

Midtown Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Midtown Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, June 21, 2022, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the May 17, 2022, Board of Supervisors' Meeting**

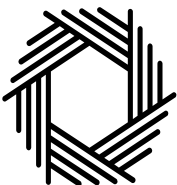
Business Matters

2. **Review and Acceptance of Fiscal Year 2021 Audit *(provided under separate cover)***
3. **Consideration of OUC Revision Streetlight Agreement for Centerline Segment F *(provided under separate cover)***
4. **Consideration of OUC Streetlight Agreement Transfers**
 - a. Centerline
 - b. Landon House
 - c. Laureate Blvd at Unit 1C
 - d. Nemours Parkway Phase 7
 - e. Pixon
 - f. Tavistock Lakes Blvd Cobra
5. **Ratification of Payment Authorization Nos. 037 – 039**
6. **Ratification of Funding Request Nos. 029**
7. **Recommendation of Work Authorization/Proposed Services *(if applicable)***
8. **Review of District's Financials**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



pfm

Midtown Improvement District

**Minutes of the May 17, 2022,
Board of Supervisors' Meeting**

**MIDTOWN IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

The Board of Supervisors' Meeting for the Midtown Improvement District was called to order on Tuesday, May 17, 2022, at 3:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827.

Present:

Brent Schademan	Assistant Secretary
Julie Salvo	Assistant Secretary
Rob Adams	Vice Chairman
Damon Ventura	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Tucker Mackie	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	
Scott Thacker	District Landscape Supervisor	
Matt McDermott	Construction Committee Member	
Amanda Lane	PFM	(via phone)
Aaron Wilbanks	Berman	

FIRST ORDER OF BUSINESS

Roll Call

Ms. Walden called the meeting to order at 3:30 pm and roll call was taken.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden called for public comments. There were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
April 19, 2022, Board of
Supervisors Meeting**

The Board reviewed the minutes of the April 19, 2022, Board of Supervisors Meeting.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the minutes of the April 19, 2022, Board of Supervisors Meeting.

FOURTH ORDER OF BUSINESS

**Letter from Supervisor of Elections
– Orange County**

Ms. Walden reviewed the Letter from the Supervisor of Elections of Orange County and stated for the record

that as of April 15, 2022, the District has 324 registered voters. Ms. Walden noted that one part of the two triggers to switch the seats to general election has been met. The one met being is that there are over 250 voters and the one remaining being that the District must exist for six years.

FIFTH ORDER OF BUSINESS

Consideration of Agreement for Underground Locates for Centerline Drive Segment E with Blood Hound, Inc.

Ms. Walden noted that there is no agreement included as District staff is seeking approval for the proposal and to authorize the Chairman to execute the standard District Agreement.

Mr. Newton explained that this is a companion to the McIntosh Work Authorization that was approved at the previous meeting related to Centerline Drive Segment E for OUC electric conduit work. Two prices were offered – one from Central Florida Locating, who the District normally uses, and one from Blood Hound Inc. The Blood Hound proposal is being presented as Central Florida Locating was roughly triple their cost.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Proposal for Underground Locates for Centerline Drive Segment E with Blood Hound, Inc. in the amount of \$1,600 subject to preparation of the standard District Agreement and authorizing the Chairman to execute the Agreement.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date

Ms. Walden noted that the budgets are listed as an exhibit to the Resolution. She suggested that the O&M Budget be approved with expenses of \$499,522.46. She noted that some line items increased and that line items can still be modified before the final budget, as this item is to set the overall budget. Since this is Developer funded, only expenses incurred will be paid. Along with the preliminary budget approval, the time and place for the public hearing was suggested as August 16, 2022, at 3:30 pm at the Courtyard by Marriott Orlando Lake Nona.

On Motion by Mr. Ventura, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2022-02, Approving a Preliminary Budget for Fiscal Year 2023 and Setting a Public Hearing Date of August 16, 2022, at 3:30 p.m. at 6955 Lake Nona Blvd., Orlando, FL 32827.

SEVENTH ORDER OF BUSINESS

Consideration of OUC Revision Streetlight Agreement for Centerline Segment F

Mr. Kaufmann noted that this agreement is still not ready and asked to table to the next meeting.

EIGHTH ORDER OF BUSINESS

Consideration of OUC Streetlight Agreement Transfers
a) Centerline
b) Landon House
c) Laureate Blvd at Unit 1C

Mr. Kaufmann noted that these agreements are also not ready and asked to table to the next meeting.

NINTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 034 – 036

Ms. Walden noted that these payments have already been approved and only need to be ratified by the Board.

On motion by Mr. Schademan, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 034 – 036.

TENTH ORDER OF BUSINESS

Ratification of Funding Request No. 026

Ms. Walden noted that the funding request has already been approved and only needs to be ratified by the Board.

On Motion by Ms. Salvo, seconded by Mr. Ventura, with all in favor, the Board of Supervisors of the Midtown Improvement District ratified Funding Request No. 026

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Newton clarified that the McIntosh Work Authorization he referred to earlier was not approved at the last meeting but is what is being presented today.

Mr. Kaufmann explained that this is for an electrical conduit system extending down to Poitras East. OUC wants to increase service size and so additional conduits are needed. He demonstrated on a map that, because of the prior construction of Segment E, the city is providing an easement through the City Park tract for installation of the conduits. This proposal is for the design of the conduits, and once design is completed, it will go out to bid. Mr. Newton noted the intent would be to have it constructed as a Change Order to the existing Jr. Davis contract on Centerline Drive Segment F instead of going out to bid unless the price dictates otherwise.

On motion by Mr. Ventura, seconded by Mr. Schademan, with all in favor, the Board of Supervisors of the Midtown Improvement District approved the Work Authorization for Centerline Drive Segment E with Donald W. McIntosh Associates Inc. for the OUC conduit plans for \$19,730.00.

TWELFTH ORDER OF BUSINESS

Review of District’s Financials

The Board reviewed the District’s Financial Statements through April 30, 2022. Ms. Walden noted that the District has spent \$172,000.00 vs a budget of \$456,000.00 which amounts to around 38% spent of the total budget.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No report.

District Manager –

Ms. Walden noted that the next meeting is scheduled for Tuesday, June 21, 2022.

