

CENTER LAKE RANCH WEST

**COMMUNITY DEVELOPMENT
DISTRICT**

August 13, 2025

**PUBLIC HEARINGS
AND REGULAR
MEETING AGENDA**

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Center Lake Ranch West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W•Boca Raton, Florida 33431

Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 6, 2025

Board of Supervisors
Center Lake Ranch West Community Development District

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Center Lake Ranch West Community Development District will hold Public Hearings and a Regular Meeting on August 13, 2025 at 1:30 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Elected Supervisor, Robert Reynolds [Seat 3] *(the following to be provided under separate cover)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
5. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2025/2026, Pursuant to Florida Law

- A. Proof/Affidavit of Publication
 - B. Mailed Notice(s) to Property Owners
 - C. Consideration of Resolution 2025-07, Providing for Funding for the Fiscal Year 2025/2026 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Fiscal Year 2026 Deficit Funding Agreement
7. Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]
 - Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting
8. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024, Prepared by Berger, Toombs, Elam, Gaines & Frank
 - A. Consideration of Resolution 2025-08, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2024
9. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
10. Consideration of Lake Pros, LLC Amendment to Agreement for Aquatic Management Services
11. Consideration of Special Warranty Deed
12. Consideration of Access and Drainage Easement Agreement
13. Ratification Items
 - A. Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date
 - B. Juniper Landscaping of Florida, LLC Landscape & Irrigation Services Agreement
 - C. Lake Pros, LLC Agreement for Aquatic Maintenance Services
 - D. Temporary Construction Easement [Central Park]
 - E. Temporary Construction Easement [Ponds]

14. Acceptance of Unaudited Financial Statements as of June 30, 2025

15. Approval of June 11, 2025, Regular Meeting Minutes

16. Staff Reports

A. District Counsel: *Kutak Rock, LLP*

B. District Engineer: *Poulos & Bennett, LLC*

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- 5 Registered Voters as of April 15, 2025
- NEXT MEETING DATE: September 10, 2025 at 1:30 PM

○ QUORUM CHECK

SEAT 1	SUSAN KANE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	NORA SCHUSTER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	ROBERT REYNOLDS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	DIANA CABRERA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ANDREA FIDLER	☐ IN PERSON	☐ PHONE	☐ NO

17. Board Members' Comments/Requests

18. Public Comments

19. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,



Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

3

**CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of the Center Lake Ranch West Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MAILING ADDRESS: ☐ Home ☐ Office County of Residence _____

Street Phone Fax

City, State, Zip Email Address

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

4A

AFFIDAVIT OF PUBLICATION

Osceola News-Gazette
222 Church Street
(407) 846-7600

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Osceola News-Gazette, a publication that is a "legal newspaper" as that phrase is defined for the city of Kissimmee, for the County of Osceola, in the state of Florida, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

Jul. 31, 2025

Notice ID: 5bw5dHVG4xyFaDWwZNUh

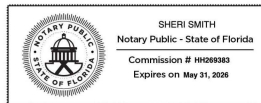
Notice Name: CENTER LAKE RANCH WEST CDD*Budget
Hear*FY2026

PUBLICATION FEE: \$78.22

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true,

Ankit Sachdeva

Agent



VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 08/04/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2025/2026 BUDGET(S); AND NOTICE OF
REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Center Lake Ranch West Community Development District ("District") will hold a public hearing on **August 13, 2025, at 1:30 p.m. at Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746** for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2025/2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the **District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office")**, during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
July 31, 2025

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2025-06

[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2025, submitted to the Board of Supervisors ("**Board**") of the Center Lake Ranch West Community Development District ("**District**") proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the

comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Center Lake Ranch West Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2025/2026, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2025/2026 or within 60 days following the end of the Fiscal Year 2025/2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 13th day of August, 2025.

ATTEST:

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Title: _____

By: _____

Its: _____

Exhibit A: Fiscal Year 2025/2026 Budget(s)

Exhibit A: Fiscal Year 2025/2026 Budget(s)

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1 - 2
Definitions of General Fund Expenditures	3 - 4
Debt Service Fund Budget - Series 2023	5
Amortization Schedule - Series 2023	6 - 7
Assessment Summary	8

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 54,984				\$ 620,304
Allowable discounts (4%)	(2,199)				(24,812)
Assessment levy: on-roll - net	52,785	\$ 52,850	\$ -	\$ 52,850	595,492
Assessment levy: off-roll	486,711	365,033	121,678	486,711	60,456
Landowner contribution	210,000	-	-	-	109,974
Total revenues	749,496	417,883	121,678	539,561	765,922
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	3,240	21,760	25,000	25,000
Engineering	3,000	-	3,000	3,000	3,000
Audit	4,500	-	4,500	4,500	4,500
Arbitrage rebate calculation	1,000	-	1,000	1,000	1,000
Dissemination agent	2,000	500	1,500	2,000	2,000
EMMA software service	3,000	1,500	1,500	3,000	3,000
Trustee	11,000	4,246	-	4,246	11,000
Debt service fund accounting	5,500	-	1,500	1,500	5,500
Telephone	200	100	100	200	200
Postage	500	68	432	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	266	1,500	1,766	6,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	8,476	-	8,476	9,324
Meeting room	1,400	-	1,400	1,400	1,400
Contingencies/bank charges	500	838	750	1,588	1,500
Website			-	-	
Hosting & maintenance	705	-	705	705	705
ADA compliance	210	-	210	210	210
Property appraiser	-	268	-	268	-
Tax collector	1,100	1,056		1,056	12,406
Total professional & administrative	120,290	44,983	64,107	109,090	136,420

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field operations manager	15,000	-	3,750	3,750	15,000
Field operations accounting	6,000	-	1,500	1,500	6,000
Landscape maintenance	421,000	-	75,000	75,000	200,000
Irrigation maintenance/repair	10,000	-	2,000	2,000	25,000
Plants, shrubs & mulch	20,000	-	5,000	5,000	35,000
Annuals	18,000	-	5,000	5,000	25,000
Tree trimming	6,000	-	2,000	2,000	10,000
Irrigation pump maintenance	6,000	-	2,000	2,000	10,000
Pond maintenance	7,200	-	2,000	2,000	10,000
Backflow prevention test	500	-	500	500	1,000
Property insurance	5,000	-	2,000	2,000	5,000
Community park:					
Park landscape maintenance	20,000	-	3,000	3,000	50,000
Park porter services	12,000	-	2,000	2,000	15,000
Dog waste stations	3,000	-	500	500	3,000
Signage maintenance	2,500	-	500	500	2,500
Pressure washing	3,000	-	500	500	3,000
Holiday decorations	3,000	-	3,000	3,000	3,000
Fence/wall repair	1,000	-	-	-	1,000
OUC lighting agreement	40,000	-	10,000	10,000	132,000
Contingencies	10,000	-	2,000	2,000	50,000
Electric:					
Irrigation	6,000	-	6,000	6,000	10,000
Street lights	5,000	-	5,000	5,000	-
Entrance signs	1,800	-	1,800	1,800	3,000
Community park	7,200	-	7,200	7,200	15,000
Total field operations	<u>629,200</u>	<u>-</u>	<u>142,250</u>	<u>142,250</u>	<u>629,500</u>
Total expenditures	<u>749,490</u>	<u>44,983</u>	<u>206,357</u>	<u>251,340</u>	<u>765,920</u>
Net increase/(decrease) of fund balance	6	372,900	(84,679)	288,221	2
Fund balance - beginning (unaudited)	-	-	372,900	-	288,221
Committed					
Working capital	-	-	-	-	202,223
Unassigned	6	372,900	288,221	288,221	86,000
Fund balance - ending (projected)	<u>\$ 6</u>	<u>\$ 372,900</u>	<u>\$ 288,221</u>	<u>\$ 288,221</u>	<u>\$ 288,223</u>

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	3,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	4,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	1,000
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
EMMA software service	3,000
Trustee	11,000
Annual fee for the service provided by trustee, paying agent and registrar.	
Debt service fund accounting	5,500
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	9,324
The District will obtain public officials and general liability insurance.	
Meeting room	1,400
Contingencies/bank charges	1,500
Bank charges and other miscellaneous expenses incurred during the year.	
Website	
Hosting & maintenance	705
ADA compliance	210
Tax collector	12,406
Total professional & administrative	<u>136,420</u>

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Field operations

Field operations manager	15,000
Field operations accounting	6,000
Landscape maintenance	200,000
Irrigation maintenance/repair	25,000
Plants, shrubs & mulch	35,000
Annuals	25,000
Tree trimming	10,000
Irrigation pump maintenance	10,000
Pond maintenance	10,000
Backflow prevention test	1,000
Property insurance	5,000
Community park:	
Park landscape maintenance	50,000
Park porter services	15,000
Dog waste stations	3,000
Signage maintenance	2,500
Pressure washing	3,000
Holiday decorations	3,000
Fence/wall repair	1,000
OUC lighting agreement	132,000
Contingencies	50,000
Electric:	
Irrigation	10,000
Entrance signs	3,000
Community park	15,000
Total field operations	<u>629,500</u>
Total expenditures	<u><u>765,920</u></u>

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll	\$ 101,461				\$ 942,063
Allowable discounts (4%)	(4,058)				(37,683)
Net assessment levy - on-roll	97,403	\$ 97,506	\$ -	\$ 97,506	904,380
Assessment levy: off-roll	897,970	538,782	359,188	897,970	108,431
Interest	-	12,676	-	12,676	-
Total revenues	995,373	648,964	359,188	1,008,152	1,012,811
EXPENDITURES					
Debt service					
Principal	185,000	20,000	165,000	185,000	195,000
Interest	811,763	406,175	405,588	811,763	801,038
Tax collector	2,029	1,948	-	1,948	18,841
Total expenditures	998,792	428,123	570,588	998,711	1,014,879
Excess/(deficiency) of revenues over/(under) expenditures	(3,419)	220,841	(211,400)	9,441	(2,068)
OTHER FINANCING SOURCES/(USES)					
Total other financing sources/(uses)	-	-	-	-	-
Fund balance:					
Net increase/(decrease) in fund balance	(3,419)	220,841	(211,400)	9,441	(2,068)
Beginning fund balance (unaudited)	-	926,479	1,147,320	926,479	935,920
Ending fund balance (projected)	\$ (3,419)	\$ 1,147,320	\$ 935,920	\$ 935,920	933,852
Use of fund balance:					
Debt service reserve account balance (required)					(496,672)
Interest expense - November 1, 2026					(395,644)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 41,536

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/25			400,518.75	400,518.75	13,725,000.00
05/01/26	195,000.00	5.000%	400,518.75	595,518.75	13,530,000.00
11/01/26			395,643.75	395,643.75	13,530,000.00
05/01/27	205,000.00	5.000%	395,643.75	600,643.75	13,325,000.00
11/01/27			390,518.75	390,518.75	13,325,000.00
05/01/28	215,000.00	5.000%	390,518.75	605,518.75	13,110,000.00
11/01/28			385,143.75	385,143.75	13,110,000.00
05/01/29	225,000.00	5.000%	385,143.75	610,143.75	12,885,000.00
11/01/29			379,518.75	379,518.75	12,885,000.00
05/01/30	235,000.00	5.000%	379,518.75	614,518.75	12,650,000.00
11/01/30			373,643.75	373,643.75	12,650,000.00
05/01/31	250,000.00	5.750%	373,643.75	623,643.75	12,400,000.00
11/01/31			366,456.25	366,456.25	12,400,000.00
05/01/32	265,000.00	5.750%	366,456.25	631,456.25	12,135,000.00
11/01/32			358,837.50	358,837.50	12,135,000.00
05/01/33	280,000.00	5.750%	358,837.50	638,837.50	11,855,000.00
11/01/33			350,787.50	350,787.50	11,855,000.00
05/01/34	295,000.00	5.750%	350,787.50	645,787.50	11,560,000.00
11/01/34			342,306.25	342,306.25	11,560,000.00
05/01/35	315,000.00	5.750%	342,306.25	657,306.25	11,245,000.00
11/01/35			333,250.00	333,250.00	11,245,000.00
05/01/36	330,000.00	5.750%	333,250.00	663,250.00	10,915,000.00
11/01/36			323,762.50	323,762.50	10,915,000.00
05/01/37	350,000.00	5.750%	323,762.50	673,762.50	10,565,000.00
11/01/37			313,700.00	313,700.00	10,565,000.00
05/01/38	375,000.00	5.750%	313,700.00	688,700.00	10,190,000.00
11/01/38			302,918.75	302,918.75	10,190,000.00
05/01/39	395,000.00	5.750%	302,918.75	697,918.75	9,795,000.00
11/01/39			291,562.50	291,562.50	9,795,000.00
05/01/40	420,000.00	5.750%	291,562.50	711,562.50	9,375,000.00
11/01/40			279,487.50	279,487.50	9,375,000.00
05/01/41	445,000.00	5.750%	279,487.50	724,487.50	8,930,000.00
11/01/41			266,693.75	266,693.75	8,930,000.00
05/01/42	470,000.00	5.750%	266,693.75	736,693.75	8,460,000.00
11/01/42			253,181.25	253,181.25	8,460,000.00
05/01/43	495,000.00	5.750%	253,181.25	748,181.25	7,965,000.00
11/01/43			238,950.00	238,950.00	7,965,000.00
05/01/44	525,000.00	6.000%	238,950.00	763,950.00	7,440,000.00
11/01/44			223,200.00	223,200.00	7,440,000.00
05/01/45	560,000.00	6.000%	223,200.00	783,200.00	6,880,000.00
11/01/45			206,400.00	206,400.00	6,880,000.00
05/01/46	595,000.00	6.000%	206,400.00	801,400.00	6,285,000.00
11/01/46			188,550.00	188,550.00	6,285,000.00
05/01/47	630,000.00	6.000%	188,550.00	818,550.00	5,655,000.00
11/01/47			169,650.00	169,650.00	5,655,000.00
05/01/48	670,000.00	6.000%	169,650.00	839,650.00	4,985,000.00

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
11/01/48			149,550.00	149,550.00	4,985,000.00
05/01/49	710,000.00	6.000%	149,550.00	859,550.00	4,275,000.00
11/01/49			128,250.00	128,250.00	4,275,000.00
05/01/50	755,000.00	6.000%	128,250.00	883,250.00	3,520,000.00
11/01/50			105,600.00	105,600.00	3,520,000.00
05/01/51	805,000.00	6.000%	105,600.00	910,600.00	2,715,000.00
11/01/51			81,450.00	81,450.00	2,715,000.00
05/01/52	850,000.00	6.000%	81,450.00	931,450.00	1,865,000.00
11/01/52			55,950.00	55,950.00	1,865,000.00
05/01/53	905,000.00	6.000%	55,950.00	960,950.00	960,000.00
11/01/53			28,800.00	28,800.00	960,000.00
05/01/54	960,000.00	6.000%	28,800.00	988,800.00	-
Total	13,725,000.00		15,368,562.50	29,093,562.50	

