by CUSTOMER to the terms and conditions hereby acknowledges that entirety to be considered.	al shall be due and payable up hat are imposed by any govern grees to deliver and stock, per plus required deposit and/or re is withdrawn and this Agreeme to THE LAKE DOCTORS on or appearing on the reverse side the has read and is familiar valid.	mental body relating availability from fished quired government point shall have no further before <b>October 30, 2</b> are form an integral partitly the contents their sustainable.	to the service provided ery and weather permit ermits. er force and effect unles 2025. rt of this Agreement, a	taxes, including I under this tting, with receipt of ss executed and and CUSTOMER be returned in its

OFFICE/CUSTOMER

## Terms & Conditions Triploid Grass Carp/Gamefish

- The Fish Stocking Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a. THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish.
  - b. Triploid grass carp stocking will be performed at rates determined by THE LAKE DOCTORS, within Florida Fish & Wildlife Conservation Commission permit quidelines.
  - CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination
    of this Agreement.
- CUSTOMER understands that loss of stocked fish can be caused by many factors beyond the control of THE LAKE DOCTORS such as low oxygen, pollution, predation, escape, starvation and fishing. THE LAKE DOCTORS is not responsible for such losses.
- 3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5. 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.
- 6. 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 of failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind of 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 from rendering specified services by any of the conditions, 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 terminate this Agreement by notifying THE LAKE DOCTORS in writing.
- 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.
- 8. 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.
- 9. THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 10. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 11. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
- 12. 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.
- 13. Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

# SECTION D

# SECTION 1

### Osceola Chain of Lakes Community Development District

#### Summary of Check Register

August 23, 2025 to October 24, 2025

Bank	Date	Check No.'s	Amount
General Fund			
	8/25/25	266	\$ 4,454.55
	9/3/25	267-268	\$ 1,613.86
	9/18/25	269-272	\$ 13,678.12
	9/24/25	273	\$ 15,774.00
	10/1/25	274	\$ 2,001.50
	10/13/25	275-278	\$ 11,765.39
	10/20/25	279-280	\$ 5,181.48
	10/22/25	281-282	\$ 1,245.68
	-	Total:	\$ 55,714.58
		Total Amount	\$ 55,714.58

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/27/25 PAGE 1
\*\*\* CHECK DATES 08/23/2025 - 10/24/2025 \*\*\* OSCEOLA CHAIN OF LAKES-GENERAL

			A GENERAL FUND				00/23/20		
CHECK	AMOUNT	STATUS	VENDOR NAME SUBCLASS	ENSED TO DPT ACCT# SUB	EEXP MOICE YRMO	IOVN	INV	VEND#	CHECK DATE
	4,454.55	*	0	320-53800-4680	103795 202508	25 0	8/15/25	00021	8/25/25
4,454.55 000266			ARKE ENVIRONMENTAL MOSQUITO MG	NT-AUG25	LDGE MANAGEME				
	616.86	*	0	310-51300-4800	L51523 202507	25 1	7/31/25	00003	9/03/25
616.86 000267			LANDO SENTINEL	GT-7/21/25 OF	D.I. OF. F.A.79 BD				
	997.00	*	0	320-53800-4620	50441 202508	25 2	8/26/25	00005	9/03/25
997.00 000268			E LAKE DOCTORS INC		QUATIC MAINTE				
	4,454.55	*	0	320-53800-4680	L03824 202509	25 0	9/15/25	00021	9/18/25
4,454.55 000269			ARKE ENVIRONMENTAL MOSQUITO MG	NT-SEP25 CI	LDGE MANAGEME				
	4,359.52	*	0	320-53800-4600	2271 202509	25 1	9/01/25	00004	9/18/25
4,359.52 000270			WN TO EARTH	T-SEP25 DO	ANDSCAPE MAIN				
	833.33	*	0	320-53800-1200	202509	25 9	9/01/25	00001	9/18/25
	3,541.67	*	0	310-51300-3400	ELD MANAGEME 202509	25 9	9/01/25		
	65.67	*	0	S-SEP25 310-51300-3520	202509	25 9	9/01/25		
	98.50	*	0	310-51300-3510		25 9			
	306.25	*	0	310-51300-3130	NFORMATION TE 202509	25 9	9/01/25		
	.03	*	0	SVC-SEP25 310-51300-5100	202509	25 9	9/01/25		
	.97	*	0	S-SEP25 310-51300-4200	202509	25 9	9/01/25		
	8.55	*	0	310-51300-4250		25 9	9/01/25		
4,854.97 000271		ਜ	VERNMENTAL MANAGEMENT SERVICES	GG	OPIES-SEP25				
	2.74	*	0	300-20700-1000	 L82025 202509	 25 0	9/18/25	00015	9/18/25
	6.34	*	0	R-S2018 300-20700-1000	L82025 202509	25 O	9/18/25		
9.08 000272			CEOLA CHAIN OF LAKES C/O US BAI	R-S2020 OS	SSESSMENT TSF				
	15,774.00	*	0	300-15500-1000	32 202509	25 2	9/18/25	00014	9/24/25
15,774.00 000273			IS INSURANCE ADVISORS LLC	POLICY E(	726 INSURANCE				