District Engineer –

Mr. Newton presented the Construction Status Memo (Exhibit A). It shows the status of Centerline Segment F which is being constructed by the Poitras East CDD. He noted that the Contractor completed the insulation of the storm sewer and is moving forward with reclaimed and potable water mains. There was a recent development not on the memo regarding Nemours Parkway Phase 7. This phase was constructed by the Greenway ID, and it was previously located partially in the Boggy Creek ID and partially in the Greenway ID. Since the establishment of the Midtown ID, it is now located the Midtown ID as well. The two-year warranty period with the City of Orlando has ended, and they have generated a punch list of repairs for the road, mostly related to damages. The team has worked with the Developer to evaluate and allocate those damages. Everything north of the median was allocated to the Builder/Developer as it was adjacent to Laureate Park Phase 10. Everything south of the median was determined to be the responsibility of the Districts. The Boggy Creek ID approved their portion of the repairs earlier today. Midtown’s portion is \$10,610.00 out of the roughly \$50,000.00 total. Mr. Newton requested a motion for approval to enter into an agreement with Jr. Davis Construction for \$10,610.00 for repairs to Nemours Parkway Phase 7 subject to District Counsel preparing the standard District Agreement and to authorize the Chairman to execute it outside of a meeting. Mr. Adams noted his reluctance to approve as there are very limited townhomes in that area in that time period. Mr. Newton explained that this is a battle that comes up every time with the City, whether it is a District project or a developer project.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors of the Midtown Improvement District approved the Repairs to Nemours Parkway Phase 7 with Jr. Davis Construction for \$10,610.00 subject to District Counsel preparing the standard District Agreement and authorizing the Chairman to execute the final Agreement.

Construction Supervisor –

No report.

District Landscape Supervisor –

Mr. Thacker noted that he will be transitioning out of his role at Berman and introduced Mr. Aaron Wilbanks, who is Berman's Landscape Manager. Mr. Wilbanks will be working with Mr. Thacker on District items over the next couple of months.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

Ms. Walden requested a motion to adjourn.

On motion by Ms. Salvo, seconded by Mr. Schademan, with all in favor, the May 17, 2022, Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: May 17, 2022
 TO: Midtown Improvement District
 Board of Supervisors
 FROM: Donald W. McIntosh Associates, Inc.
 District Engineer
 RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

CIVIL ENGINEERS

Centerline Drive Segment F – Jr. Davis Construction Company, Inc.:

(Note: this construction project is being managed by Poitras East CDD)

LAND PLANNERS

Construction Status: Contractor has completed installation the storm sewer system and is commencing with installation of the reclaimed and potable water mains pending receipt of materials on site.

SURVEYORS

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
 Matt McDermott
 Chris Wilson
 Dan Young
 Tarek Fahmy

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

Midtown Improvement District

Acceptance of Fiscal Year 2021 Audit
(provided under separate cover)

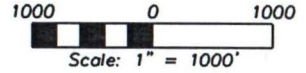
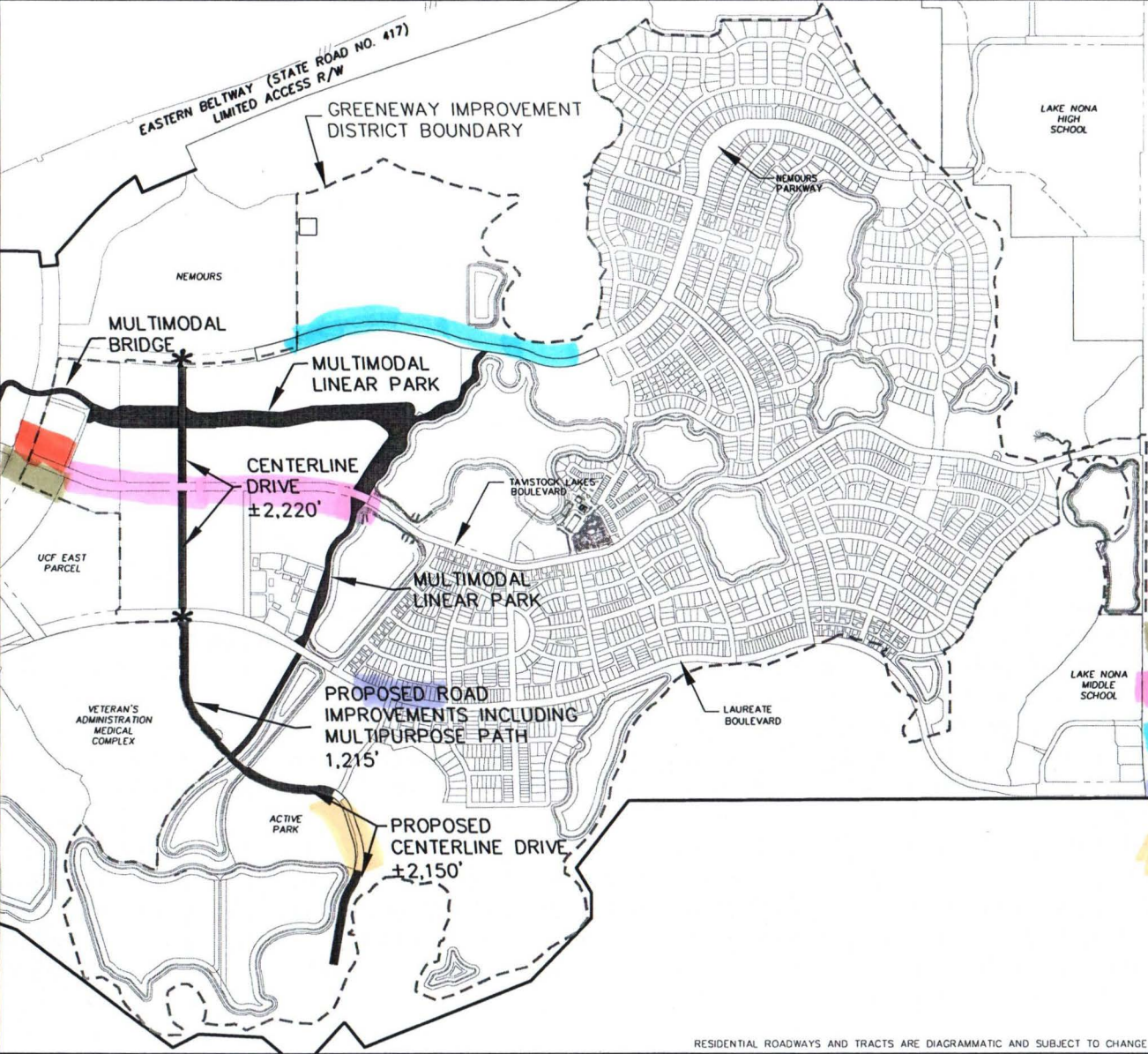
Midtown Improvement District