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments*

Taylor Morrison Parcel

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
N-1A West - SF 34'	75	\$ 632.22	\$ 1,134.01	\$ 1,766.23	\$ 1,748.56
N-1A West - SF 40'	94	743.79	1,334.13	2,077.92	2,057.13
N-1A West - SF 50'	74	929.73	1,667.66	2,597.39	2,571.42
N-1A West - SF 60'	47	1,115.68	2,001.20	3,116.88	3,085.70
N-1A East - Villa 37.5'	42	699.16	1,250.76	1,949.92	1,930.38
N-1A East - SF 50'	62	929.73	1,667.66	2,597.39	2,571.42
N-1A East - SF 60'	34	1,115.68	2,001.20	3,116.88	3,085.70
Total	428				

Taylor Morrison Parcel

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
N-1A West - SF 34'	-	\$ 632.22	\$ -	\$ 632.22	n/a
N-1A West - SF 40'	22	743.79	-	743.79	n/a
N-1A West - SF 50'	51	929.73	-	929.73	n/a
N-1A West - SF 60'	28	1,115.68	-	1,115.68	n/a
N-1A East - Villa 37.5'	-	699.16	-	699.16	n/a
N-1A East - SF 50'	-	929.73	-	929.73	n/a
N-1A East - SF 60'	-	1,115.68	-	1,115.68	n/a
Total	101				

M/I Homes Parcel

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
TH	95	\$ 409.09	\$ 733.77	\$ 1,142.86	\$ 281.83
SF 34'	40	632.22	1,134.01	1,766.23	435.56
SF 50'	75	929.73	1,667.66	2,597.39	640.52
SF 60'	25	1,115.68	2,001.20	3,116.88	768.63
Total	235				

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

Off-Roll Assessments*

Taylor Morrison Parcel

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
N-1A West - SF 34'	-	\$ 594.29	\$ 1,065.97	\$ 1,660.26	\$ 1,643.65
N-1A West - SF 40'	-	699.16	1,254.08	1,953.24	1,933.70
N-1A West - SF 50'	-	873.95	1,567.60	2,441.55	2,417.13
N-1A West - SF 60'	-	1,048.74	1,881.13	2,929.87	2,900.56
N-1A East - Villa 37.5'	3	657.21	1,175.71	1,832.92	1,814.55
N-1A East - SF 50'	-	873.95	1,567.60	2,441.55	2,417.13
N-1A East - SF 60'	-	1,048.74	1,881.13	2,929.87	2,900.56
Total	3				

M/I Homes Parcel

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
TH	-	\$ 384.54	\$ 689.74	\$ 1,074.28	\$ 1,063.53
SF 34'	24	594.29	1,065.97	1,660.26	1,643.65
SF 50'	17	873.95	1,567.60	2,441.55	2,417.13
SF 60'	28	1,048.74	1,881.13	2,929.87	2,900.56
Total	69				

* Based on the assumption that all 735 lots subject to the Series 2023 Bonds will be platted and able to be assessed on the Tax Year 2025 (Fiscal Year 2026) real estate tax bill.

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

5A

**PROOF OF
PUBLICATION**
From

**OSCEOLA
NEWS-GAZETTE**

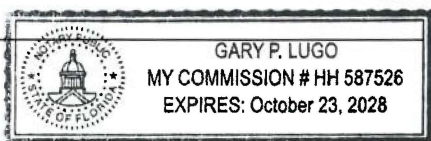
**STATE OF FLORIDA
COUNTY OF OSCEOLA**

Before me, the undersigned authority,
personally appeared Toni Rowan,
who under oath says that she is the
Business Manager of the
Osceola News-Gazette, a weekly
newspaper published at Kissimmee, in
Osceola County, Florida; that the attached
copy of the advertisement was published
in the regular and entire edition of said
newspaper in the following issues:

July 24, 2025

Affiant further says that the
Osceola News-Gazette is a newspaper
published in Kissimmee, in said
Osceola County, Florida, and that
the said newspaper has heretofore
been continuously published in said
Osceola County, Florida, for a period
of one year preceding the first publication
of the attached copy of advertisement;
and affiant further says that she has
neither paid nor promised any person,
firm or corporation any discount, rebate,
commission or refund for the purpose of
securing this advertisement for publication
in the said newspaper.

Sworn and subscribed before me
by Toni Rowan, who is
personally known to me this



Gary P. Lugo

IN THE MATTER OF: FIRST PUBLICATION: 7/24/2025

LAST PUBLICATION: 7/24/2025

Notice of Public Hearing
to consider the adoption of
the fiscal year 2025/2026
budget, notice of public
hearing to consider the imposition
of operations and maintenance
specialty assessments adoption
of an assessment roll, and
the levy, collection, and enforce-
ment of the same and notice
of regular board of supervisors
meeting.



Make remittance to: Osceola News-Gazette
222 Church Street, Kissimmee, FL 34744
Phone: 407-846-7600

Email: glugo@osceolanewsgazette.com
You can also view your Legal Advertising on
www.aroundosceola.com or www.floridapublicnotices.com

EDWIN C.

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

5B

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, this day personally appeared Curtis Marcoux, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein.
2. I, Curtis Marcoux, am employed by Wrathell, Hunt and Associates, LLC, and, in the course of that employment, serve as Financial Analyst for the Center Lake Ranch West Community Development District. Among other things, my duties include preparing and transmitting correspondence relating to the District.
3. I do hereby certify that on July 21, 2025, and in the regular course of business, I caused letters, in the forms attached hereto as **Exhibit A**, to be sent notifying affected landowner(s) in the District of their rights under Florida law, and with respect to the District's anticipated imposition of operations and maintenance assessments. I further certify that the letters were sent to the addressees identified in **Exhibit B** and in the manner identified in **Exhibit A**.
4. I do hereby certify that the attached document(s) were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person having knowledge of those matters; were and are being kept in the course of the regularly conducted activity of the District; and were made as a regular practice in the course of the regularly conducted activity of the District.

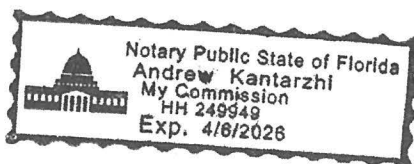
FURTHER AFFIANT SAYETH NOT.

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**



By: Curtis Marcoux

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 21st day of July 2025, by Curtis Marcoux, for Wrathell, Hunt and Associates, LLC, who ☒ is personally known to me or ☐ has provided _____ as identification, and who ☐ did or ☒ did not take an oath.



NOTARY PUBLIC

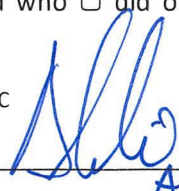

Print Name: Andrew Kantarzhli
Notary Public, State of Florida
Commission No.: HH 249949
My Commission Expires: 4/6/26

EXHIBIT A: Copies of Forms of Mailed Notices
EXHIBIT B: List of Addressees

Center Lake Ranch West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

THIS IS NOT A BILL – DO NOT PAY

July 21, 2025

VIA FIRST CLASS MAIL

TAYLOR MORRISON OF FLORIDA INC
2600 LAKE LUCIEN DR STE 350
MAITLAND, FL 32751

[PARCEL ID]: *please see "Exhibit B"*

PRODUCT TYPE: Villa

RE: Center Lake Ranch West Community Development District
Fiscal Year 2025/2026 Budget and O&M Assessments

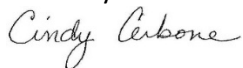
Dear Property Owner:

Pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, the Center Lake Ranch West Community Development District ("**District**") will be holding two public hearings and a Board of Supervisors' ("**Board**") meeting for the purposes of: (1) adopting the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), and (2) levying operations and maintenance assessments ("**O&M Assessments**") to fund the Proposed Budget for Fiscal Year 2025/2026, on **Wednesday, August 13, 2025 at 1:30 p.m. at Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746**. The District is a special purpose unit of local government established under Chapter 190, *Florida Statutes*, for the purposes of providing infrastructure and services to your community. The proposed O&M Assessment information for your property is set forth in **Exhibit A**.

The public hearings and meeting are open to the public and will be conducted in accordance with Florida law. A copy of the Proposed Budget and assessment roll, and the agenda, for the hearings and meeting may be obtained by contacting Wrathell, Hunt and Associates, LLC, Ph: 561-571-0010 ("**District Manager's Office**"). The public hearings and meeting may be continued to a date, time, and place to be specified on the record. There may be occasions when staff or board members may participate by speaker telephone. Any person requiring special accommodations because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear and comment at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty (20) days of issuance of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. If you have any questions, please do not hesitate to contact the District Manager's Office.

Sincerely



Cindy Cerbone,
District Manager

EXHIBIT A
Summary of O&M Assessments

O&M Assessments are allocated on a per acre basis for undeveloped property and on an Equivalent Assessment Unit or Equivalent Residential Unit (collectively herein, “EAU/ERU”) basis for platted lots. The O&M Assessments may be collected on the County tax roll or by direct bill from the District’s Manager. Note that the O&M Assessments are in addition to any debt service assessments, if any, previously levied by the District and due to be collected for Fiscal Year 2025/2026.

IT IS IMPORTANT TO PAY YOUR ASSESSMENT BECAUSE FAILURE TO PAY WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST THE PROPERTY WHICH MAY RESULT IN LOSS OF TITLE, OR FOR DIRECT BILLED ASSESSMENTS, MAY RESULT IN A FORECLOSURE ACTION, WHICH ALSO MAY RESULT IN A LOSS OF TITLE.

Land Use	Total # of Units / Acres	ERU Factors	Annual O&M Assessment(1)
Townhome	95	0.55	\$409.09
SF Lot 34’	139	0.85	\$632.22
Villa	45	0.94	\$699.16
SF Lot 40’	116	1.0	\$743.79
SF Lot 50’	279	1.25	\$929.73
SF Lot 60’	162	1.50	\$1,115.68

(1) Annual O&M Assessment may also include County collection costs and early payment discounts.

For all O&M Assessments levied to fund the Proposed Budget for Fiscal Year 2025/2026, the District expects to collect no more than **\$684,618.80** in gross revenue, plus additional revenues provided under a developer funding agreement.

Exhibit B

Parcel ID	Owner Name
28-25-31-0944-0001-0970	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-0980	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-0990	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1000	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1010	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1020	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1030	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1040	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1050	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1060	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1070	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1080	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1090	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1100	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1110	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1120	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1130	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1140	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1150	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1160	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1170	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1180	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1190	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1200	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1210	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1220	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1230	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1240	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1250	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1260	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1270	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1280	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1290	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1300	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1310	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1320	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1330	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1340	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1350	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1360	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1370	TAYLOR MORRISON OF FLORIDA INC
28-25-31-0944-0001-1380	TAYLOR MORRISON OF FLORIDA INC

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

5C

RESOLUTION 2025-07

[FY 2026 ANNUAL ASSESSMENT RESOLUTION]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FISCAL YEAR 2025/2026 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Center Lake Ranch West Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"), attached hereto as **Exhibit A**; and

WHEREAS, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT:

1. FUNDING. As indicated in **Exhibits A and B**, the District's Board hereby authorizes the following funding mechanisms for the Adopted Budget:

a. OPERATIONS AND MAINTENANCE FUNDING AGREEMENT. The District's Board hereby authorizes a deficit funding agreement for the operations and maintenance services set forth in the District's Adopted Budget, as set forth in **Exhibit A**.

b. OPERATIONS AND MAINTENANCE ASSESSMENTS.

i. Benefit Findings. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

- ii. **Assessment Imposition.** Pursuant to Chapters 190, 197 and/or 170, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.
 - iii. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- c. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby directs District Staff to effect the collection of the previously levied debt service special assessments, as set forth in **Exhibits A and B**.

2. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- a. **Tax Roll Assessments.** If and to the extent indicated in **Exhibits A and B**, certain of the operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected at the same time and in the same manner as County taxes in accordance with Chapter 197 of the *Florida Statutes*. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
- b. **Direct Bill Assessments.** If and to the extent indicated in **Exhibits A and B**, certain operations and maintenance special assessments (if any) and/or previously levied debt service special assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits A and B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.
 - i. *Due Date (O&M Assessments)* - Operations and maintenance assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1st and no later than September 30th of FY 2026.
 - ii. *Due Date (Debt Assessments)* - Debt service assessments directly collected by the District are due in full on December 1, 2025; provided, however, that, to the extent permitted by law, the assessments due may be paid in two partial, deferred payments and on dates that are 30 days prior to the District’s corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.
 - iii. In the event that an assessment payment is not made in accordance with the schedule(s) stated above, the whole assessment – including any

remaining partial, deferred payments for the Fiscal Year, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- c. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

3. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

5. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 13th day of August, 2025.

ATTEST:

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

6

**CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this 13th day of August, 2025, by and between:

Center Law Ranch West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Taylor Morrison of Florida, Inc., a Florida profit corporation, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 4900 N. Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251 ("**TM Developer**"); and

M/I Homes of Orlando, LLC, a Florida limited liability company, the owner and developer of certain lands within the boundary of the District, and whose mailing address is 400 International Parkway, Suite 470, Lake Mary, Florida 32746 ("**MI Developer**," together with the TM Developer, the "**Developer**");

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2026 ("**FY 2026 Budget**"), which begins on October 1, 2025 and ends on September 30, 2026, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2026 Budget; and

WHEREAS, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2026 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

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

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the

District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contributions provided hereunder.

Cost Sharing – Each of the Developer entities will pay a share of the Budget Deficit based on the following proportion:

TM Developer	_____ %
MI Developer	_____ %

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

TAYLOR MORRISON OF FLORIDA, INC.

By: _____
Its: _____

M/I HOMES OF ORLANDO, INC.