OSCE OSCEOLA CHAIN BOH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/27/25 PAGE 2
\*\*\* CHECK DATES 08/23/2025 - 10/24/2025 \*\*\* OSCEOLA CHAIN OF LAKES-GENERAL

CILICIC	DITTED	00/25/20	723 10/2	1/2025			A GENERAL FUND			
CHECK DATE	VEND#	INV DATE	OICE INVOICE	EXP YRMO	PENSED TO DPT ACCT	SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
10/01/25			ATTORNE'	Y SVCS-	310-51300 AUG25			*	_,	
						KU	TAK ROCK LLP			2,001.50 000274
10/13/25	00010	9/30/25	22464370	202508	310-51300 CS-AUG25	-3110		*	502.50	
						DE	WBERRY ENGINEERS INC			502.50 000275
10/13/25	00004	10/01/25	155405	202510	 ) 320-53800 IT-OCT25	-4600	0	*	4,533.89	
							WN TO EARTH			4,533.89 000276
10/13/25	00001	9/15/25	92	202510	310-51300 L CERT FY2	-3170		*	5,732.00	
							VERNMENTAL MANAGEMENT SERVICES-CF			5,732.00 000277
10/13/25	00005	9/26/25	2050442	202509	320-53800	-4620		*	997.00	
			AQUATIC	MATNTE	NANCE-SEP2	75 TH	E LAKE DOCTORS INC			997.00 000278
10/20/25	00002	10/01/23	, ,,,,,,	202310	310-51300 CT FEE FY2	7 7 7 0 0	0		175.00	
			SPECIAL	DISIKI	CI FEE FY2	FL	ORIDA DEPARTMENT OF COMMERCE			175.00 000279
10/20/25	00001	10/01/25	5 93	202510	310-51300	-3400	0	*	3,647.92	
		10/01/25	93	202510	S-OCT25 310-51300	-3520	0	*	67.67	
		10/01/25	93	202510	OCT25	-3510		*	101.42	
		10/01/25	5 93	202510	CH-OCT25	-3130	0	*	315.42	
		10/01/25	93	202510	SVCS-OCT25	-5100	0	*	.15	
			5 93	202510	S-OCT25 310-51300			*	15.57	
		10/01/25	POSTAGE 94	202510	320-53800	-1200	0	*	858.33	
			FIELD M.	ANAGEME	INT-OCT25	GO	VERNMENTAL MANAGEMENT SERVICES-CF			5,006.48 000280
10/22/25	00003				310-51300	-4800		*	245.68	
			NOT OF	BOS MEE	T-9/09/25	OR	LANDO SENTINEL			245.68 000281
10/22/25	00005	10/14/25	2077630	202510	320-53800	-4620	0	*	1,000.00	
			LАКЕ МА	TN.T.RNAN	ICE-OCT25	TH	E LAKE DOCTORS INC			1,000.00 000282
<b></b>	- <b></b>	· - <b></b>		- <b></b>	<b></b>	- <b></b>	TOTAL FOR BANK A			<b></b>

OSCE OSCEOLA CHAIN BOH

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/27/25 PAGE 3
\*\*\* CHECK DATES 08/23/2025 - 10/24/2025 \*\*\* OSCEOLA CHAIN OF LAKES-GENERAL
BANK A GENERAL FUND

CHECK VEND# ....INVOICE.... ..EXPENSED TO... VENDOR NAME STATUS AMOUNT ....CHECK.....

DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS AMOUNT #

TOTAL FOR REGISTER 55,714.58

OSCE OSCEOLA CHAIN BOH

# SECTION 2

Community Development District

**Unaudited Financial Reporting** 

September 30, 2025



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Accomment Descript Schodule	3
Assessment Receipt Schedule	J

### **Community Development District**

### **Combined Balance Sheet September 30, 2025**

		General	D	ebt Service	Canit	al Project	Total Governmental Funds		
		Fund	ν,	Funds		Funds			
Assets:									
Cash:									
Operating Account	\$	56,365	\$	_	\$	_	\$	56,365	
State Board of Administration	\$	270,519	\$	_	\$	_	\$	270,519	
Series 2018	*	2,0,019	•		*		4	2.0,019	
Reserve	\$	_	\$	73,553	\$	_	\$	73,553	
Revenue	\$	_	\$	106,998	\$	_	\$	106,998	
Series 2020	·			,	·		·	,	
Reserve	\$	_	\$	172,450	\$	_	\$	172,450	
Revenue	\$	_	\$	177,093	\$	_	\$	177,093	
Prepayments	\$	_	\$	747	\$	_	\$	747	
Construction	\$	_	\$	-	\$	9	\$	9	
Prepaid Expenses	\$	18,980	\$	-	\$	-	\$	18,980	
Total Assets	\$	345,864	\$	530,841	\$	9	\$	876,715	
		·		·				·	
Liabilities:									
Accounts Payable	\$	3,747	\$	-	\$	-	\$	3,747	
Total Liabilities	\$	3,747	\$		\$	-	\$	3,747	
Fund Balances:									
Restricted for:									
Debt Service - Series 2018	\$	_	\$	180,551	\$	_	\$	180,551	
Debt Service - Series 2020	\$	-	\$	350,290	\$	_	\$	350,290	
Capital Projects - Series 2020	\$	-	\$	-	\$	9	\$	9	
Nonspendable:									
Prepaid Items	\$	18,980	\$	-	\$	-	\$	18,980	
Unassigned	\$	323,138	\$	-	\$	-	\$	323,138	
Total Fund Balances	\$	342,118	\$	530,841	\$	9	\$	872,969	
m . 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				E0001	<b>.</b>				
Total Liabilities & Fund Balance	\$	345,864	\$	530,841	\$	9	\$	876,715	

#### **Community Development District**

#### **General Fund**

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

		Adopted	Pr	rorated Budget		Actual			
		Budget	T]	hru 09/30/25	Th	ru 09/30/25		Variance	
Revenues									
Assessments	\$	288,775	\$	288,775	\$	289,761	\$	986	
Interest Income	\$	200,775	\$	-	\$	7,619	\$	7,619	
Total Revenues	\$	288,775	\$	288,775	\$	297,381	\$	8,605	
	J.	200,773	Ψ	200,773	Ţ	297,301	Ф	0,003	
Expenditures:									
General & Administrative:									
Supervisor Fees	\$	1,200	\$	1,200	\$	1,000	\$	200	
FICA Expense	\$	92	\$	92	\$	77	\$	15	
Engineering	\$	8,000	\$	8,000	\$	5,003	\$	2,998	
Attorney	\$	20,000	\$	20,000	\$	8,745	\$	11,255	
Annual Audit	\$	6,000	\$	6,000	\$	3,800	\$	2,200	
Assessment Administration	\$	5,565	\$	5,565	\$	5,565	\$	-	
Dissemination	\$	3,675	\$	3,675	\$	3,775	\$	(100)	
Trustee Fees	\$	8,500	\$	8,500	\$	7,758	\$	742	
Arbitrage Report	\$	900	\$	900	\$	900	\$	-	
Management Fees	\$	42,500	\$	42,500	\$	42,500	\$	(0)	
Information Technology	\$	1,182	\$	1,182	\$	1,182	\$	-	
Website Maintenance	\$	788	\$	788	\$	788	\$	(0)	
Telephone	\$	200	\$	200	\$	-	\$	200	
Postage & Delivery	\$	500	\$	500	\$	172	\$	328	
Printing & Binding	\$	750	\$	750	\$	50	\$	700	
Insurance	\$	6,426	\$	6,426	\$	6,251	\$	175	
Legal Advertising	\$	3,000	\$	3,000	\$	1,897	\$	1,103	
Contingency	\$	3,000	\$	3,000	\$	458	\$	2,542	
Property Appraiser	\$	300	\$	300	\$	197	\$	103	
Office Supplies	\$	150	\$	150	\$	1	\$	149	
Travel Per Diem	\$	100	\$	100	\$	-	\$	100	
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-	
Total General & Administrative:	\$	113,003	\$	113,003	\$	90,294	\$	22,708	
Operations & Maintenance									
Field Management	\$	10,000	\$	10,000	\$	10,000	\$	0	
Property Insurance	\$	8,950	\$	8,950	\$	9,471	\$	(521)	
Pond Bank Mowing	\$	53,027	\$	53,027	\$	51,933	\$	1,094	
Pond Maintenance	\$	14,795	\$	14,795	\$	11,964	\$	2,831	
Midge Management	\$	49,000	\$	49,000	\$	49,000	\$	(0)	
Additional Littoral Planting	\$	5,000	\$	5,000	\$	-	\$	5,000	
General Repairs & Maintenance	\$	35,000	\$	35,000	\$	-	\$	35,000	
Contingency	\$	-	\$	-	\$	49	\$	(49)	
Total Operations & Maintenance:	\$	175,772	\$	175,772	\$	132,418	\$	43,355	
Total Expenditures	\$	288,775	\$	288,775	\$	222,712	\$	66,063	
Excess Revenues (Expenditures)	\$				\$	74,669			
Fund Balance - Beginning	\$				\$	267,449			
Fund Balance - Ending	\$	-			\$	342,118			