OUC Revision Streetlight Agreement for Centerline Segment F
(provided under separate cover)

Midtown Improvement District

OUC Streetlight Agreement Transfers

EXHIBIT C GREENWAY IMPROVEMENT DISTRICT PLANNED IMPROVEMENTS



- GREENWAY IMPROVEMENT DISTRICT
- PLANNED IMPROVEMENT
- PLANNED TRAFFIC SIGNAL

- Landon House
- Pixon
- Cobra (Tavistock Lakes Blvd)
- Nemours Phase 7
- Laureate Blvd. at Uridic
- Centerline Blvd Seg. E

OCTOBER 20, 2020

SHEET 2 OF 2

DONALD W. McINTOSH ASSOCIATES, INC.
 ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

Printed: Wed 07-Oct-2020 - 02:20PM
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Centerline

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For CENTERLINE**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Centerline Dr, Orlando, FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated November 9th, 2018 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20180675243.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for CENTERLINE.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____


The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____



DOC# 20180675243
11/20/2018 07:58:57 AM Page 1 of 18
Rec Fee: \$154.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
CENTERLINE

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 9th day of November, 2018 by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.
- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- 5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

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

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

[Signature]
Name: JERRY J. NEWMAN

[Signature]
Name: LARRY KAUFMANN

GREENWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes Tax ID: 050561077

By: [Signature]

Name: Richard Levey

Title: Chairman

Date: 09-18-2018

STATE OF FLORIDA

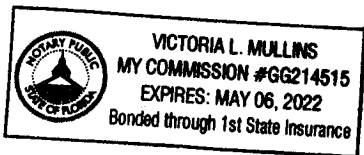
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of Sept, 20 18 by Richard Levey as Chairman of the Greenway Improvement District who is personally known to me or produced the following identification: _____, and who did not take an oath.

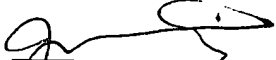
[Signature]
Notary Public

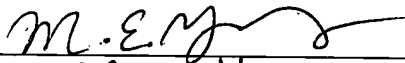
VICTORIA L. MULLINS
Printed Name Below Signature

MAY 06, 2022
My Commission Expires

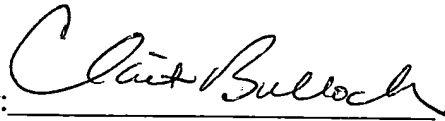


Signed, sealed and delivered
in the presence of:

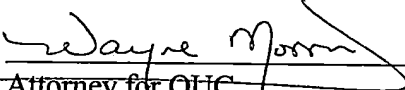

Name: Joanna Diaz, Legal intern


Name: Mary Yannakaras

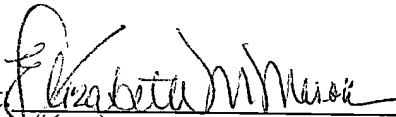
ORLANDO UTILITIES COMMISSION

By: 
Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY


Attorney for OUC

Date: November 8th 2018

Attest: 

Name: ELIZABETH M MASON

Title: ASSISTANT SECRETARY

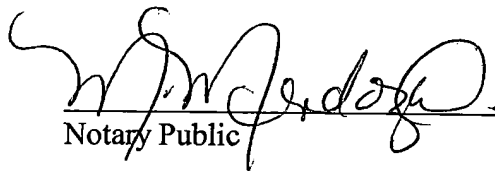
Date: 11/9/18

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of November,
2018, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following identification:
_____, and who did not take an oath.




Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

See attached description and sketch

**LAKE NONA SOUTH
LAUREATE PARK ACTIVE PARK
CENTERLINE DRIVE**

DESCRIPTION:

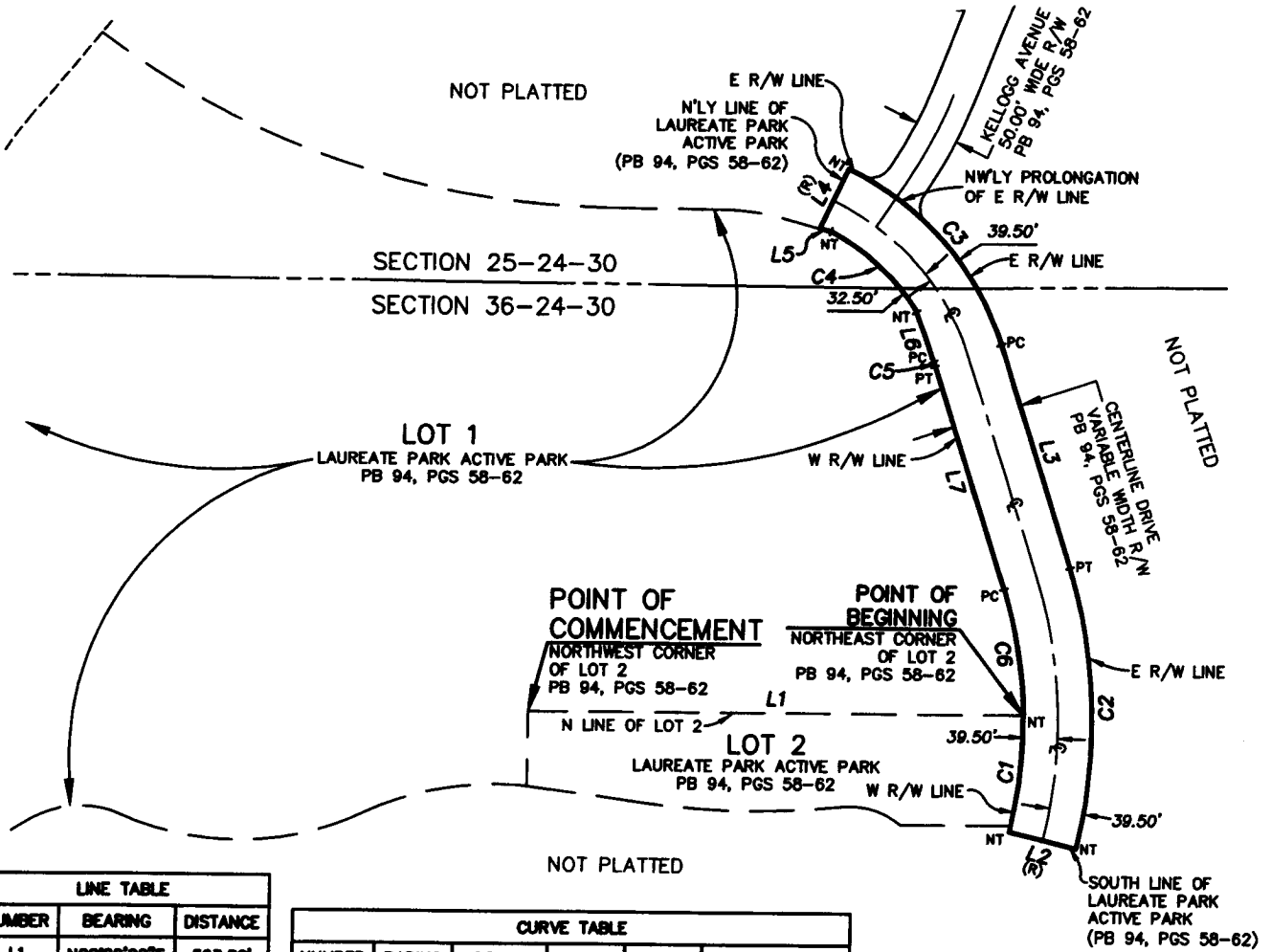
Centerline Drive, according to the plat of LAUREATE PARK ACTIVE PARK, as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

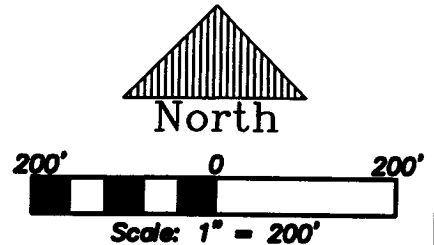
SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N80°00'00"E	563.00'
L2	S78°21'12"E	79.00'
L3	N18°12'40"W	264.77'
L4	S25°13'56"W	74.70'
L5	S75°09'24"E	13.20'
L6	S19°30'08"E	60.51'
L7	S18°12'40"E	264.77'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	500.00'	15°16'02"	133.23'	132.84'	S06°00'47"W
C2	579.00'	31°51'28"	321.94'	317.81'	N02°16'56"W
C3	337.00'	46°33'22"	273.83'	266.36'	N41°29'21"W
C4	265.00'	29°15'27"	135.32'	133.85'	S47°19'46"E
C5	258.00'	1°17'28"	5.81'	5.81'	S18°31'24"E
C6	500.00'	16°35'25"	144.78'	144.27'	S09°34'57"E



PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAUREATE PARK ACTIVE PARK - CENTERLINE DRIVE

DATE	BY	DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Robert Tyler Sears February 16, 2018
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16208</u>	SCALE <u>1"=200'</u>	SHEET <u>1</u>
DATE: <u>2/2018</u>	DATE: <u>2/2018</u>			OF <u>2</u>

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR LEGAL DESCRIPTION, NOTES, AND LEGEND

DESCRIPTION:

Centerline Drive, LAUREATE PARK ACTIVE PARK, according to the plat thereof as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida, described as follows:

Commence at the Northwest corner of Lot 2 of said plat of LAUREATE PARK ACTIVE PARK; thence N90°00'00"E along the North line of said Lot 2, for a distance of 563.80 feet to the Northeast corner of said Lot 2 and the POINT OF BEGINNING, said point being on the West right-of-way line of said Centerline Drive and a point on a non-tangent curve concave Westerly having a radius of 500.00 feet and a chord bearing of S06°00'47"W; thence departing said North line run Southerly along said West right-of-way line and the arc of said curve through a central angle of 15°16'02" for a distance of 133.23 feet to the South line of said plat of LAUREATE PARK ACTIVE PARK and a point on a radial line; thence departing said West right-of-way line run S76°21'12"E along said South line, 79.00 feet to the East right-of-way line of said Centerline Drive and a point on a non-tangent curve concave Westerly having a radius of 579.00 feet and a chord bearing of N02°16'56"W; thence departing said South line run Northerly along said East right-of-way line and the arc of said curve through a central angle of 31°51'28" for a distance of 321.94 feet to the point of tangency; thence N18°12'40"W along said East right-of-way line, 264.77 feet to the point of curvature of a curve concave Southwesterly having a radius of 337.00 feet and a chord bearing of N41°29'21"W; thence Northwesterly along said East right-of-way line, the Northwesterly prolongation of said East right-of-way line and said East right-of-way line, and the arc of said curve through a central angle of 46°33'22" for a distance of 273.83 feet to the Northerly line of said plat of LAUREATE PARK ACTIVE PARK and a point on a radial line; thence departing said East right-of-way line run S25°13'58"W along said Northerly line, 74.70 feet to the aforesaid West right-of-way line of said Centerline Drive; thence departing said Northerly line run the following six (6) courses and distances along said West right-of-way line: S75°09'24"E, 13.20 feet to a point on a non-tangent curve concave Southwesterly having a radius of 265.00 feet and a chord bearing of S47°19'46"E; thence Southeasterly along the arc of said curve through a central angle of 29°15'27" for a distance of 135.32 feet to a point on a non-tangent line; thence S19°30'08"E, 60.51 feet to the point of curvature of a curve concave Westerly having a radius of 258.00 feet and a chord bearing of S18°51'24"E; thence Southerly along the arc of said curve through a central angle of 01°17'28" for a distance of 5.81 feet to the point of tangency; S18°12'40"E, 264.77 feet to the point of curvature of a curve concave Westerly having a radius of 500.00 feet and a chord bearing of S09°54'57"E; thence Southerly along the arc of said curve through a central angle of 16°35'25" for a distance of 144.78 feet to the POINT OF BEGINNING.