By: _____
Its: _____

Exhibit A: Fiscal Year 2026 General Fund Budget

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

7

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

Performance Measures/Standards & Annual Reporting Form October 1, 2025 – September 30, 2026

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public

by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

Standard: CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

8

Center Lake Ranch West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

Center Lake Ranch West Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

TABLE OF CONTENTS

	<u>Page Number</u>
REPORT OF INDEPENDENT AUDITOR'S	1-3
MANAGEMENT'S DISCUSSION AND ANALYSIS	4-8
BASIC FINANCIAL STATEMENTS:	
Government-wide Financial Statements:	
Statement of Net Position	9
Statement of Activities	10
Fund Financial Statements:	
Balance Sheet – Governmental Funds	11
Reconciliation of Total Governmental Fund Balances to Net Position of Governmental Activities	12
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	13
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	14
Statement of Revenues, Expenditures and Changes in Fund Balances – Budget and Actual – General Fund	15
Notes to Financial Statements	16-26
INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i>	27-28
MANAGEMENT LETTER	29-31
INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES	32



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Center Lake Ranch West Community Development District
St. Cloud, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Center Lake Ranch West Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Center Lake Ranch West Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Fort Pierce / Stuart
- 1 -



To the Board of Supervisors
Center Lake Ranch West Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Center Lake Ranch West Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 obtained during our audit of the basic financial statements. We do 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated June 24, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Center Lake Ranch West Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 24, 2025

Center Lake Ranch West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024

Management's discussion and analysis of Center Lake Ranch West Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions and special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Center Lake Ranch West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as capital improvement bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the fiscal year ended September 30, 2024.

- ◆ The District's liabilities exceeded assets by \$(684,951) (net position). Unrestricted net position was \$(778,076). Restricted net position was \$93,125.
- ◆ Governmental activities revenues totaled \$517,528, while governmental activities expenses totaled \$1,199,330.

**Center Lake Ranch West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2024	2023
Current assets	\$ 424,922	\$ 32,766
Restricted assets	522,150	-
Capital Assets	12,522,004	-
Total Assets	<u>13,469,076</u>	<u>32,766</u>
Current liabilities	543,124	35,915
Non-current liabilities	13,610,903	-
Total Liabilities	<u>14,154,027</u>	<u>35,915</u>
Net Position		
Restricted	93,125	-
Unrestricted	(778,076)	(3,149)
Total Net Position	<u>\$ (684,951)</u>	<u>\$ (3,149)</u>

The increase in current assets is related to the increase in cash and due from developer in the current year.

The increase in restricted assets, capital assets, and total liabilities is related to the issuance of long-term debt and the commencement of a capital project in the current year.

**Center Lake Ranch West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2024	2023
Program Revenues		
Special assessments	\$ 405,881	\$ -
Operating grants and contributions	86,668	59,241
General Revenues		
Investment income	24,979	-
Total Revenues	<u>517,528</u>	<u>59,241</u>
Expenses		
General government	84,368	58,714
Interest and other charges	1,114,962	3,149
Total Expenses	<u>1,199,330</u>	<u>61,863</u>
Change in Net Position	(681,802)	(2,622)
Net Position - Beginning of Year	<u>(3,149)</u>	<u>(527)</u>
Net Position - End of Year	<u><u>\$ (684,951)</u></u>	<u><u>\$ (3,149)</u></u>

The increase in special assessments is related to the debt service assessments in the current year.

The increase in contributions and general government is related to the increasing operations of the District.

The increase in interest and other charges is primarily related to the issuance of long-term debt in the current year.

**Center Lake Ranch West Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2024</u>	<u>2023</u>
Construction in progress	\$ 12,522,004	\$ -

The activity for the year consisted of additions to construction in progress of \$12,522,004.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less management fee, trustee fee, and legal advertising expenditures than were anticipated.

The September 30, 2024 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- In December 2023, the District issued \$13,935,000 Series 2023 Capital Improvement Revenue Bonds. These bonds were issued to provide funds for the Assessment Area One Project. The balance outstanding at September 30, 2024 was \$13,935,000.

Economic Factors and Next Year's Budget

Center Lake Ranch West Community Development District will continue to develop in 2025. It is expected that revenues and expenses will increase in 2025 as the District continues to develop.

Request for Information

The financial report is designed to provide a general overview of Center Lake Ranch West Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Center Lake Ranch West Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Center Lake Ranch West Community Development District
STATEMENT OF NET POSITION
September 30, 2024

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 162,683
Due from developer	262,239
Total Current Assets	<u>424,922</u>
Non-current Assets	
Restricted Assets	
Investments	522,150
Capital Assets, Not Being Depreciated	
Construction in progress	12,522,004
Total Non-current Assets	<u>13,044,154</u>
Total Assets	<u>13,469,076</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	13,890
Due to developer	6,000
Bonds payable	185,000
Accrued interest	338,234
Total Current Liabilities	<u>543,124</u>
Non-current Liabilities	
Bonds payable, net	13,610,903
Total Liabilities	<u>14,154,027</u>
NET POSITION	
Restricted for debt service	91,573
Restricted for capital projects	1,552
Unrestricted	(778,076)
Total Net Position	<u>\$ (684,951)</u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues		Net (Expenses)
		Charges for	Operating	Revenues and
		Services	Grants and	Changes in
			Contributions	Net Position
				Governmental
				Activities
Governmental Activities				
General government	\$ (84,368)	\$ -	\$ 83,519	\$ (849)
Interest and other charges	(1,114,962)	405,881	3,149	(705,932)
Total Governmental Activities	<u>\$ (1,199,330)</u>	<u>\$ 405,881</u>	<u>\$ 86,668</u>	<u>(706,781)</u>
		General Revenues		
		Investment income		<u>24,979</u>
		Change in Net Position		(681,802)
		Net Position - October 1, 2023		<u>(3,149)</u>
		Net Position - September 30, 2024		<u><u>\$ (684,951)</u></u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 162,683	\$ -	\$ -	\$ 162,683
Due from other funds	-	154,315	-	154,315
Due from developer	10,673	251,566	-	262,239
Restricted assets				
Investments	-	520,598	1,552	522,150
Total Assets	<u>\$ 173,356</u>	<u>\$ 926,479</u>	<u>\$ 1,552</u>	<u>\$ 1,101,387</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 13,890	\$ -	\$ -	\$ 13,890
Due to other funds	154,315	-	-	154,315
Due to developer	6,000	-	-	6,000
Total Liabilities	<u>174,205</u>	<u>-</u>	<u>-</u>	<u>174,205</u>
FUND BALANCES				
Restricted				
Debt service	-	926,479	-	926,479
Capital projects	-	-	1,552	1,552
Unassigned	(849)	-	-	(849)
Total Fund Balances	<u>(849)</u>	<u>926,479</u>	<u>1,552</u>	<u>927,182</u>
Total Liabilities and Fund Balances	<u>\$ 173,356</u>	<u>\$ 926,479</u>	<u>\$ 1,552</u>	<u>\$ 1,101,387</u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances	\$ 927,182
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	12,522,004
Long-term liabilities, bond payable, \$(13,935,000), net of bond discount, net, \$139,097, are not due and payable in the current period; and therefore, are not reported at the fund level.	(13,795,903)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	<u>(338,234)</u>
Net Position of Governmental Activities	<u><u>\$ (684,951)</u></u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ -	\$ 405,881	\$ -	\$ 405,881
Developer contributions	83,519	3,149	-	86,668
Investment income	-	24,443	536	24,979
Total Revenues	<u>83,519</u>	<u>433,473</u>	<u>536</u>	<u>517,528</u>
Expenditures				
Current				
General government	84,368	-	-	84,368
Capital outlay	-	-	12,522,004	12,522,004
Debt Service				
Interest	-	311,176	-	311,176
Other	-	461,623	-	461,623
Total Expenditures	<u>84,368</u>	<u>772,799</u>	<u>12,522,004</u>	<u>13,379,171</u>
Revenues over/(under) expenditures	(849)	(339,326)	(12,521,468)	(12,861,643)
Other Financing Sources/(Uses)				
Issuance of long-term debt	-	1,412,996	12,522,004	13,935,000
Bond discount	-	(143,026)	-	(143,026)
Transfers in	-	-	1,016	1,016
Transfers out	-	(1,016)	-	(1,016)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>1,268,954</u>	<u>12,523,020</u>	<u>13,791,974</u>
Net change in fund balances	(849)	929,628	1,552	930,331
Fund Balances - October 1, 2023	<u>-</u>	<u>(3,149)</u>	<u>-</u>	<u>(3,149)</u>
Fund Balances - September 30, 2024	<u>\$ (849)</u>	<u>\$ 926,479</u>	<u>\$ 1,552</u>	<u>\$ 927,182</u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ 930,331
--	------------

Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year.	12,522,004
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The issuance of long-term debt, \$(13,935,000), net of bond discount, \$143,026, are recognized as other financing sources/(uses) at the fund level, but increase long-term liabilities at the government wide level.	(13,791,974)
---	--------------

At the government-wide level, interest is accrued on outstanding bonds; whereas at the fund level, interest expenditures are reported when due. This is the change in accrued interest in the current period.	(338,234)
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At the fund level bond discount is recognized as an other financing source in the year that the bond is issued; however, at the government-wide level, bond discount is amortized over the life of the bond. This is the current year amortization.	(3,929)
---	--

Change in Net Position of Governmental Activities	\$ (681,802)
---	--

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Fiscal Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	<u>\$ 104,440</u>	<u>\$ 104,440</u>	<u>\$ 83,519</u>	<u>\$ (20,921)</u>
Expenditures				
Current				
General government	<u>104,440</u>	<u>104,440</u>	<u>84,368</u>	<u>20,072</u>
Net Change in Fund Balances	-	-	(849)	(849)
Fund Balances - October 1, 2023	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances - September 30, 2024	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (849)</u></u>	<u><u>\$ (849)</u></u>

See accompanying notes to financial statements.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on August 11, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 2022-18 of the City of St. Cloud, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Center Lake Ranch West Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Center Lake Ranch West Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by developer contributions and special assessments. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire the capital improvement bonds which were used to finance the construction of District infrastructure improvements.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as capital improvement bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which includes construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

d. Unamortized Bond Discount

Bond discounts associated with the issuance of revenue bonds are amortized according to the straight-line method. For financial reporting, unamortized bond discounts are netted with the applicable long-term debt.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash.

Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$7,344 and the carrying value was \$162,683. Exposure to custodial credit risk was as follows: the District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2024, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Government Obligation Fund	31 days*	<u>\$ 522,150</u>

*Maturity is a weighted average maturity.

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are level 1 assets.

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2024, the District's investments in First American Government Obligation Fund are rated AAAm by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investments in First American Government Obligation Fund are 100% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value to be temporary.

NOTE C – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Construction in progress	\$ -	\$ 12,522,004	\$ -	\$ 12,522,004

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE D – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2024:

Governmental Activities

Bonds payable at October 1, 2023	\$ -
Issuance of long-term debt	<u>13,935,000</u>
Bonds payable at September 30, 2024	13,935,000
Less bond discount, net	<u>(139,097)</u>
Long-term debt, net	<u><u>\$ 13,795,903</u></u>

Capital Improvement Debt

Long-term debt is comprised of the following:

\$13,935,000 Capital Improvement Revenue Bonds, Series 2023 due in annual principal installments beginning May 1, 2025. Interest is due annually on November 1 and May 1, beginning May 2024 at rates between 5.00% and 6.00% with a final maturity date of May 1, 2054. Current portion is \$185,000.

\$ 13,935,000

The annual requirements to amortize the principal and interest of debt outstanding as of September 30, 2024 are as follows:

<u>Year Ending</u> <u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2025	\$ 185,000	\$ 811,763	\$ 996,763
2026	195,000	802,513	997,513
2027	205,000	792,763	997,763
2028	215,000	782,513	997,513
2029	225,000	771,762	996,762
2030-2034	1,325,000	3,665,862	4,990,862
2035-2039	1,770,000	3,238,387	5,008,387
2040-2044	2,365,000	2,665,400	5,030,400
2045-2049	3,170,000	1,877,700	5,047,700
2050-2054	4,280,000	801,000	5,081,000
	<u> </u>	<u> </u>	<u> </u>
Totals	<u><u>\$ 13,935,000</u></u>	<u><u>\$ 16,209,663</u></u>	<u><u>\$ 30,144,663</u></u>

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE D – LONG-TERM DEBT (CONTINUED)

Summary of Significant Resolution Terms and Covenants

Significant Bond Provisions

The Series 2023 Capital improvement Revenue Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, on any Redemption Date on or after May 1, 2034, at a redemption price of one hundred percent of the principal amount of the Capital Improvement Revenue Bonds to be redeemed, together with accrued interest to the date of redemption. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2023 Reserve Account was funded from the proceeds of the Series 2023 Capital Improvement Revenue Bonds in amounts equal to 50% of the maximum annual debt service of the Series 2023 Capital Improvement Revenue Bonds. Upon satisfaction of release conditions #1, the reserve requirement will be reduced to 10% of the maximum annual debt service of the then outstanding bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2024:

	Reserve Balance	Reserve Requirement
Capital Improvement Revenue Bonds, Series 2023	\$ 496,672	\$ 496,672

Center Lake Ranch West Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE E – INTERFUND BALANCES AND TRANSFERS

Interfund balances at September 30, 2024, consisted for the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>
Debt Service Fund	General Fund
	\$ 154,315

Interfund balances relate to funds received in the General Fund on behalf of the Debt Service Fund not yet remitted as of year end.

Interfund transfers for the year ended September 30, 2024, consisted of the following:

<u>Transfers In</u>	<u>Transfers Out</u>
Capital Projects Fund	Debt Service Fund
	\$ 1,016

Interfund transfers from the Debt Service Fund to the Capital Projects Fund were made in accordance with the Trust Indenture.

NOTE F – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District recognized \$492,549 in contributions and assessments from the Developer during the year ended September 30, 2024. Additionally, the District had a balance due to the Developer of \$6,000, which is a \$6,000 Developer advance, and a balance of \$262,239 due from the Developer at September 30, 2024.

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE H – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims since inception.

NOTE I – SUBSEQUENT EVENT

In February 2025, the District made prepayments of \$20,000 on the Series 2023 Capital Improvement Revenue Bonds.

In May 2025, the District made prepayments of \$5,000 on the Series 2023 Capital Improvement Revenue Bonds.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Center Lake Ranch West Community Development District
St. Cloud, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Center Lake Ranch West Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated June 24, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Center Lake Ranch West Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Center Lake Ranch West Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Center Lake Ranch West Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
Center Lake Ranch West Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Center Lake Ranch West Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 24, 2025



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Center Lake Ranch West Community Development District
St. Cloud, Florida

Report on the Financial Statements

We have audited the financial statements of the Center Lake Ranch West Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated June 24, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated June 24, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.



To the Board of Supervisors
Center Lake Ranch West Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Center Lake Ranch West Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Center Lake Ranch West Community Development District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Center Lake Ranch West Community Development District. It is management's responsibility to monitor the Center Lake Ranch West Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Center Lake Ranch West Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 0
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$84,747
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.