#### **Community Development District**

#### **Debt Service Fund Series 2018**

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

	Adopted			rorated Budget		Actual	
		Budget	T	hru 09/30/25	Th	ıru 09/30/25	Variance
Revenues							
Assessments	\$	147,204	\$	147,204	\$	148,385	\$ 1,181
Interest	\$	-	\$	-	\$	7,663	\$ 7,663
Total Revenues	\$	147,204	\$	147,204	\$	156,048	\$ 8,844
Expenditures:							
Interest Expense - 11/1	\$	51,572	\$	51,572	\$	51,572	\$ -
Principal Expense - 5/1	\$	45,000	\$	45,000	\$	45,000	\$ -
Interest Expense - 5/1	\$	51,572	\$	51,572	\$	51,572	\$ -
Total Expenditures	\$	148,144	\$	148,144	\$	148,144	\$ -
Excess Revenues (Expenditures)	\$	(940)			\$	7,905	
Fund Balance - Beginning	\$	97,141			\$	172,647	
Fund Balance - Ending	\$	96,201			\$	180,551	

#### **Community Development District**

#### **Debt Service Fund Series 2020**

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

	Adopted	P	rorated Budget		Actual	
	Budget	T	hru 09/30/25	Tl	nru 09/30/25	Variance
Revenues						
Assessments	\$ 342,994	\$	342,994	\$	343,400	\$ 406
Interest	\$ -	\$	-	\$	15,338	\$ 15,338
Total Revenues	\$ 342,994	\$	342,994	\$	358,738	\$ 15,744
Expenditures:						
Interest Expense - 11/1	\$ 107,981	\$	107,981	\$	107,711	\$ 270
Special Call - 11/1	\$ -	\$	-	\$	20,000	\$ (20,000)
Principal Expense - 5/1	\$ 125,000	\$	125,000	\$	125,000	\$ -
Interest Expense - 5/1	\$ 107,981	\$	107,981	\$	107,851	\$ 130
Total Expenditures	\$ 340,962	\$	340,962	\$	360,563	\$ (19,600)
Excess Revenues (Expenditures)	\$ 2,032			\$	(1,825)	
Fund Balance - Beginning	\$ 176,142			\$	352,115	
Fund Balance - Ending	\$ 178,174			\$	350,290	

#### **Community Development District**

**Capital Projects Fund Series 2020** 

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

	Adopted			Prorate	d Budget	Actual			
		Budget		Thru 0	9/30/25	Th	ru 09/30/25		Variance
Revenues									
Interest	\$		-	\$	-	\$	0	\$	0
Total Revenues	\$		-	\$	-	\$	0	\$	0
Expenditures:									
Capital Outlay	\$		-	\$	-	\$	-	\$	-
Total Expenditures	\$		-	\$	-	\$	-	\$	-
Excess Revenues (Expenditures)	\$		-			\$	0		
Fund Balance - Beginning	\$		-			\$	9		
Fund Balance - Ending	\$		-			\$	9		