Containing 1.436 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the North line of Lot 2, LAUREATE PARK ACTIVE PARK, Plat Book 94, Pages 58-62, being N90°00'00"E, Per Plat.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements or restrictions of record that may be within or adjoining the lands described hereon.

LEGEND

- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- (R) RADIAL
- R/W RIGHT-OF-WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- N'LY NORTHERLY
- NW'LY NORTHWESTERLY
- DOC# OFFICIAL RECORDS DOCUMENT NUMBER
- SECTION 25-24-30 SECTION, TOWNSHIP, RANGE

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAUREATE PARK ACTIVE PARK - CENTERLINE DRIVE



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16208</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>2/2018</u>	DATE: <u>2/2018</u>			OF <u>2</u>

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Centerline
Premise Address: Centerline Drive
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 8795843030
Work Request No: 647990
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

(12ea) 20' Bronze Alum Pole / OUC # 036-27508

(12ea) 83w GE Post Top Type III Fixture / OUC # 036-23120

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 223.16 ***]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Schedule 4.

Certificate of Completion (SCHEDULE 4)

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date _____

Authorized Customer Representative; Printed Name & Signature Date _____

Landon House

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For LANDON HOUSE**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 7010 Lake Nona Blvd, Orlando FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated March 19, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190350148.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for LONDON HOUSE.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LANDON HOUSE.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LANDON HOUSE.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____


The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____



DOC# 20190350148
06/06/2019 12:18:30 PM Page 1 of 7
Rec Fee: \$61.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE
Between
ORLANDO UTILITIES COMMISSION
And
GREENWAY IMPROVEMENT DISTRICT
(LONDON HOUSE)

This Amendment No. One (1) is to the Service Agreement for Lighting Service (“Agreement”) by and between **Orlando Utilities Commission (“OUC”)** and **GREENWAY IMPROVEMENT DISTRICT (“Customer”)** dated **October 31st, 2016** and shall become effective on the date last signed below. OUC and **GREENWAY IMPROVEMENT DISTRICT** shall collectively be referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **Month Day, Year** and

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer’s Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the term of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The above recitals are true and correct and are hereby incorporated herein.

2. **Definitions.** Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.
3. The Parties agree the monthly rate for lighting equipment, operation, and maintenance shall be as outlined in Exhibit A to this Amendment which shall supersede and replace Exhibit 1 of the Agreement.
4. The Parties agree the term of the Agreement shall remain twenty (20) years commencing on the effective date of this Amendment unless terminated earlier as provided in Section 5 of the Agreement.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **GREENWAY IMPROVEMENT DISTRICT** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed below.

GREENWAY IMPROVEMENT DISTRICT

Federal ID # 05-0561077

By: [Signature]

Name: Richard LAY

Title: Chair

Date: 3.19.19

WITNESSES: **GREENWAY IMPROVEMENT DISTRICT**

By: [Signature]

Name: LARRY KAUFMANN

Title: Chair Const Comm.

By: [Signature]

Name: JEFFREY J. NELSON

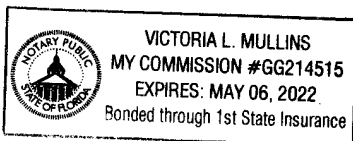
Title: DISTRICT ENGINEER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Richard LAY.
He is personally known to me or has produced _____ as identification.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
Print Name: VICTORIA L. MULLINS



ORLANDO UTILITIES COMMISSION

By: *Clint Bullock*

Name: Clint Bullock
Title: General Manager/CEO

Date: 5/23/19

ATTEST:

By: *Elizabeth M. Mason*
Name: Elizabeth M. Mason
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 5-15-19 BY: *w.m.*

WITNESSES:

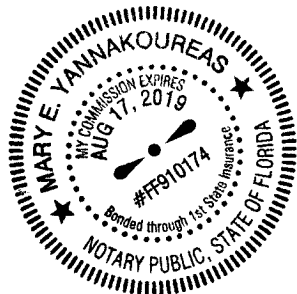
By: *Patricia A. Notari Cola*
Name: Patricia A. Notari Cola
Title: *P. Paralegal*

By: *Kathleen L. Plastel*
Name: Kathleen L. Plastel
Title: Paralegal

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



M.E. YannaKoureas
Notary Public, State of Florida
Print Name: Mary YannaKoureas

EXHIBIT A

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$ 196.49
Maintenance	\$ 18.83
Fuel and Energy	\$ 0.00
Total	\$ 215.32

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

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

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, the rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC removed 18ea Fixtures and 10ea Poles from original contract. Remaining poles and fixtures are below.

- (7ea) 87w LED Post Top GE Black Fixture / OUC # 036-23225
- (6ea) 16' Rnd Alum Direct Buried Black Pole with Banner Arms / OUC # 036-21747
- (1ea) 16' Rnd Alum Anchor Base Black Pole with Banner Arms / OUC # 036-21751

OUC Installed Lighting Equipment:

All conduit, junction boxes, associated poles, fixtures, parts, wires, photocells, and controllers will be installed by OUC.

CUSTOMER Installed Lighting Equipment:

Not applicable

Phased Installation Plan

All at once

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

“Within the Public Right-of-Way of Tavistock Lakes Boulevard lying south of Lot 1, LAKE NONA SOUTH PARCEL 22C FIRST AMENDMENT REPLAT, according to the Plat thereof as recorded in Plat Book 85, Page 20, of the Public Records of Orange County, Florida.”