To the Board of Supervisors
Center Lake Ranch West Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Center Lake Ranch West Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: \$281.83 - \$768.63 for the Debt Service Fund.
- 2) The amount of special assessments collected by or on behalf of the District was \$405,881.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds as: The bonds outstanding are \$13,935,000 Series 2023 maturing May 2054 at various interest rates between 5.00% – 6.00%.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or are likely to have occurred, that has an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 24, 2025



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Center Lake Ranch West Community Development District
St. Cloud, Florida

We have examined Center Lake Ranch West Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2024. Management is responsible for Center Lake Ranch West Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Center Lake Ranch West Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Center Lake Ranch West Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Center Lake Ranch West Community Development District's compliance with the specified requirements.

In our opinion, Center Lake Ranch West Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

June 24, 2025

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

8A

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Annual Financial Report for Fiscal Year 2024, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2024, for the period ending September 30, 2024; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2024 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 13th day of August, 2025.

ATTEST:

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Center Lake Ranch West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13th day of August, 2025.

ATTEST:

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn & Suites Orlando South Lake Buena Vista 4971 Calypso Cay Way, Kissimmee, Florida 34746</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 8, 2025	Regular Meeting	1:30 PM
November 12, 2025	Regular Meeting	1:30 PM
December 10, 2025	Regular Meeting	1:30 PM
January 14, 2026	Regular Meeting	1:30 PM
February 11, 2026	Regular Meeting	1:30 PM
March 11, 2026	Regular Meeting	1:30 PM
April 8, 2026	Regular Meeting	1:30 PM
May 13, 2026	Regular Meeting	1:30 PM
June 10, 2026	Regular Meeting	1:30 PM
July 8, 2026	Regular Meeting	1:30 PM
August 12, 2026	Regular Meeting	1:30 PM
September 9, 2026	Regular Meeting	1:30 PM

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

10

AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES

THIS AMENDMENT TO AGREEMENT FOR AQUATIC MANAGEMENT SERVICES
("Amendment") is made and entered into, by and between:

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

LAKE PROS, LLC, a Florida limited liability company, whose mailing address is 3885 Shader Road, Orlando, Florida 32808 ("**Contractor**").

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District and the Contractor previously entered into that certain *Agreement for Aquatic Management Services*, dated July 22, 2025, as amended ("**Agreement**"); and

WHEREAS, the District has a need to retain an independent contractor to provide aquatic maintenance within and around the District, and the Contractor represents that it is qualified to provide such services to the District; and

WHEREAS, the District and the Contractor now desire to amend the Agreement to add an additional swale to the scope of services.

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Amendment.
2. **AMENDED AND RESTATED SCOPE OF SERVICES AND COMPENSATION.** The parties agree that the Agreement is hereby amended and restated to include the maintenance of additional pond(s), as identified in **Exhibit A ("Scope of Services")**. As compensation for the Scope of Services described in this Amendment in addition to the maintenance outlined in the Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**.
3. **AFFIRMATION OF THE AGREEMENT; CONFLICTS.** The District and the Contractor agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Agreement, except to the extent set forth herein. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

4. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
5. **EFFECTIVE DATE.** This Amendment shall be effective after execution by both the District and the Contractor.

WHEREFORE, the parties below execute the *First Amendment to Aquatic Management Services Agreement* to be effective as of _____, 2025.

**CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT**

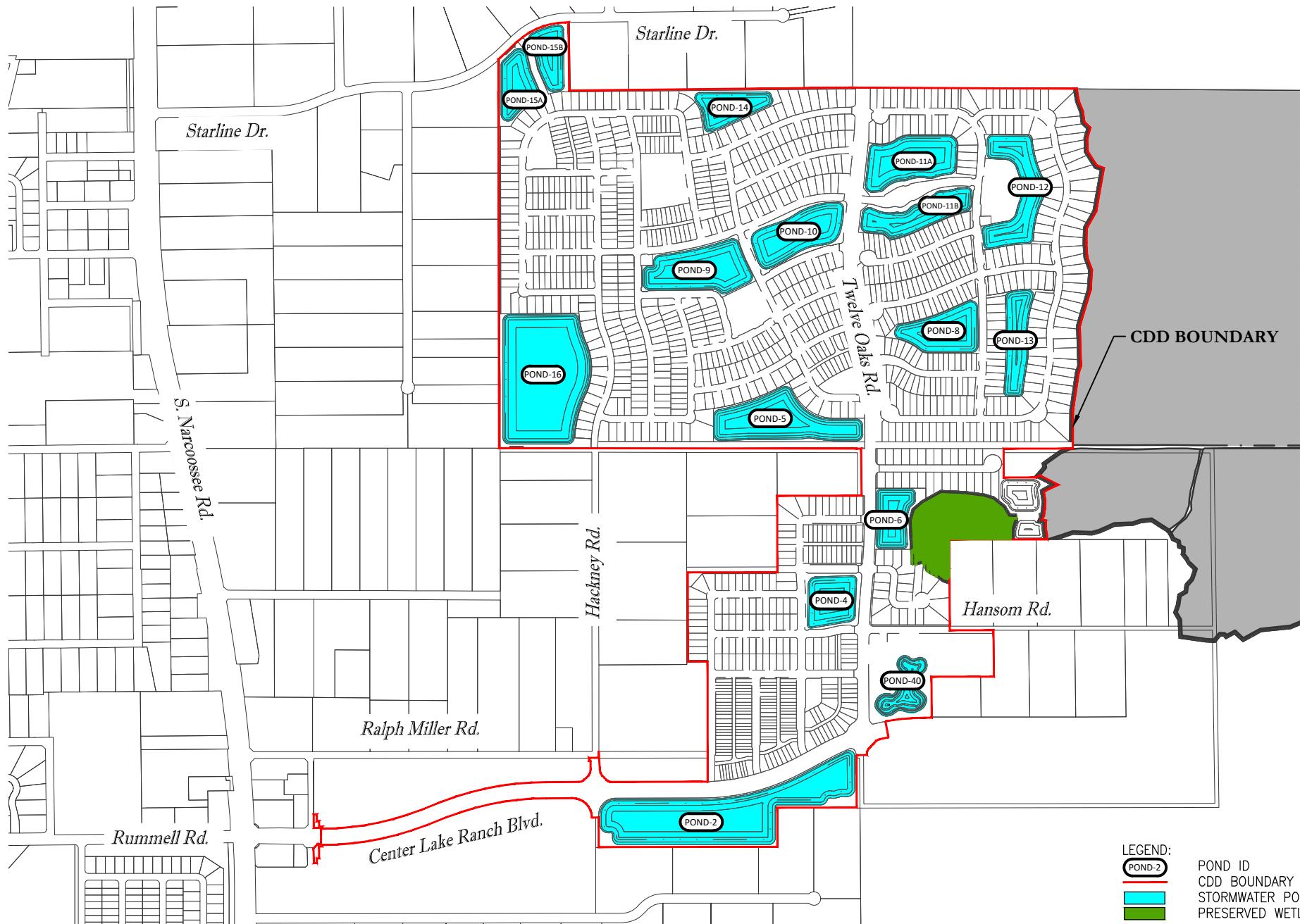
By: _____
Its: _____

LAKE PROS, LLC

By: _____
Its: _____

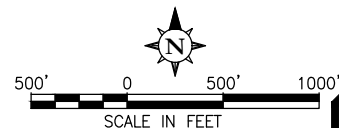
EXHIBIT A: Amended and Restated Scope of Services

EXHIBIT A



LEGEND:

POND-2	POND ID
	CDD BOUNDARY
	STORMWATER POND
	PRESERVED WETLANDS



Center Lake Ranch West Pond Map

Center Lake Ranch West CDD

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

11

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

(This space reserved for Clerk)

Jere Earlywine
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of _____
2025, by and between:

Center Lake Properties, LLP, a Florida limited liability limited partnership, the
owner of lands within the boundary of the District, and whose mailing address is
102 West Pineloch Street, Suite 10, Orlando, Florida 32806 ("**Grantor**"); and

Center Lake Ranch West Community Development District, a local unit of special-
purpose government established pursuant to Chapter 190, *Florida Statutes*, and
whose mailing address is c/o o Wrathell, Hunt and Associates, LLC, 2300 Glades
Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee,
the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to
Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and
to the following described lot, piece or parcel of land, situate, lying and being in the County of
Osceola, State of Florida, and more particularly described in **Exhibit A** attached hereto
("**Property**").

TOGETHER with all of the tenements, hereditaments and appurtenances thereto
belonging or in anywise appertaining, and to have and to hold the same in fee simple forever.
Such conveyance is subject to all matters of record; however, reference hereto shall not operate
to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said
land in fee simple and that the Grantor has good right and lawful authority to sell and convey
said land. Further, the Grantor hereby warrants the title to said land and will defend the same
against the lawful claims of all persons or entities whomsoever claiming by, through or under
Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the
provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, for the benefit of Grantor and Grantor's adjacent and nearby lands, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

CENTER LAKE PROPERTIES, LLLP, a Florida limited liability limited partnership

By: _____
Name: _____
Address: _____

By: **Pineloch Management Corporation**, its General Partner

By: _____
Name: _____
Address: _____

By: _____
James E. Frye, as its President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this November ____, 2025, by James E. Frye, as President of **Pineloch Management Corporation**, as General Partner of **CENTER LAKE PROPERTIES, LLLP**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

12

This instrument was prepared by:

Jere Earlywine
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS ACCESS AND DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made and entered into, by and between the following parties, and shall be effective upon full execution of this Agreement:

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 (“**District**”, or “**Grantor**”); and

CENTER LAKE PROPERTIES, LLLP, a Florida limited liability limited partnership, having an address of c/o Pineloch Management Corporation, 102 West Pineloch. Avenue, Orlando, FL 32806 (“**Grantee**”).

RECITALS

WHEREAS, the Grantor was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and for the purpose of financing, acquiring, constructing, operating and maintaining certain infrastructure improvements, facilities, and services; and

WHEREAS, the Grantor presently owns certain lands described in **Exhibit A**, including certain “**Drainage Property**” and “**Access Property**” as identified in **Exhibit A** and defined herein as, together, “**Property**,” which Property serves as stormwater and/or common areas for the District’s project, and which Property was previously provided at no cost to Grantor by Grantee; and

WHEREAS, the Grantee is developing adjacent property and requires access and drainage easements in order to facilitate the development of Grantee’s property; and

WHEREAS, the Grantor is agreeable to granting such easement rights, on the terms set forth herein.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ACCESS AND DRAINAGE EASEMENTS.

- A. **Access Easement** - The Grantor does hereby grant to the Grantee a non-exclusive, perpetual easement over the Access Property for the purpose of constructing, operating, maintaining, repairing and replacing a right-of-way connection ("**ROW Connection**") from a future Center Lake Ranch West Boulevard extension north through the Access Parcel and to Hansom Road. The Grantee reserves the right to determine the final location and dimensions of the ROW Connection. The installation of such ROW Connection shall be deemed a "**Project**" for purposes of this Agreement.
- B. **Drainage Easements** - The Grantor does hereby further grant to the Grantee a non-exclusive, perpetual easement over the Drainage Property for the purpose of (1) conveying stormwater from the Grantee's Property and into the Grantor's stormwater system, and (2) connecting stormwater pipes/structures ("**Improvements**") from the Grantee's Property and to the Grantor's stormwater system on the terms set forth herein (part (2), herein, also deemed a "**Project**" for purposes of this Agreement).

All Projects shall be subject to the following requirements:

- C. **Easement Area** - Any Project shall be planned and conducted in a manner so as to minimize the geographic area of Grantor property necessary for the Project to occur. The Grantor shall have the ability in its reasonable discretion to determine the location of any such Project improvements.
- D. **Standard of Care** - Grantee shall cause any Project improvements to be designed, constructed, repaired, maintained and reconstructed in a sound, professional manner and consistent with community standards.
- E. **Permits** - The Grantee shall be responsible for obtaining any and all applicable permits and approvals relating to any Project (including but not limited to any approvals of U.S. Army Corps of Engineers, Florida Department of Environmental Protection, the City, the County, any applicable homeowners' association, or any other regulatory or similar authority of any kind), provided however that the Grantor shall serve as the operation and maintenance entity under for the Grantor's master stormwater management system.
- F. **Licensed Contractors** - All Projects conducted pursuant to this Agreement shall be conducted by a licensed and insured contractor. The Grantee shall cause its contractors and/or subcontractors performing work relating to the Project to comply with the requirements of this Agreement by incorporating the Grantee's obligations hereunder into any agreements with Grantee's contractors and/or subcontractors.
- G. **No Liens** - The Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against Grantor property in connection with the exercise of its rights hereunder.
- H. **Due Care; Damage.** The Grantee shall use all due care to access and use the Property for the purposes contemplated by this Agreement without adverse impact and/or damage to the Grantor's stormwater system, or any other property or improvements of any kind. The Grantee shall assume responsibility

for any and all damage to any real or personal property of the Grantor or any third parties as a result of the exercise of the rights granted hereunder. In the event that the Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Grantor's stormwater system, or any other property or improvements of any kind, the Grantee shall immediately notify the Grantor and promptly restore the damaged property to as nearly as practical the original condition and grade, including, without limitation, replacement and/or repair of any sod, irrigation, landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind. Alternatively, the Grantor may in its sole discretion elect to perform any such restoration work and charge the Grantee for any cost and expense of the restoration work.

- I. **Indemnification** – The Grantee agrees to indemnify, defend and hold harmless the Grantor and its supervisors, officers, attorneys, engineers, managers, representatives and agents from and against from any and all claims, losses, costs, liabilities and/or damages of any kind including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, or intentionally wrongful conduct of the Grantee and/or Grantee's employees, contractors, subcontractors, representatives and/or agents, and arising out of or related in any way to this Agreement and/or the exercise of the rights granted hereunder.
- J. **Insurance** – Grantee and its contractors (and their subcontractors, employees, and materialmen) undertaking any Project 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 under this Agreement. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the Grantor 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 Grantor. The Grantor shall be a named additional insured on any such policies, and the Grantee shall provide copies of all applicable insurance certificates with policy endorsements evidencing the satisfaction of the requirements of this paragraph prior to commencing any Project.
- K. **Compliance with Laws** - Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto, as well as any Grantor rules and policies, which may be modified or amended from time to time. Among other things, the Grantee shall not discharge into or within the Grantor's stormwater system or other property any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

3. DEFAULT. A default by a party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to ten (10) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

4. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses first set forth above. 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 parties may deliver Notice on behalf of the party represented. 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.