### Community Development District Month to Month

					Month to M	ionui							
	0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments	\$ - \$	18,043 \$	258,444 \$	2,476 \$	1,338 \$	3,029 \$	3,891 \$	168 \$	2,367 \$	5 \$	- \$	- \$	289,761
Interest	\$ - \$	- \$	- \$	- \$	- \$	223 \$	1,335 \$	1,384 \$	1,272 \$	1,236 \$	1,145 \$	1,024 \$	7,619
Total Revenues	\$ - \$	18,043 \$	258,444 \$	2,476 \$	1,338 \$	3,253 \$	5,226 \$	1,552 \$	3,639 \$	1,241 \$	1,145 \$	1,024 \$	297,381
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	200 \$	400 \$	- \$	400 \$	- \$	1,000
FICA Expense	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	15 \$	31 \$	- \$	31 \$	- \$	77
Engineering	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,500 \$	- \$	503 \$	- \$	5,003
Attorney	\$ - \$	700 \$	- \$	323 \$	358 \$	758 \$	2,041 \$	1,213 \$	1,353 \$	- \$	2,002 \$	- \$	8,745
Annual Audit	\$ - \$	- \$	- \$	2,000 \$	1,800 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,800
Assessment Administration	\$ 5,565 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,565
Dissemination	\$ 406 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	306 \$	3,775
Trustee Fees	\$ 3,206 \$	- \$	- \$	- \$	2,694 \$	- \$	1,859 \$	- \$	- \$	- \$	- \$	- \$	7,758
Arbitrage Report	\$ - \$	- \$	- \$	- \$	- \$	900 \$	- \$	- \$	- \$	- \$	- \$	- \$	900
Management Fees	\$ 3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	3,542 \$	42,500
Information Technology	\$ 99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	99 \$	1,182
Website Maintenance	\$ 66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	66 \$	788
Telephone	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage & Delivery	\$ 2 \$	3 \$	1 \$	1 \$	4 \$	1 \$	32 \$	1 \$	33 \$	51 \$	44 \$	1 \$	172
Printing & Binding	\$ - \$	- \$	- \$	- \$	- \$	4 \$	- \$	- \$	37 \$	- \$	- \$	9 \$	50
Insurance	\$ 6,251 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,251
Legal Advertising	\$ 714 \$	- \$	- \$	- \$	- \$	- \$	197 \$	- \$	- \$	617 \$	123 \$	246 \$	1,897
Contingency	\$ 40 \$	40 \$	40 \$	40 \$	48 \$	48 \$	49 \$	48 \$	48 \$	- \$	19 \$	36 \$	458
Property Appraiser	\$ - \$	- \$	- \$	197 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	197
Office Supplies	\$ 0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	1
Travel Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative:	\$ 20,066 \$	4,755 \$	4,054 \$	6,573 \$	8,916 \$	5,723 \$	8,189 \$	5,489 \$	10,414 \$	4,680 \$	7,133 \$	4,303 \$	90,294
Operations and Maintenance Expenses													
Field Expenses													
Field Management	\$ 833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	10,000
Property Insurance	\$ 9,471 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,471
Pond Bank Mowing	\$ 4,233 \$	4,233 \$	4,233 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	4,360 \$	51,933
Pond Maintenance	\$ 997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	997 \$	11,964
Midge Management	\$ 4,455 \$	4,455 \$	4,455 \$	- \$	4,455 \$	4,455 \$	4,455 \$	4,455 \$	4,455 \$	4,455 \$	4,455 \$	4,455 \$	49,000
Additional Littoral Planting	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
General Repairs & Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Contingency	\$ 49 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	49
Total Operations and Maintenance Expenses	\$ 20,038 \$	10,517 \$	10,517 \$	6,190 \$	10,644 \$	10,644 \$	10,644 \$	10,644 \$	10,644 \$	10,644 \$	10,644 \$	10,644 \$	132,418
Total Expenditures	\$ 40,103 \$	15,273 \$	14,571 \$	12,763 \$	19,560 \$	16,367 \$	18,834 \$	16,133 \$	21,059 \$	15,324 \$	17,777 \$	14,947 \$	222,712
Excess Revenues (Expenditures)	\$ (40,103) \$	2,770 \$	243,872 \$	(10,287) \$	(18,222) \$	(13,115) \$	(13,607) \$	(14,581) \$	(17,420) \$	(14,083) \$	(16,632) \$	(13,923) \$	74,669

#### 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) LESS: PRINCIPAL PAYMENT - 5/1/22 (\$35,000) LESS: PRINCIPAL PAYMENT - 5/1/23 (\$40,000) LESS: PRINCIPAL PAYMENT - 5/1/24 (\$40,000) LESS: PRINCIPAL PAYMENT - 5/1/25 (\$45,000)