Premise Name:	<u>Landon House</u>
Premise Address:	<u>7010 Lake Nona Blvd.</u>
City, State, Zip:	<u>Orlando, FL 32827</u>

BILLING INFORMATION

Billing Contract Name:	<u>Greenway Improvement District</u>
Billing Address:	<u>8529 South Park Circle, Suite 330</u>
City, State, Zip:	<u>Orlando, FL 32819</u>
Billing Contact Name:	_____
Billing Contact Phone:	_____
Federal Tax ID:	<u>05-0561077</u>
Customer Account	<u>8795843030</u>

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____



DOC# 20160579232
11/04/2016 12:29:29 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
LONDON HOUSE**

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 31st day of October, 2016 by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility , OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

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

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

Name: Do Tama

[Handwritten signature]

Name: Jana Gloria

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes Tax ID: 050561077

By: *[Handwritten signature]*

Name: Robert Adams

Title: Vice Chair

Date: 7/18/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18 day of July, 2016, by Robert Adams as Vice Chair of the Greeneway Improvement District who is personally known to me or produced the following identification: _____, and who did not take an oath.

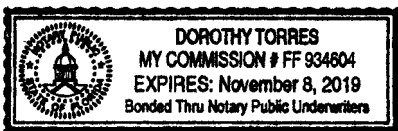
[Handwritten signature]
Notary Public

Dorothy Torres

Printed Name Below Signature

11/8/19

My Commission Expires



Signed, sealed and delivered
in the presence of:

Nanci Schwartz
Name: Nanci Schwartz
Patricia A. Nodalni Cola
Name: PATRICIA A. NODALNI COLA

ORLANDO UTILITIES COMMISSION

By: [Signature]
Kenneth P. Ksionek
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Morn
Attorney for OUC

Date: October 28, 2016

Attest: [Signature]
Name: ELIZABETH M MASON
Title: ASSISTANT SECRETARY
Date: 10/31/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of October 2016, by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

“Within the Public Right-of-Way of Tavistock Lakes Boulevard lying south of Lot 1, LAKE NONA SOUTH PARCEL 22C FIRST AMENDMENT REPLAT, according to the Plat thereof as recorded in Plat Book 85, Page 20, of the Public Records of Orange County, Florida.”

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Landon House
Premise Address: 7010 Lake Nona Blvd
City, State, Zip: Orlando, FL 32827
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: _____

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 8795843030
Work Request No: 551810
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

(7EA) POLE ALUM 20' RND DIRECT BURIED BRONZE / OUC # 036-27508

(7EA) LUMINAIRE 87W LED POST TOP GE BRONZE / OUC # 036-23132

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 127.10]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Laureate Blvd at Unit 1C

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID)**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Tavistock Lakes Blvd, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 22, 2013 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20130321316.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for LAUREATE BOULEVARD AT UNIT 1C (GREENEWAY ID).

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____



DOC# 20130321316 B: 10588 P: 0145
06/19/2013 11:30:05 AM Page 1 of 13
Rec Fee: \$112.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**

Laureate Boulevard at Unit 1C (Greenway ID)

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“Agreement”) is made effective as of this 2nd day of MAY, 2013, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Circle, Orlando, Florida 32817, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as "Laureate Park" which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current

Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**"). Lighting Service for any subsequent Phases, if developed, must be implemented through subsequent, mutually agreed upon lighting plans for each such Phase and set out in a Lighting, Installation, Upgrade and Service Agreement for that Phase, which shall be based upon substantially the same terms and conditions of this Agreement in all material respects with modified schedules to address the design and pricing for that Phase.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) ; (ii) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "**Customer Lighting Facilities**"), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install, Upgraded Lighting Facilities based on a phased approach. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 3** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase of the Property development in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs for the Current Phase as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the Current Phase and during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer's upgrade request (the "**Facilities Upgrade Cost**").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

4. **TERMS OF PAYMENT.**

4.1. For the Current Phase, Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three percent (3%) per year. Fuel and energy charges shall be based on the then

applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the “**Increase Notice**”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. **MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Nothing contained in this Agreement shall constitute or be construed as a waiver of OUC's or the Customer's limitations on liability as set forth in section 768.28, *Florida Statutes*, and other law. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for that Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the

Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes.
Tax ID: 050561077

Name: _____

Kathy Kottell

Name: *Lynn Sandford*
LYNN SANDFORD

By: _____

Name: *Robert B. Adams*

Title: *Vice Chair*

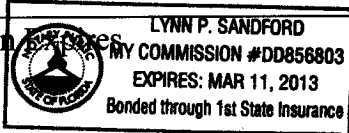
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2013, by ROBERT B. ADAMS as Chairman of the **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.

Lynn Sandford
Notary Public

LYNN SANDFORD
Printed Name Below Signature

My Commission Expires  LYNN P. SANDFORD
MY COMMISSION #DD856803
EXPIRES: MAR 11, 2013
Bonded through 1st State Insurance

Signed, sealed and delivered
in the presence of:

Nanci Schwartz
Name: Nanci Schwartz

Patricia A. Notaricola
Name: PATRICIA A. NOTARICOLA

ORLANDO UTILITIES COMMISSION

By: [Signature]
Kenneth P. Ksionek
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Morn
Attorney for OUC

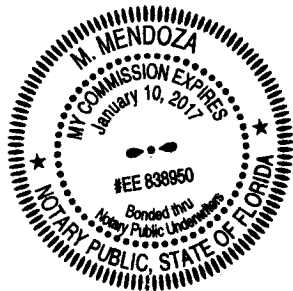
Attest: [Signature]
Name: ELIZABETH M. MASON
Title: ASSISTANT SECRETARY

Date: May 20, 2013

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of May, 2013 by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is personally known to me or he has produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public
Marlene Mendoza
Printed Name Below Signature

SCHEDULE 1

THE PROPERTY

LAUREATE BOULEVARD at UNIT 1C

DESCRIPTION:

That part of Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of LAUREATE PARK PHASE 1A, according to the plat thereof, as recorded in Plat Book 75, Pages 124 through 132, of the Public Records of Orange County, Florida; thence N21°21'51"W along the Easterly line of said LAUREATE PARK PHASE 1A for a distance of 7.00 feet to the POINT OF BEGINNING; thence continue N21°21'51"W along said Easterly line, 67.00 feet; thence departing said Easterly line run N68°38'09"E, 533.49 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of N82°47'01"E; thence Easterly along the arc of said curve through a central angle of 28°17'43" for a distance of 512.12 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1163.00 feet and a chord bearing of S88°52'38"E; thence Easterly along the arc of said curve through a central angle of 11°37'01" for a distance of 235.80 feet to a non-tangent line; thence S03°27'15"E, 67.01 feet to a point on a non-tangent curve concave Northerly having a radius of 1230.00 feet and a chord bearing of N88°50'37"W; thence Westerly along the arc of said curve through a central angle of 11°32'59" for a distance of 247.95 feet to the point of reverse curvature of a curve concave Southerly having a radius of 970.00 feet and a chord bearing of S82°47'01"W; thence Westerly along the arc of said curve through a central angle of 28°17'43" for a distance of 479.03 feet to the point of tangency; thence S68°38'09"W, 533.49 feet to the POINT OF BEGINNING.