7. ARM'S LENGTH TRANSACTION. This 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 the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

9. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Grantor and its successors and assigns as to the Property or portions thereof.

10. AMENDMENTS. Amendments to and waivers of the provisions contained in this

Agreement may be made only by an instrument in writing which is executed by the parties hereto.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party agrees that the venue for any litigation arising out of or related to this Agreement shall be in the county in which the Grantor is located.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Grantor 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 law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

14. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

15. COUNTERPARTS. This 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR ACCESS AND DRAINAGE EASEMENT]

Executed as of the ____ day of _____, 2025.

WITNESS

**CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, **Chairperson**, of **CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

[SIGNATURE PAGE FOR ACCESS AND DRAINAGE EASEMENT]

Executed as of the ____ day of _____, 2025.

WITNESS

CENTER LAKE PROPERTIES, LLLP

**by: PINELOCH MANAGEMENT CORPORATION,
its General Partner**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____ of PINELOCH MANAGEMENT CORPORATION, as General Partner of CENTER LAKE PROPERTIES, LLLP, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: LEGAL DESCRIPTION OF ACCESS PROPERTY AND DRAINAGE PROPERTY

[LEGAL DESCRIPTION FOR ACCESS PROPERTY – IE PARK]

DRAFT

[LEGAL DESCRIPTION FOR DRAINAGE PROPERTY – IE DRAINAGE POND]

DRAFT

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS A**

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Center Lake Ranch West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective March 12, 2025:

<u>Nora Schuster</u>	is elected Chair
<u>Diana Cabrera</u>	is elected Vice Chair
<u>Susan Kane</u>	is elected Assistant Secretary
<u>Robert Reynolds</u>	is elected Assistant Secretary
<u>Andrea Fidler</u>	is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of March 12, 2025:

<u>Gaylon Barcom</u>	<u>Assistant Secretary</u>
<u>Cindy Cerbone</u>	<u>Assistant Secretary</u>

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

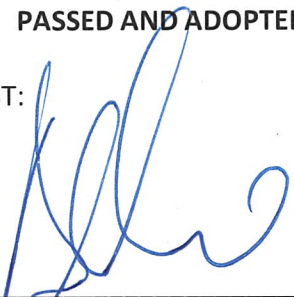
Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 12TH DAY OF MARCH, 2025.

ATTEST:


Secretary/Assistant Secretary

**CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT**


Chair/Vice Chair, Board of Supervisors

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS B**

LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the full execution of this Agreement:

Center Lake Ranch West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and having offices at c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“District”**); and

Juniper Landscaping of Florida, LLC, a Florida limited liability company, whose address is 4415 Metro Parkway, Suite 300, Ft. Myers, Florida 33916 (**“Contractor,”** and collectively with the District, **“Parties”**).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B (“Work”)**. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT A**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the

satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Ruben Durand, District Manager, to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon July 1, 2025 and end September 30, 2026 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall annually renew with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor according to the proposals attached hereto as **EXHIBIT A**. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed

additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under

- applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
- ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
- iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
- iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of

subrogation against the District, its Supervisors, Officers, agents, employees or representatives.

- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 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. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any

present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

12. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping

services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for 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 the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the

Contractor.

28. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Center Lake Ranch West
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor: Juniper Landscaping of Florida, LLC
4415 Metro Parkway, Suite 300
Fort Myers, Florida 33916
Attn: _____

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 the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Osceola County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Wrathell, Hunt and Associates LLC ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor 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 Contractor'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 the Contractor, the Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561)571-0010, OR BY EMAIL AT KANTARZHIA@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FL 33431.

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

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

35. **COUNTERPARTS.** This 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.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT
DISTRICT

DocuSigned by:
Nora Schuster
Nora Schuster
By: _____
Its: Chair
Date: 6/24/2025

JUNIPER LANDSCAPING OF FLORIDA, LLC

DocuSigned by:
Josh Burton
Josh Burton
By: _____
Its: Regional Director
Date: 6/27/2025

- Exhibit A: Scope of Services
- Exhibit B: Proposal Pricing
- Exhibit C: Other Forms
- Exhibit D: Maintenance Map

EXHIBIT A

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counter clockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to

water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat raked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed

after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblane expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Osceola County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF MANATEE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February	A complete fertilizer based on soil tests + PreM
March	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
April	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
May	A complete fertilizer based on soil tests
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has

been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all the irrigation systems (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:

A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.

2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately **4,200** annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds

are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums

The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

EXHIBIT B**PROPOSAL PRICING**

**Center Lake Ranch CDD
(12 Oaks Blvd) 2025
Maintenance Contract**

Center Lake Ranch CDD - Maintenance

Included Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
General Maintenance Services			
General Mowing Services- Peak	31	\$660.42	\$20,473.02
General Mowing Services- OFF Peak	11	\$455.78	\$5,013.58
General Detailing Services- Peak	7	\$2,398.45	\$16,789.15
General Detailing Services- OFF Peak	5	\$1,681.72	\$8,408.60
Fertilization Program Turf	4	\$444.02	\$1,776.08
Fertilization Program Shrub	3	\$335.18	\$1,005.54
Insect and Disease Control- IPM	12	\$135.75	\$1,629.00
Irrigation Wet Checks	12	\$432.03	\$5,184.36
Juniper Sync		\$0.00	\$0.00
Juniper Mapping		\$0.00	\$0.00
Service Terms		\$0.00	\$0.00
Annual Maintenance Price			\$60,279.33

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mulch (828 Bales)	1	\$8,280.00	\$8,280.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
June	\$5,023.36	\$0.00	\$5,023.36
July	\$5,023.27	\$0.00	\$5,023.27
August	\$5,023.27	\$0.00	\$5,023.27
September	\$5,023.27	\$0.00	\$5,023.27
October	\$5,023.27	\$0.00	\$5,023.27
November	\$5,023.27	\$0.00	\$5,023.27
December	\$5,023.27	\$0.00	\$5,023.27
January	\$5,023.27	\$0.00	\$5,023.27
February	\$5,023.27	\$0.00	\$5,023.27
March	\$5,023.27	\$0.00	\$5,023.27
April	\$5,023.27	\$0.00	\$5,023.27
May	\$5,023.27	\$0.00	\$5,023.27
	\$60,279.33	\$0.00	\$60,279.33

**Center Lake Ranch CDD
(Center Lake Blvd) 2025
Maintenance Contract**

Center Lake Ranch CDD - Maintenance

Included Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
General Maintenance Services			
General Mowing Services- Peak	31	\$749.12	\$23,222.72
General Mowing Services- OFF Peak	11	\$535.95	\$5,895.45
General Detailing Services- Peak	7	\$2,885.65	\$20,199.55
General Detailing Services- OFF Peak	5	\$2,167.00	\$10,835.00
Fertilization Program Turf	4	\$320.48	\$1,281.92
Fertilization Program Shrub	3	\$776.93	\$2,330.79
Insect and Disease Control- IPM	12	\$176.23	\$2,114.76
Irrigation Wet Checks	12	\$583.33	\$6,999.96
Juniper Sync		\$0.00	\$0.00
Juniper Mapping		\$0.00	\$0.00
Service Terms		\$0.00	\$0.00
Annual Maintenance Price			\$72,880.15

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mulch (1692 Bales)	1	\$16,920.00	\$16,920.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
June	\$6,073.35	\$0.00	\$6,073.35
July	\$6,073.35	\$0.00	\$6,073.35
August	\$6,073.34	\$0.00	\$6,073.34
September	\$6,073.35	\$0.00	\$6,073.35
October	\$6,073.34	\$0.00	\$6,073.34
November	\$6,073.35	\$0.00	\$6,073.35
December	\$6,073.34	\$0.00	\$6,073.34
January	\$6,073.35	\$0.00	\$6,073.35
February	\$6,073.34	\$0.00	\$6,073.34
March	\$6,073.35	\$0.00	\$6,073.35
April	\$6,073.34	\$0.00	\$6,073.34
May	\$6,073.35	\$0.00	\$6,073.35
	\$72,880.15	\$0.00	\$72,880.15

**Center Lake Ranch CDD
(Retention Ponds) 2025
Maintenance Contract**

Center Lake Ranch CDD - Maintenance

Included Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
General Maintenance Services			
General Mowing Services- Peak	31	\$1,451.43	\$44,994.33
General Mowing Services- OFF Peak	11	\$1,076.60	\$11,842.60
General Detailing Services- Peak	7	\$179.65	\$1,257.55
General Detailing Services- OFF Peak	5	\$180.93	\$904.65
Fertilization Program Turf		\$0.00	\$0.00
Fertilization Program Shrub	3	\$91.18	\$273.54
Insect and Disease Control- IPM	12	\$15.23	\$182.76
Irrigation Wet Checks	12	\$145.83	\$1,749.96
Juniper Sync		\$0.00	\$0.00
Juniper Mapping		\$0.00	\$0.00
Service Terms		\$0.00	\$0.00
Annual Maintenance Price			\$61,205.39

Optional Services

Description of Services	Frequency	Cost per Occ.	Annual Cost
Mulch (198 Bales)	1	\$1,980.00	\$1,980.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
June	\$5,100.45	\$0.00	\$5,100.45
July	\$5,100.45	\$0.00	\$5,100.45
August	\$5,100.45	\$0.00	\$5,100.45
September	\$5,100.45	\$0.00	\$5,100.45
October	\$5,100.45	\$0.00	\$5,100.45
November	\$5,100.45	\$0.00	\$5,100.45
December	\$5,100.45	\$0.00	\$5,100.45
January	\$5,100.45	\$0.00	\$5,100.45
February	\$5,100.45	\$0.00	\$5,100.45
March	\$5,100.45	\$0.00	\$5,100.45
April	\$5,100.45	\$0.00	\$5,100.45
May	\$5,100.44	\$0.00	\$5,100.44
	\$61,205.39	\$0.00	\$61,205.39

EXHIBIT C

OTHER FORMS

DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____
(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)

EXHIBIT D

MAINTENANCE MAP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 9617 Gulf Research Lane Suite 202 Ft. Myers FL 33912		CONTACT NAME: Lorie Frost PHONE (A/C, No, Ext): (239) 274-1400 E-MAIL ADDRESS: Lorie.Frost@bbrown.com FAX (A/C, No): (239) 278-5306	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: General Security Indemnity Company of Arizona	
		INSURER B: Pennsylvania Manufacturers' Association Insurance	
		INSURER C: Great American Insurance Company	
		INSURER D: American Guarantee and Liability Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Juniper 24-25 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:			GSA4639112661-00	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1524751093921	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			TUE316176404	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	2024751093921A	07/01/2024	07/01/2025	☒ PER STATUTE ☐ OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Excess Liability			AEC666123200	07/01/2024	07/01/2025	Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"The Centerlake Ranch Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, and a 30 Day Notice of Cancellation applies in favor of the Additional Insureds."

CERTIFICATE HOLDER**CANCELLATION**

The Centerlake Ranch Community Development District P. O. Box 810036 Boca Raton FL 33481	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Juniper Landscaping of Florida, LLC
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Named insureds;
Juniper Group Acquisition LLC, Juniper Landscaping Holdings, LLC, Juniper Landscaping of Florida, LLC, Juniper of Bradenton, LLC, Coast to Coast Landscaping, LLC, Prestige Property Maintenance Inc., Juniper Landscape Services, LLC, Yohes Landscaping LLC, Shooter & Lindsey LLC, RIPS Professional Lawn Care, LLC, Elegant Landscape and Design, Inc., Davis Landscape, LTD., a Pennsylvania Corporation, Landscape Maintenance Professionals, LLC
Professional Liability Genimi Ins. Co. Policy # VPPL020198 1/1/25 - 1/1/26 Limit \$2,000,000
Policy # 01MRCM000078100 Munich Ins. Co. 7/1/24 - 7/1/25 Installation Floater \$250,000
Leased & Rented Equipment \$500,000
Pollution Liability - Capitol Specialty Ins. Co. 1/1/25 - 1/1/26 Policy # EV2018460707 Each Incident \$3,000,000 Aggregate \$3,000,000

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS C**

**AGREEMENT FOR
AQUATIC MAINTENANCE SERVICES**

THIS AGREEMENT ("Agreement") is made, and entered into, by and between:

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

LAKE PROS, LLC, a Florida limited liability company, with a mailing address of 3885 Shader Road, Orlando, Florida 32808 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains several stormwater management facilities located throughout the boundaries of the District ("**Facilities**"); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide aquatic maintenance services for the Facilities, as outlined in **Exhibit A ("Services")**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

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 parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Facilities are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

9. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws

or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

10. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

11. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

12. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

13. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing

contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

14. ATTORNEY'S FEES. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

16. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

17. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. 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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

18. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

19. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

20. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement 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 the County in which the District is located.

21. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly,

Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor 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 Contractor'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 Contractor, Contractor 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431; 561-571-0010 (PHONE); KANTARZHIA@WHHASSOCIATES.COM (EMAIL).

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

23. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

24. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between 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 Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

25. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 or law, and nothing in this 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.

26. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

27. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

28. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

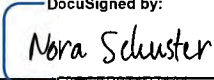
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

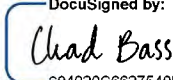
[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT

DocuSigned by:

By: Nora Schuster
Its: Chair
Date: 7/8/2025

LAKE PROS, LLC

DocuSigned by:

By: Chad Bass
Its: Partner
Date: 7/22/2025

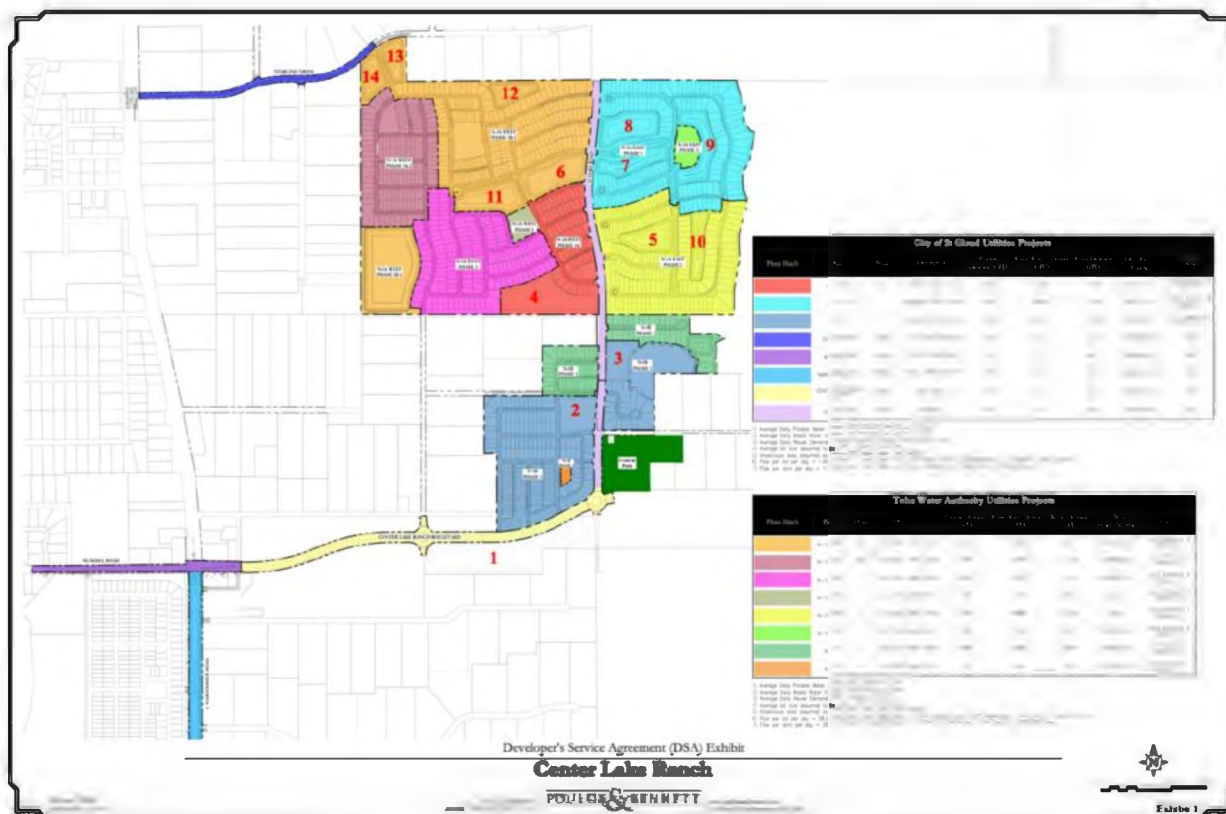
- Exhibit A: Proposal
- Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A:

***Maintenance Agreement—Lake Maintenance Service for thirteen (13) ponds.
(Map attached, service agreement is for pond numbers 2-14)***

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Underwater and Floating Vegetation Control
- Construction Debris and Trash Removal (Limited to what can be picked up by hand)
- Treatment and Inspection Reporting
- Stormwater Overflow Structure Inspections & Grate Cleaning

Monthly Lake Maintenance: \$1,685.00



**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS D**

This instrument was prepared by:

Center Lake Properties, LLLP
Attn: Matthew S. Smith
102 W. Pineloch Avenue, Suite 10
Orlando FL 32806
407-859-3550

TEMPORARY CONSTRUCTION EASEMENT (CENTRAL PARK)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made and entered into to be effective as of the Effective Date (as defined herein), and by and between **CENTER LAKE PROPERTIES, LLLP**, a Florida limited liability limited partnership, having an address of c/o Pineloch Management Corporation, 102 West Pineloch Avenue, Suite 10, Orlando, FL 32806 ("**Grantor**") and **CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 ("**District**") and **TAYLOR MORRISON OF FLORIDA INC.**, a Florida corporation ("**Taylor Morrison**"). District and Taylor Morrison are referred to herein as the Grantees.

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Easement Area**"); and

WHEREAS, Grantees have requested that the Grantor grant to Grantees a construction and maintenance easement over the Easement Area for the construction and installation of certain improvements to Hansom Road and construction of the Central Park as set forth in the plans titled Site Development Plans for Center Lake Ranch Central Park (City of St. Cloud Case #SDP23-00057 / Osceola County SDP23-0152)

stamped "Approved" by the City as of August 14, 2024 ("**Improvements**"), and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantees a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantees shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantees' use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area upon the first to occur of either: (1) date of the recording of a plat of such lands as residential lots, or (2) date of conveyance of such lands to the District or another governmental entity.

3. DAMAGE. If either Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantees, at Grantees' sole cost and expense, agree to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantees and/or any contractors performing work for Grantee on the Easement Area shall 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, in a combined-single limit of not less than \$1,000,000 with respect to bodily injury or death and property damage.

5. INDEMNITY.

(a) To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, District shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by District, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

(b) Taylor Morrison shall indemnify and hold harmless the Indemnitees from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Taylor Morrison, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. **DISTRICT SOVEREIGN IMMUNITY.** Grantor agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. **LIENS.** Grantees shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. **EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantees shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day-to-day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. **DEFAULT.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within

thirty (30) days and diligently proceeds to complete such cure. Any damages hereunder shall not exceed Fifty Thousand Dollars (\$50,000).

10. **ENFORCEMENT.** If the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any notice shall be deemed received only upon actual delivery to the address or telecopy number set forth herein. If mailed as provided above, notices shall be deemed delivered on the third business day unless received earlier. Notices hand 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 parties may deliver notice on behalf of the parties. 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, address or telecopy number to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** The Grantee may not assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the Grantor. Any purported assignment, transfer, or license by the Grantee absent the written consent of the Grantor shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Easement Agreement and all the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

21. **EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date it is executed by the last party to do so.

22. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT

By: Nora Schuster
Name: Nora Schuster
Address: 2600 Lake Lucien Dr, Ste 350
Maitland, FL 32751

By: S Kane
Name: SUSAN KANE
Title: CHAIRMAN

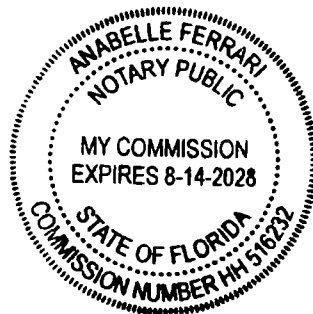
By: Chris Breen
Name: Chris Breen
Address: 2600 Lake Lucien Dr, Ste 350
Maitland, FL 32751

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of October, 2024, by Susan Kane of Center Lake Ranch CDD, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Anabelle Ferrari
NOTARY PUBLIC, STATE OF FLORIDA

Name: Anabelle Ferrari
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Witnesses:

TAYLOR MORRISON OF FLORIDA INC., a Florida corporation

Signature: *Chris Breen*
Print name: Chris Breen
Address: 2600 Lake Lucien Dr, Ste 350
Maitland, FL 32751

By: *[Signature]*
Print Name: Fred Miller
Title: Vice President

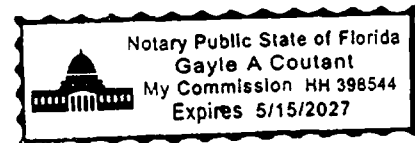
Signature: *Nora Schuster*
Print name: Nora Schuster
Address: 2600 Lake Lucien Dr, Ste 350
Maitland, FL 32751

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of OCTOBER, 2024, by FRED MILLER, as VICE PRESIDENT of **TAYLOR MORRISON OF FLORIDA INC.**, a Florida corporation, who is ☒ personally known to me or ☐ has produced N/A as identification.

Gayle A. Coutant
Signature of Notary Public
Print Name: GAYLE A. COUTANT
Commission Expires: 05/15/2027



GRANTOR:

CENTER LAKE PROPERTIES, LLLP,
a Florida limited liability limited partnership

Witnesses:

By: **Pineloch Management Corporation,** a Florida
corporation, as its General Partner

Signature: [Signature]
Print name: Julia C. Halligan
Address: 102 W. Pineloch Ave, Suite 10
Orlando FL 32806

By: [Signature]
Matthew S. Smith, as its Executive Vice
President

Signature: [Signature]
Print name: PATRICIA KIRBY
Address: 102 W. Pineloch Ave, Suite 10
Orlando FL 32806



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization, this 25th day of October, 2024, by Matthew S. Smith, as Executive Vice President of Pineloch Management Corporation, a Florida corporation, the General Partner of CENTER LAKE PROPERTIES, LLLP, a Florida limited liability limited partnership, who is [XX] personally known to me or [] has produced _____ as identification.

[Signature]
Signature of Notary Public
Print Name: PATRICIA YVONNE KIRBY
Commission Expires: 2-27-2026

EXHIBIT A

Legal Description of the Easement Area

PARCEL A

A PARCEL OF LAND BEING A PORTION OF LOTS 22 THROUGH 26, W.S. ALYEA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 51 AND PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA; THENCE N00°23'39"W, ALONG THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 33, A DISTANCE OF 694.42 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°36'21"E, A DISTANCE OF 74.00 FEET TO THE POINT OF BEGINNING; THENCE N00°23'39"W, A DISTANCE OF 339.92 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 5,956.00 FEET AND A CENTRAL ANGLE OF 02°12'41"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 229.88 FEET (CHORD BEARING = N00°42'41"E, CHORD = 229.87 FEET) TO A POINT OF COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°13'38"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 38.50 FEET, (CHORD BEARING= N45°55'51"E, CHORD =34.80 FEET) TO A POINT OF TANGENCY; THENCE S89°57'20"E, A DISTANCE OF 49.98 FEET; THENCE S00°02'40"W, A DISTANCE OF 80.00 FEET; THENCE S89°57'20"E, A DISTANCE OF 60.00 FEET; THENCE N00°02'40"E, A DISTANCE OF 80.00 FEET; THENCE S89°57'20"E, A DISTANCE OF 785.84 FEET; THENCE S00°20'50"E, A DISTANCE OF 319.13 FEET; THENCE N89°53'37"W, A DISTANCE OF 102.63 FEET; THENCE N90°00'00"W, A DISTANCE OF 358.01 FEET; THENCE S00°20'50"E, A DISTANCE OF 304.17 FEET; THENCE N89°57'17"W, A DISTANCE OF 51.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,584.00 FEET AND A CENTRAL ANGLE OF 14°07'49"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 390.65 FEET (CHORD BEARING = S82°58'48"W, CHORD = 389.66 FEET) TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 56.08 FEET AND A CENTRAL ANGLE OF 23°19'16"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.83 FEET (CHORD BEARING = N43°04'42"W, CHORD = 22.67 FEET) TO A POINT OF COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 42.26 FEET AND A CENTRAL ANGLE OF 07°12'39"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 5.32 FEET, (CHORD BEARING= N27°48'45"W, CHORD =5.31 FEET) TO A POINT OF COMPOUND CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 23°48'46"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 37.41 FEET, (CHORD BEARING= N12°18'02"W, CHORD =37.14 FEET) TO A POINT OF TANGENCY; THENCE N00°23'39"W, A DISTANCE OF 19.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.06 ACRES, MORE OR LESS.

PARCEL A-1

AN ACCESS EASEMENT OVER THAT PORTION OF THE FOLLOWING LAND OWNED BY CENTER LAKE PROPERTIES, LLLP ON THE DATE THIS DOCUMENT IS EXECUTED:

THE 80 FEET IMMEDIATELY SOUTH OF THE WEST 375 FEET OF THE SOUTHERN-MOST BOUNDARY OF PARCEL A.

PARCEL C

A PARCEL OF LAND BEING A PORTION OF LOTS 22 AND 23, W.S. ALYEA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 51 AND PLAT BOOK 1, PAGE 69 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 33, TOWNSHIP 25 SOUTH, RANGE 31 EAST, OSCEOLA COUNTY, FLORIDA; THENCE N00°23'39"W, ALONG THE WEST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 33, A DISTANCE OF 1288.19 FEET; THENCE N89°36'21E, A DISTANCE OF 103.61 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF HANSOM ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6586, PAGES 1921 THROUGH 1925 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY; THENCE S89°57'20"E, ALONG SAID RIGHT OF WAY, A DISTANCE OF 571.96 FEET TO THE POINT OF BEGINNING; THENCE N00°02'40"E, A DISTANCE OF 24.00 FEET; THENCE S89°57'20"E, A DISTANCE OF 323.70 FEET; THENCE S00°20'50"E, A DISTANCE OF 24.00 FEET; THENCE N89°57'20"W, A DISTANCE OF 323.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,771 SQUARE FEET, OR 0.18 ACRES, MORE OR LESS.

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS E**

This instrument was prepared by:
Jere Earlywine, Esq.
KUTAK ROCK LLP
107 W. College Ave.
Tallahassee, Florida 32301

(This space reserved for Clerk)

TEMPORARY CONSTRUCTION EASEMENT (PONDS)

THIS TEMPORARY CONSTRUCTION EASEMENT ("Agreement") is made and entered into to be effective the 24 day of February, 2024, and by and between:

CENTER LAKE PROPERTIES, LLLP, a Florida limited liability limited partnership, having an address of c/o Pineloch Management Corporation, 102 West Pineloch. Avenue, Orlando, FL 32806 ("**Grantor**"); and

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County, Florida, and whose address is c/o Wrathell, Hunt & Associates, LLC 2300 Glades Road, suite 410W, Boca Raton, Florida 33431 ("**District**", or "**Grantee**," and together with the Grantor, "**Parties**");

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Osceola County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Easement Area**"); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements ("**Improvements**") set forth in the Grantee's improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

4875-0858-7413.1

2. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area upon the date of conveyance of such lands to the District.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area 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, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. SOVEREIGN IMMUNITY. Grantee agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Easement Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. **DEFAULT.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure. Any damages hereunder shall not exceed Fifty Thousand Dollars (\$50,000).

10. **ENFORCEMENT.** In the event that the Grantor or Grantee seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand 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 parties may deliver Notice on behalf of the parties. 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, address or telecopy

number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

12. **THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Grantor shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. **ASSIGNMENT.** The Grantee may not assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the Grantor. Any purported assignment, transfer, or license by the Grantee absent the written consent of the Grantor shall be void and unenforceable.

14. **CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Osceola County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

15. **PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

17. **BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

18. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Grantor and Grantee.

20. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

21. **EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.

22. **COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

CENTER LAKE RANCH WEST COMMUNITY
DEVELOPMENT DISTRICT

By: Angela Cochran
Name: Angela Cochran
Address: 2600 Lake Lucien Dr.
Ste 350, Maitland FL 32751

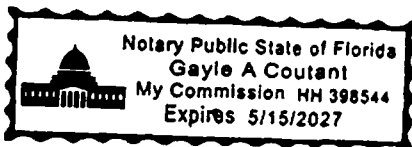
By: Susan Kane
Name: SUSAN KANE
Title: CHAIRMAN

By: Latoya Bryant
Name: Latoya Bryant
Address: 2600 Lake Lucien Dr.
Ste. 350 Maitland FL 32751

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ~~physical presence or online notarization~~, this 24th day of FEBRUARY 2024, by SUSAN KANE, as CHAIRMAN of CENTER LAKE RANCH WEST CDD, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

(NOTARY SEAL)



Gayle A. Coutant
NOTARY PUBLIC, STATE OF FLORIDA

Name: GAYLE A. COUTANT
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

WHEREFORE, the part(ies) below execute this Easement Agreement.