CURRENT BONDS OUTSTANDING \$1,940,000

#### **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 \$172,450

BONDS OUTSTANDING - 1/24/2020 \$5,980,000
LESS: PRINCIPAL PAYMENT - 5/1/21 (\$110,000)
LESS: PRINCIPAL PAYMENT - 5/1/22 (\$115,000)
LESS: PRINCIPAL PAYMENT - 5/1/23 (\$120,000)
LESS: PRINCIPAL PAYMENT - 5/1/24 (\$125,000)
LESS: SPECIAL CALL PAYMENT - 11/01/24 (\$20,000)
LESS: PRINCIPAL PAYMENT - 5/1/25 (\$125,000)

CURRENT BONDS OUTSTANDING \$5,365,000

#### **OSCEOLA CHAIN OF LAKES**

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Special Assessment Receipts**

Fiscal Year 2025

#### ON ROLL ASSESSMENTS

							37.08%	18.99%	43.94%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	General Fund	2018 Debt Service	2020 Debt Service	Total
11/15/24	ACH	\$3,901.63	(\$180.17)	(\$74.43)	\$0.00	\$3,647.03	\$1,352.15	\$692.43	\$1,602.45	\$3,647.03
11/21/24	ACH	\$47,850.23	(\$1,914.04)	(\$918.72)	\$0.00	\$45,017.47	\$16,690.40	\$8,547.06	\$19,780.01	\$45,017.47
12/10/24	ACH	\$722,827.74	(\$28,913.31)	(\$13,878.29)	\$0.00	\$680,036.14	\$252,125.91	\$129,112.39	\$298,797.84	\$680,036.14
12/19/24	ACH	\$18,057.75	(\$670.08)	(\$347.76)	\$0.00	\$17,039.91	\$6,317.61	\$3,235.22	\$7,487.08	\$17,039.91
01/07/25	ACH	\$4,736.30	(\$142.08)	(\$91.88)	\$0.00	\$4,502.34	\$1,669.26	\$854.82	\$1,978.26	\$4,502.34
01/07/25	ACH	\$1,609.15	(\$39.26)	(\$31.40)	\$0.00	\$1,538.49	\$570.40	\$292.10	\$675.99	\$1,538.49
01/28/25	ACH	\$0.00	\$0.00	\$0.00	\$636.15	\$636.15	\$235.86	\$120.78	\$279.51	\$636.15
02/10/25	ACH	\$3,299.29	(\$65.99)	(\$64.66)	\$0.00	\$3,168.64	\$1,174.79	\$601.60	\$1,392.25	\$3,168.64
02/10/25	ACH	\$449.99	\$0.00	(\$9.00)	\$0.00	\$440.99	\$163.50	\$83.73	\$193.76	\$440.99
03/11/25	ACH	\$442.69	\$0.00	(\$8.85)	\$0.00	\$433.84	\$160.85	\$82.37	\$190.62	\$433.84
03/11/25	ACH	\$7,973.98	(\$79.75)	(\$157.89)	\$0.00	\$7,736.34	\$2,868.28	\$1,468.83	\$3,399.23	\$7,736.34
04/09/25	ACH	\$9,814.95	\$0.00	(\$196.30)	\$0.00	\$9,618.65	\$3,566.15	\$1,826.21	\$4,226.29	\$9,618.65
04/09/25	ACH	\$866.09	\$0.00	(\$17.32)	\$0.00	\$848.77	\$314.68	\$161.15	\$372.94	\$848.77
04/30/25	ACH	\$0.00	\$0.00	\$0.00	\$27.31	\$27.31	\$10.12	\$5.19	\$12.00	\$27.31
05/12/25	ACH	\$463.50	\$0.00	(\$9.27)	\$0.00	\$454.23	\$168.41	\$86.24	\$199.58	\$454.23
06/09/25	ACH	\$3,094.97	\$0.00	(\$61.90)	\$0.00	\$3,033.07	\$1,124.52	\$575.86	\$1,332.69	\$3,033.07
06/16/25	ACH	\$3,420.90	\$0.00	(\$68.42)	\$0.00	\$3,352.48	\$1,242.94	\$636.51	\$1,473.03	\$3,352.48
07/30/25	ACH	\$0.00	\$0.00	\$0.00	\$14.43	\$14.43	\$5.35	\$2.74	\$6.34	\$14.43
	TOTAL	\$ 828,809.16	\$ (32,004.68)	\$ (15,936.09)	\$ 677.89	\$ 781,546.28	\$ 289,761.18	\$ 148,385.23	\$ 343,399.87	\$ 781,546.28

100%	Net Percent Collected
0	<b>Balance Remaining to Collect</b>