Containing 1.955 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

SCHEDULE 2

INITIAL LIGHTING PLAN

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained.

MATERIAL LIST

16ea- POLE ALUM 20' RND DIRECT BURIED BRONZE FINISH 4"0D TENON

TOP HAPCO # B25426 / OUC # 036-27508

16ea- LUMINAIRE 87W LED POST TOP GE BRONZE CONTEMPORARY

STYLE GE # EPCTOB3412BRONZE / OUC # 036-23120

The storage of any material on site, installation of conduit and junction boxes are customer's responsibility, installed to OUC specifications. Customer must meet OUC specifications prior to installation. OUC will supply and install wiring within conduit.

SCHEDULE 3**INITIAL PHASE UPGRADE COST PAYMENT TERMS**

LIGHTING SERVICE

FEES: RATE PER

MONTH

Facilities Upgrade	\$ 266.20
Maintenance Upgrade	\$ 61.60
Fuel and Energy Upgrade	\$ <u>0.00</u>
Total	\$ 327.80

Initial invoice will be billed for the full facilities upgrade, while maintenance, fuel, and energy will be billed proportionate to the quantity of energized lights.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Schedule 3 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The facilities upgrade portion of the Lighting Service Fees shall remain fixed for the term of this Agreement.

Nemours Parkway Phase 7

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For NEMOURS PARKWAY PHASE 7**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817 , and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Nemours Pkwy, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 23, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190350196.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Witness

By: _____

Print Name

Name: _____

Witness

Title: _____

Print Name

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

(SEAL)

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for NEMOURS PARKWAY PHASE 7.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____


The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____



DOC# 20190350196
06/06/2019 12:33:03 PM Page 1 of 21
Rec Fee: \$180.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
NEMOURS PARKWAY PHASE 7

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer)

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 23rd day of May, 2019, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.
- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- 5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

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

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

[Signature]
Name: LARRY KAUFMANN

[Signature]
Name: JEFFREY J. NEWTON

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes Tax ID: 050561077

By: [Signature]

Name: Richard Lovey

Title: Chair

Date: 3.19.19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of March, 2019, by Richard Lovey - Chairman, as _____ of the _____, who is personally known to me or produced the following identification: _____, and who did not take an oath.



[Signature]
Notary Public

Victoria L. Mullins
Printed Name Below Signature

May 06, 2022
My Commission Expires

Signed, sealed and delivered
in the presence of:

Patricia A. Notari Cole
Name: Patricia A. Notari Cole

Kathleen L. Plastell
Name: Kathleen L. Plastell

ORLANDO UTILITIES COMMISSION

By: *Clint Bullock*
Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Morn
Attorney for OUC

Date: May 17, 2019

Attest: *Elizabeth M. Mason*

Name: ELIZABETH M MASON

Title: ASSISTANT SECRETARY

Date: 5/23/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of May, 2019, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.



M. E. Yannakoureas
Notary Public

Mary Yannakoureas
Printed Name Below Signature

Aug 17th 2019
My Commission Expires

EXHIBIT 1

THE PROPERTY

See attached description and sketch

**LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 7
BCID and GID Portions
(ROAD PORTION – EXCLUDING LIFTSTATION)**

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East and Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County and a point on a non-tangent curve concave Northerly having a radius of 3030.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1 run Easterly along said Northerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the point of tangency; thence N72°10'27"E along said Northerly line, 55.07 feet; thence N00°00'16"W along said Northerly line, 94.54 feet to the Southeast corner of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida; thence departing said Northerly line run N72°10'27"E along the Northeasterly prolongation of the Southerly line of said Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 feet to the point of curvature of a curve concave Southerly having a radius of 1537.45 feet and a chord bearing of N78°46'26"E; thence Easterly along the arc of said curve through a central angle of 13°12'00" for a distance of 354.20 feet to the point of tangency; thence N85°22'26"E, 121.00 feet to the point of curvature of a curve concave Southerly having a radius of 1637.00 feet and a chord bearing of S87°13'33"E; thence Easterly along the arc of said curve through a central angle of 14°48'01" for a distance of 422.86 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 211.80 feet to the point of reverse curvature of a curve concave Northerly having a radius of 963.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 225.65 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S74°16'27"E; thence Easterly along the arc of said curve through a central angle of 14°33'00" for a distance of 263.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 588.00 feet and a chord bearing of N89°31'07"E; thence Easterly along the arc of said curve through a central angle of 46°57'53" for a distance of 481.98 feet to the point of tangency; thence N66°02'10"E, 121.31 feet to the Westernmost corner of Nemours Parkway, according to the plat of LAUREATE PARK PHASE 7, as recorded in Plat Book 90, Pages 7 through 32, of the Public Records of Orange County, Florida; thence S23°57'50"E along the Westerly line of said plat of LAUREATE PARK PHASE 7 for a distance of 79.00 feet; thence departing said Westerly line run S66°02'10"W, 121.31 feet to the point of curvature of a curve concave Northerly having a radius of 667.00 feet and a chord bearing of S89°31'07"W; thence Westerly along the arc of said curve through a central angle of

46°57'53" for a distance of 546.73 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N74°16'27"W; thence Westerly along the arc of said curve through a central angle of 14°33'00" for a distance of 243.28 feet to the point of tangency; thence N81°32'57"W, 343.56 feet to the point of curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of N74°50'11"W; thence Westerly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N73°58'29"W; thence Westerly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of tangency; thence N79°49'33"W, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of N86°34'19"W; thence Westerly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of compound curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of S79°25'41"W; thence Westerly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of tangency; thence S72°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence S72°10'27"W, 97.58 feet to the point of curvature of a curve concave Northerly having a radius of 3065.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to a non-tangent line; thence N11°23'49"W, 5.00 feet to the POINT OF BEGINNING.