WITNESS

Center Lake Properties, LLLP, a Florida limited liability
limited partnership

By: [Signature]
Name: Matthew S. Smith
Address: 102 W Pineloch Ave, Ste 10
Orlando FL 32806

By: **Pineloch Management Corporation**, a Florida
corporation, as its General Partner

By: [Signature]
Name: CARLA S. AUSERMAN
Address: 102 W PINELoch Ave #10
ORLANDO FL 32806

By: [Signature]
James E. Frye, as its President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December 2023, by JAMES E. FRYE of PINELOCH MANAGEMENT CORPORATION, as General Partner of CENTER LAKE PROPERTIES, LLLP, who appeared before me this day in person, and who is either personally known to me, or produced N/A as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: CARLA S. AUSERMAN
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

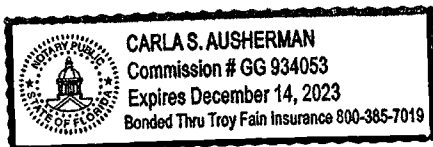


EXHIBIT A

4875-0858-7413.1

SKETCH OF DESCRIPTION CENTER LAKE RANCH BOULEVARD DRAINAGE EASEMENT 6

LEGAL DESCRIPTION:

A portion of Lots 8, 19, 23 and un-numbered lot, FLORIDA AGRICULTURAL COMPANY SUBDIVISION, as recorded in Plat Book A, Page 29 of the Public Records of Osceola County, Florida, and a portion of Ralph Miller Road, lying in Section 32, Township 25 South, Range 31 East, Osceola County, Florida, and a portion of Lot 25 and un-named platted Right of Way, W.S. ALYEA'S SUBDIVISIONS, as recorded in Plat Book A, Page 51 and in Plat Book 1, Page 69 of the Public Records of Osceola County, Florida, and a portion of the Southwest 1/4 of Section 33, Township 25 South, Range 31 East, Osceola County, Florida being described as follows:

BEGIN at the East 1/4 corner of Section 32, Township 25 South, Range 31 East, Osceola County, Florida; thence run N00°23'39"W, along the East line of the Northeast 1/4 of said Section 32, a distance of 99.41 feet; thence run S77°34'10"E, a distance of 46.32 feet; thence run S00°23'39"E, a distance of 363.04 feet; thence run S85°34'35"E, a distance of 50.18 feet; thence run N00°23'39"W, a distance of 396.89 feet; thence run N77°34'10"W, a distance of 97.60 feet; thence run N00°23'39"W, along said East line of the Northeast 1/4, a distance of 249.01 feet; thence run S89°36'21"W, a distance of 20.87 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 95.00 feet and a Central Angle of 21°03'01"; thence run Northerly along the arc of said curve, a distance of 34.90 feet (Chord Bearing = N19°34'19"W, Chord = 34.71 feet) to a Point of Compound Curve, concave to the South, having a Radius of 32.00 feet and a Central Angle of 82°12'41"; thence run Westerly along the arc of said curve, a distance of 45.92 feet (Chord Bearing = N71°12'10"W, Chord = 42.08 feet) to a Point of Compound Curve, concave to the Southeast, having a Radius of 1,464.00 feet and a Central Angle of 05°52'09"; thence run Southwesterly along the arc of said curve, a distance of 149.97 feet (Chord Bearing = S64°45'25"W, Chord = 149.90 feet) to the Point of Tangency; thence run S61°49'20"W, a distance of 235.58 feet to the Point of Curvature of a curve concave to the North, having a Radius of 1,592.00 feet and a Central Angle of 28°04'37"; thence run Westerly along the arc of said curve, a distance of 780.14 feet (Chord Bearing = S75°51'39"W, Chord = 772.36 feet) to the Point of Tangency; thence run S89°53'58"W, a distance of 640.04 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 122.00 feet and a Central Angle of 89°51'10"; thence run Southwesterly along the arc of said curve, a distance of 191.32 feet (Chord Bearing = S44°58'23"W, Chord = 172.31 feet) to the Point of Tangency; thence run S00°01'41"W, a distance of 159.45 feet; thence run N89°57'29"E, a distance of 79.82 feet; thence run S00°02'31"E, a distance of 80.00 feet; thence run N89°57'29"E, a distance of 1,241.04 feet; thence run N00°02'56"E, a distance of 289.79 feet; thence run N89°59'59"E, a distance of 607.94 feet to the POINT OF BEGINNING.

Containing 700,932 square feet or 16.09 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
P.O.C	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING
O.R.B.	OFFICIAL RECORDS BOOK
P.C	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVE
P.C.C	POINT OF COMPOUND CURVE
NT	NON-TANGENT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: TAYLOR MORRISON

SEE SHEETS 2 AND 3 OF 4 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 OF 4 FOR CURVE TABLE

DATE OF SKETCH	1/26/2023	REVISIONS
SCALE	1" = 200'	
F.B.	PAGE	
SECTION	32 & 33	
TWP.	25 S., RNG. 31 E.	
JOB NO.	20-119B	SHEET 1 OF 4

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

R.D.B.

1/30/2023

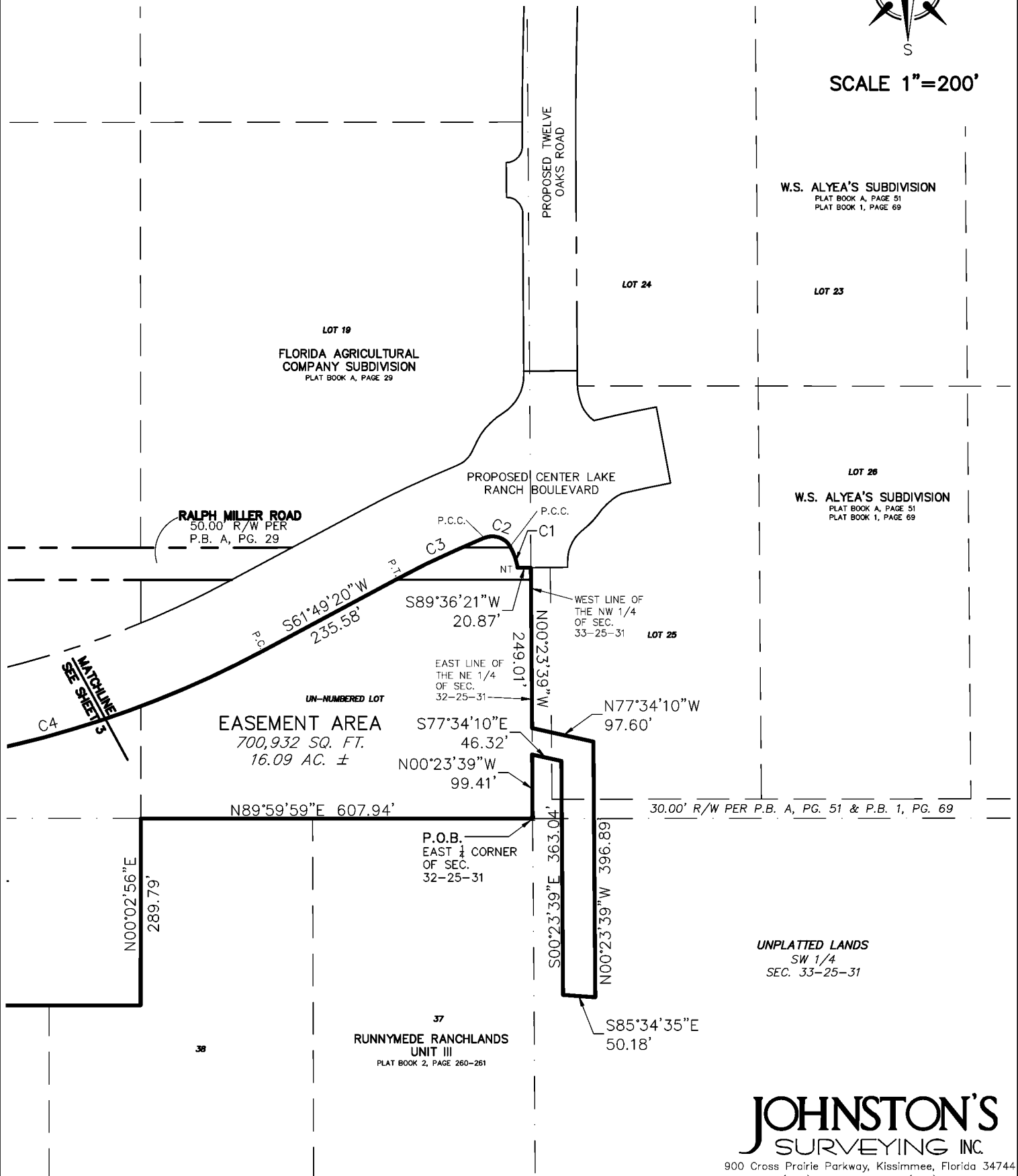
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION CENTER LAKE RANCH BOULEVARD DRAINAGE EASEMENT 6



SCALE 1"=200'



SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR CURVE TABLE

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

SHEET 2 OF 4

SKETCH OF DESCRIPTION CENTER LAKE RANCH BOULEVARD DRAINAGE EASEMENT 6



SCALE 1"=200'

LOT 21

LOT 20

FLORIDA AGRICULTURAL
COMPANY SUBDIVISION
PLAT BOOK A, PAGE 29

HACKNEY ROAD

RALPH MILLER ROAD

50.00' R/W PER P.B. A, PG. 29

LOT 6

LOT 8

LOT 23

PROPOSED CENTER LAKE
RANCH BOULEVARD

MATCHLINE
SEE SHEET 2

S89°53'58"W 640.04'

LOT 23

SOUTH LINE OF THE NE 1/4 OF SEC. 32-25-31
NORTH LINE OF THE SE 1/4 OF SEC. 32-25-31

LOT 7

LOT 8

FLORIDA AGRICULTURAL
COMPANY SUBDIVISION
PLAT BOOK A, PAGE 29

S00°01'41"W
159.45'

N89°57'29"E
79.82'

S00°02'31"E
80.00'

EASEMENT AREA
700,932 SQ. FT.
16.09 AC. ±

N00°02'56"E
289.79'

N89°57'29"E 1241.04'

39

RUNNYMEDE RANCHLANDS
UNIT III
PLAT BOOK 2, PAGE 260-261

24

40

HARKLEY RUNYAN ROAD

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEET 4 OF 4 FOR LINE & CURVE TABLES

SHEET 3 OF 4

*SKETCH OF DESCRIPTION
CENTER LAKE RANCH BOULEVARD
DRAINAGE EASEMENT 6*

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	95.00'	21°03'01"	34.90'	N19°34'19"W	34.71'
C2	32.00'	82°12'41"	45.92'	N71°12'10"W	42.08'
C3	1464.00'	5°52'09"	149.97'	S64°45'25"W	149.90'
C4	1592.00'	28°04'37"	780.14'	S75°51'39"W	772.36'
C5	122.00'	89°51'10"	191.32'	S44°58'23"W	172.31'

SEE SHEET 1 OF 4 FOR LEGAL DESCRIPTION
SEE SHEETS 2 AND 3 OF 4 FOR SKETCH

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

SHEET 4 OF 4

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Lots 22 through 26, W.S. ALYEA'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book A, Page 51 and Plat Book 1, Page 69 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the East $\frac{1}{4}$ corner of Section 32, Township 25 South, Range 31 East, Osceola County, Florida; thence N00°23'39"W, along the East line of the Northeast $\frac{1}{4}$ of said Section 32, a distance of 694.42 feet; thence departing said East line, run N89°36'21"E, a distance of 74.00 feet to the Point of Beginning; thence N00°23'39"W, a distance of 339.92 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 5,956.00 feet and a Central Angle of 02°12'41"; thence run Northerly along the Arc of said curve, a distance of 229.88 feet (Chord Bearing = N00°42'41"E, Chord = 229.87 feet) to a Point of Compound Curve, Concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 88°13'38"; thence Northeasterly along the arc, a distance of 38.50 feet, (Chord Bearing = N45°55'51"E, Chord = 34.80 feet) to a point of Tangency; thence S89°57'20"E, a distance of 49.98 feet; thence S00°02'40"W, a distance of 80.00 feet; thence S89°57'20"E, a distance of 60.00 feet; thence N00°02'40"E, a distance of 80.00 feet; thence S89°57'20"E, a distance of 785.84 feet; thence S00°20'50"E, a distance of 319.13 feet; thence N89°53'37"W, a distance of 102.63 feet; thence N90°00'00"W, a distance of 358.01 feet; thence S00°20'50"E, a distance of 304.17 feet; thence N89°57'17"W, a distance of 51.74 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 1,584.00 feet and a Central Angle of 14°07'49"; thence run Westerly along the Arc of said curve, a distance of 390.65 feet (Chord Bearing = S82°58'48"W, Chord = 389.66 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 56.08 feet and a Central Angle of 23°19'16"; thence run Northwesterly along the arc of said curve, a distance of 22.83 feet (Chord Bearing = N43°04'42"W, Chord = 22.67 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 42.26 feet and a Central Angle of 07°12'39"; thence Northwesterly along the arc, a distance of 5.32 feet, (Chord Bearing = N27°48'45"W, Chord = 5.31 feet) to a Point of Compound Curve, Concave to the East, having a Radius of 90.00 feet and a Central Angle of 23°48'46"; thence Northerly along the arc, a distance of 37.41 feet, (Chord Bearing = N12°18'02"W, Chord = 37.14 feet) to a point of Tangency; thence N00°23'39"W, a distance of 19.87 feet to the Point of Beginning.

Containing 10.06 acres, more or less.

ABBREVIATIONS/LEGEND

SEC.	SECTION	PT	POINT OF TANGENCY
TWP.	TOWNSHIP	PC	POINT OF CURVE
RNG.	RANGE	PCC	POINT OF COMPOUND CURVE
S.	SOUTH	NT	NON TANGENT
E.	EAST	NO./#	NUMBER
CHD.	CHORD DISTANCE	P.S.M.	PROFESSIONAL SURVEYOR
●	DESCRIPTIVE POINT		AND MAPPER

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: TAYLOR MORRISON

DATE OF SKETCH	10/3/2023	REVISIONS
SCALE	1" = 100'	
F.B.	PAGE	
SECTION	32	
TWP.	25 S., RNG. 31 E.	
JOB NO.	20-119B	SHEET 1 OF 4

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

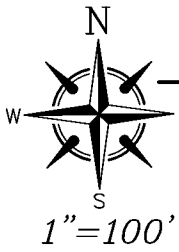
R.D.B.

10/4/2023

RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION



SEE SHEET 3

LOT 24

LOT 23

S00°20'50"E 304.17'

POINT OF BEGINNING

83.00'

L1

L7

PT

PCC

PCC

C5

C4

NT

C3

PC L6

TWELVE OAKS ROAD

N00°23'39"W 694.42'

EAST LINE OF THE NE 1/4 OF SEC. 32-25-31

LOT 25

LOT 26

W.S. ALYEAS
PLAT BOOK A, PAGE 51

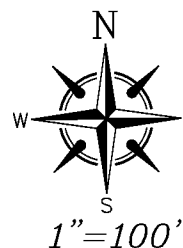
POINT OF COMMENCEMENT

EAST 1/4 CORNER OF
SEC. 32-25-31

30' PLATTED RIGHT OF WAY

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
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SHEET 2 OF 4



JOHNSTON'S SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

LINE & CURVE TABLES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°36'21"E	74.00'
L2	S89°57'20"E	49.98'
L3	S00°02'40"W	80.00'
L4	S89°57'20"E	60.00'
L5	N00°02'40"E	80.00'
L6	N89°57'17"W	51.74'
L7	N00°23'39"W	19.87'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	5956.00'	2°12'41"	229.88'	N00°42'41"E	229.87'
C2	25.00'	88°13'38"	38.50'	N45°55'51"E	34.80'
C3	1584.00'	14°07'49"	390.65'	S82°58'48"W	389.66'
C4	56.08'	23°19'16"	22.83'	N43°04'42"W	22.67'
C5	42.26'	7°12'39"	5.32'	N27°48'45"W	5.31'
C6	90.00'	23°48'46"	37.41'	N12°18'02"W	37.14'

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 4 OF 4

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2025**

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 483,112	\$ -	\$ -	\$ 483,112
Investments				
Revenue	-	265,618	-	265,618
Reserve	-	501,632	-	501,632
Prepayment	-	3,636	-	3,636
Capitalized interest	-	24	-	24
Construction	-	-	1,601	1,601
Total assets	<u>\$ 483,112</u>	<u>\$ 770,910</u>	<u>\$ 1,601</u>	<u>\$ 1,255,623</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Landowner advance	\$ 6,000	\$ -	\$ -	\$ 6,000
Total liabilities	<u>6,000</u>	<u>-</u>	<u>-</u>	<u>6,000</u>
DEFERRED INFLOWS OF RESOURCES				
Unearned revenue	-	208,121	-	208,121
Total deferred inflows of resources	<u>-</u>	<u>208,121</u>	<u>-</u>	<u>208,121</u>
Fund balances:				
Restricted for:				
Debt service	-	562,789	-	562,789
Capital projects	-	-	1,601	1,601
Unassigned	477,112	-	-	477,112
Total fund balances	<u>477,112</u>	<u>562,789</u>	<u>1,601</u>	<u>1,041,502</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 483,112</u>	<u>\$ 770,910</u>	<u>\$ 1,601</u>	<u>\$ 1,255,623</u>

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 52,850	\$ 52,785	100%
Assessment levy: off-roll	-	486,711	486,711	100%
Landowner contribution	-	-	210,000	0%
Total revenues	-	539,561	749,496	72%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	36,000	48,000	75%
Legal	1,117	6,900	25,000	28%
Engineering	-	-	3,000	0%
Audit	-	-	4,500	0%
Arbitrage rebate calculation*	-	-	1,000	0%
Dissemination agent*	83	750	2,000	38%
Trustee*	-	4,246	11,000	39%
Telephone	17	150	200	75%
Postage	-	79	500	16%
Printing & binding	42	375	500	75%
Legal advertising	249	516	6,500	8%
Annual special district fee	-	175	175	100%
Insurance	-	8,476	5,500	154%
Contingencies/bank charges	90	1,109	500	222%
Meeting room	-	-	1,400	0%
Debt service fund accounting	-	-	5,500	0%
EMMA Software Services	-	1,500	3,000	50%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Property appraiser	-	268	-	N/A
Tax collector	-	1,056	1,100	96%
Total professional & administrative	5,598	61,600	120,290	51%

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field Operations				
Field operations manager	-	-	15,000	0%
Field operations accounting	-	-	6,000	0%
Landscape maintenance	-	-	421,000	0%
Irrigation maintenance/repair	-	-	10,000	0%
Plants, shrubs, & mulch	-	-	20,000	0%
Annuals	-	-	18,000	0%
Tree trimming	-	-	6,000	0%
Irrigation pump maintenance	-	-	6,000	0%
Pond maintenance	-	-	7,200	0%
Backflow prevention test	-	-	500	0%
Property insurance	-	-	5,000	0%
Community park:				
Park landscape maintenance	-	-	20,000	0%
Park porter services	-	-	12,000	0%
Dog waste stations	-	-	3,000	0%
Signage maintenance	-	-	2,500	0%
Pressure washing	-	-	3,000	0%
Holiday decorations	-	-	3,000	0%
Fence/wall repair	-	-	1,000	0%
OUC lighting agreement	-	-	40,000	0%
Contingencies	-	-	10,000	0%
Electric:				
Irrigation	-	-	6,000	0%
Street lights	-	-	5,000	0%
Entrance signs	-	-	1,800	0%
Community park	-	-	7,200	0%
Total field operations	-	-	629,200	0%
Total expenditures	<u>5,598</u>	<u>61,600</u>	<u>749,490</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(5,598)	477,961	6	
Fund balances - beginning	<u>482,710</u>	<u>(849)</u>	<u>-</u>	
Fund balances - ending	<u>\$ 477,112</u>	<u>\$ 477,112</u>	<u>\$ 6</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 97,506	\$ 97,403	100%
Assessment levy: off-roll	-	538,782	897,970	60%
Interest	2,556	23,439	-	N/A
Total revenues	<u>2,556</u>	<u>659,727</u>	<u>995,373</u>	66%
EXPENDITURES				
Debt service				
Principal	-	190,000	185,000	103%
Principal prepayment	-	20,000	-	N/A
Interest	-	811,469	811,763	100%
Tax collector	-	1,948	2,029	96%
Total expenditures	<u>-</u>	<u>1,023,417</u>	<u>998,792</u>	102%
Excess/(deficiency) of revenues over/(under) expenditures	2,556	(363,690)	(3,419)	
Fund balances - beginning	<u>560,233</u>	<u>926,479</u>	<u>908,577</u>	
Fund balances - ending	<u><u>\$ 562,789</u></u>	<u><u>\$ 562,789</u></u>	<u><u>\$ 905,158</u></u>	

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JUNE 30, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5	\$ 49
Total revenues	<u>5</u>	<u>49</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	5	49
Fund balances - beginning	1,596	1,552
Fund balances - ending	<u><u>\$ 1,601</u></u>	<u><u>\$ 1,601</u></u>

**CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Center Lake Ranch West Community Development District held a Regular Meeting on June 11, 2025 at 1:30 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present:

Susan Kane	Chair
Nora Schuster	Vice Chair
Diana Cabrera	Assistant Secretary
Andrea Fidler	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Antonio Shaw	Wrathell, Hunt and Associates LLC (WHA)
Jere Earlywine (via telephone)	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 1:33 p.m. Supervisors Kane, Schuster, Cabrera and Fidler were present. Supervisor-Elect Reynolds was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Elected Supervisor, Robert Reynolds [Seat 3] (the following to be provided under separate cover)

This item was deferred.

A. Required Ethics Training and Disclosure Filing

- **Sample Form 1 2023/Instructions**

B. Membership, Obligations and Responsibilities

C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees

D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

FOURTH ORDER OF BUSINESS

Ratification of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

This item was deferred.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-03 Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2025-03. He reviewed the proposed Fiscal Year 2026 budget, highlighting any increases, decreases and adjustments, compared to the Fiscal Year 2025 budget, and explained the reasons for any adjustments.

Mr. Kantarzhi stated that the on-roll and off-roll assessment revenue amounts will be updated before the next meeting, as the assessment rolls from the County are still being updated. The Board Members will receive updates to the budget weeks in advance of the next meeting. Additional revisions will be made to the proposed budget, and the "Contingencies" line item will be utilized to account for those revisions. At least two months' working capital will be budgeted. Operation & Maintenance (O&M) assessments will not increase compared to Fiscal Year 2025, it is not necessary to send Mailed Notices. The "Definitions of General Fund Expenditures" page will be updated to include information from vendors and contracts and pages will be added for the Debt Service Fund Budget Series 2023 and the Amortization Schedule.

On MOTION by Ms. Cabrera and seconded by Ms. Schuster, with all in favor, Resolution 2025-03 Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 13, 2025 at 1:30 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746; Addressing

Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

Discussion ensued regarding coordinating the CDD's meetings to occur on the same days as the Westview CDD, Langley South CDD and EA McKinnon Groves CDD meetings.

Mr. Kantarzhi will confer with Staff in advance of the next meeting.

This item was deferred.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date

On MOTION by Ms. Schuster and seconded by Ms. Fidler, with all in favor, Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Proposals for Landscape Maintenance Agreement

Mr. Kantarzhi presented the following Juniper proposals:

➤ Retention Ponds 2025 Maintenance Contract: \$61,205.39 annual maintenance. Optional Service 198 Bales of Mulch: \$1,980 annual/per occurrence.

➤ 12 Oaks Boulevard 2025 Maintenance Contract: \$60,279.33 annual maintenance. Optional Service 828 Bales of Mulch: \$8,280 annual/per occurrence.

➤ Center Lake Ranch Park and Pond Maintenance Addendum to current Maintenance Agreement: \$12,216 annually, beginning July 1, 2025.

➤ Center Lake Boulevard 2025 Maintenance Contract: \$72,880.15 annual maintenance. Optional Service 1,692 Bales of Mulch: \$16,920 annual/per occurrence.

Discussion ensued regarding the benefits and economies of scale utilizing one landscaper in Esplanade, the scope of work, remaining warranty and scheduling.

Mr. Kantarzhi stated that a map numbering the ponds is needed. Mr. Shaw will walk specified areas with Juniper in advance of turning the landscaping over to the CDD.

Discussion ensued regarding the need for the Engineer of Record to explain or review irrigation plans, coordinating with inside irrigation staff, the directive not to replace any native plants with non-native plants, the CDD's efforts to get certified, etc.

Mr. Shaw stated that Staff is verifying the number of ponds; it is a low number. Mr. Shaw and Mr. Kantarzhi will engage a pond contractor and present a contract for ratification at the next meeting.

On MOTION by Ms. Cabrera and seconded by Ms. Schuster, with all in favor, the Juniper Landscape proposals, as presented, and authorizing District Counsel to prepare the Agreements, were approved.

Staff will obtain W9s and Certificates of Insurance (COI) and will circulate the fully executed Agreements prepared by District Counsel.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2025

On MOTION by Ms. Cabrera and seconded by Ms. Kane, with all in favor, the Unaudited Financial Statements as of April 30, 2025, were accepted.

TENTH ORDER OF BUSINESS

Approval of March 12, 2025, Regular Meeting Minutes

On MOTION by Ms. Kane and seconded by Ms. Cabrera, with all in favor, the March 12, 2025, Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock, LLP

Mr. Earlywine recalled that Ms. Ligas circulated Due Diligence notebooks and asked if there are updates regarding new turnovers. Mr. Kantarzhi stated Ms. Schuster indicated that discussions will be held between meetings; monuments will also be discussed.

B. District Engineer: Poulos & Bennett, LLC

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

Mr. Kantarzhi asked if the Board is ready to contract with the HOA or a Management Company for Operations Services and noted that Mr. Shaw will assist with the transition. The consensus was that the new Vice President of Land would like the CDD to do cost sharing with one representative; the preference is to wait until turnover.

- **NEXT MEETING DATE: July 9, 2025 at 1:30 PM**

- **QUORUM CHECK**

The July 9, 2025 meeting will likely be cancelled. The next meeting will most likely be held in August.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

Discussion ensued regarding administering the Oath of Office to Mr. Reynolds before the next meeting.

A Board Member asked for the status of the Orlando Utilities Commission (OUC) Agreement for street lighting. Mr. Kantarzhi stated that Ms. Ligas has been following up persistently. It was noted that residents are living in the area. Mr. Earlywine will contact Mr. Josh McDonald and Ms. Renee Baxter regarding the matter. Mr. Kantarzhi stated that the OUC advised in writing that indemnification for the lights will not be required.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Cabrera and seconded by Ms. Fidler, with all in favor, the meeting adjourned at 1:59 p.m.

184
185
186
187
188
189

Secretary/Assistant Secretary

Chair/Vice Chair

CENTER LAKE RANCH WEST
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 21, 2025

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road
Suite 410W
Boca Raton, FL 33431

RE: Center Lake Ranch West Community Development District – Registered Voters

Dear Ms. Gillyard:

Thank you for your letter requesting confirmation of the number of registered voters within the Center Lake Ranch West Community Development District as of April 15, 2025.

The number of registered voters within the Center Lake Ranch West CDD is five as of April 15, 2025.

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

Respectfully yours,

A handwritten signature in blue ink that reads "M. J. Arrington".

Mary Jane Arrington
Supervisor of Elections

Vote
Osceola

CENTER LAKE RANCH WEST COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Hampton Inn & Suites Orlando South Lake Buena Vista</i> <i>4971 Calypso Cay Way, Kissimmee, Florida 34746</i> <i>¹Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED	Regular Meeting	1:30 PM
November 5, 2024 ¹	Landowners' Meeting	1:00 PM
November 13, 2024 CANCELED	Regular Meeting	1:30 PM
December 11, 2024 CANCELED	Regular Meeting	1:30 PM
January 8, 2025 CANCELED	Regular Meeting	1:30 PM
February 12, 2025 CANCELED	Regular Meeting	1:30 PM
March 12, 2025	Regular Meeting	1:30 PM
April 9, 2025 CANCELED	Regular Meeting	1:30 PM
May 14, 2025 CANCELED	Regular Meeting	1:30 PM
June 11, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	1:30 PM
July 9, 2025 CANCELED	Regular Meeting	1:30 PM
August 13, 2025	Public Hearing and Regular Meeting <i>Adoption of FY2026 Budget</i>	1:30 PM
September 10, 2025	Regular Meeting	1:30 PM