AND

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

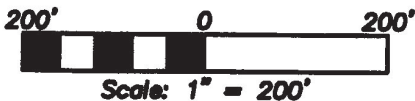
Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 30.00 feet to the POINT OF BEGINNING; thence continue N11°23'49"W along said Easterly line, 90.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1 and a point on the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following three (3) courses and distances along said Northerly line: S00°00'16"E, 94.54 feet; S72°10'27"W, 55.07 feet to the point of curvature of a curve concave Northerly having a radius of 3030.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.



(PROPOSED)
TRACT LS-1
NOT PLATTED

NOT PLATTED

SECTION 24-24-30
SECTION 25-24-30

(PROPOSED)
TRACT OS-1
NOT PLATTED

EAST LINE LOT 1
NEMOURS CHILDREN'S
HOSPITAL
(PB 73, PGS 81-83)

NOT PLATTED

(PROPOSED)
BARISH AVENUE

NOT PLATTED

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N11°23'49"W	120.00'
L2	N72°10'27"E	84.01'
L3	N72°10'27"E	22.22'
L4	N13°52'07"W	2.00'
L5	N72°10'27"E	148.09'
L14	S72°10'27"W	448.49'
L15	N13°52'07"W	2.00'
L16	S72°10'27"W	53.76'
L17	N00°00'16"W	131.30'

LOT 1
NEMOURS CHILDREN'S HOSPITAL
(PLAT BOOK 73, PAGES 81-83)

POB

SOUTHEAST CORNER OF
LOT 1 NEMOURS
CHILDREN'S HOSPITAL
(PB 73, PGS 81-83)

NORTHEASTERLY
PROLONGATION OF THE
SOUTHERLY LINE OF LOT 1
NEMOURS CHILDREN'S
HOSPITAL (PB 73, PGS 81-83)

NEMOURS PARKWAY
(NEMOURS PARKWAY AT
LAKE NONA PHASE 1
(PB 73, PGS 78-80)
(120' WIDE R/W)

SOUTHERLY LINE LOT 1
NEMOURS CHILDREN'S
HOSPITAL
(PB 73, PGS 81-83)

EASTERLY LINE,
NEMOURS PARKWAY
AT LAKE NONA PHASE 1
PB 73, PGS 78-80

NT

NOT INCLUDED
NOT PLATTED

PT

L2

L3

L4

L5

PC

PT

L17

L16

L15

L14

C13

NOT PLATTED

SOUTHERLY
PROLONGATION OF THE
EAST LINE LOT 1
NEMOURS CHILDREN'S
HOSPITAL
(PB 73, PGS 81-83)

(SEE SHEET 2)
MATCH LINE

POINT OF COMMENCEMENT

SE CORNER NEMOURS PARKWAY,
NEMOURS PARKWAY AT LAKE NONA
PHASE 1, PB 73, PGS 78-80

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2940.00'	6°25'44"	329.89'	329.72'	N75°23'19"E
C2	1537.45'	13°12'00"	354.20'	353.42'	N78°46'26"E
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT

DATE	BY	DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Robert "Tyler" Sears October 04, 2018
Florida Registered Surveyor and Mapper
Certificate No. 6850
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: RTS
DATE: 10/2018

CHECKED BY: RTS
DATE: 10/2018

JOB NO.
16106

SCALE
1"=200'

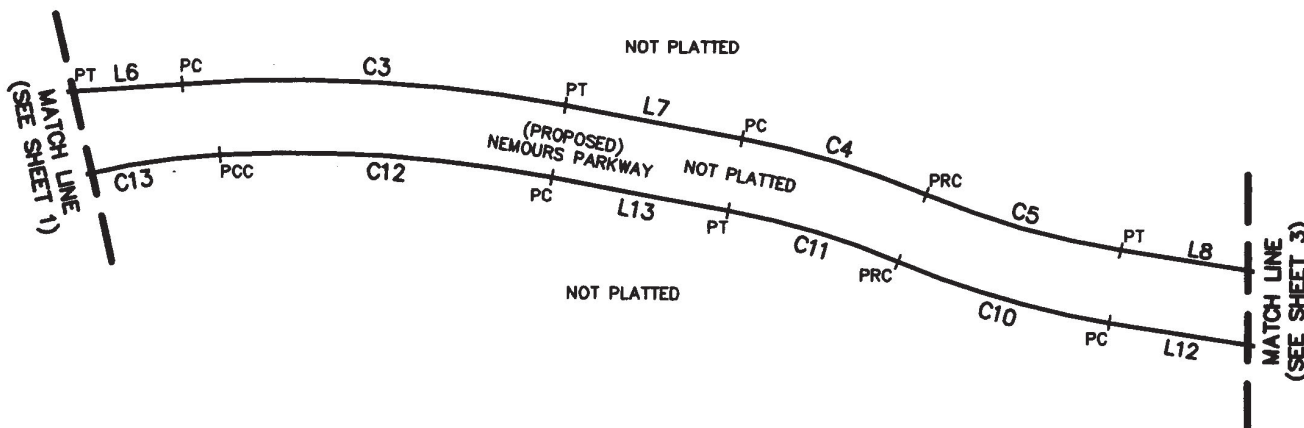
SHEET 1
OF 4

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L6	N85°22'28"E	121.00'
L7	S79°49'33"E	195.92'
L8	S81°32'57"E	343.56'
L12	N81°32'57"W	343.56'
L13	N79°49'33"W	195.92'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1637.00'	14°48'01"	422.86'	421.68'	S87°13'33"E
C4	1037.00'	11°42'08"	211.80'	211.43'	S73°58'29"E
C5	963.00'	13°25'32"	225.65'	225.13'	S74°50'11"E
C10	1042.00'	13°25'32"	244.16'	243.60'	N74°50'11"W
C11	958.00'	11°42'08"	195.66'	195.32'	N73°58'29"W
C12	1558.00'	13°29'31"	366.88'	366.03'	N86°34'19"W
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

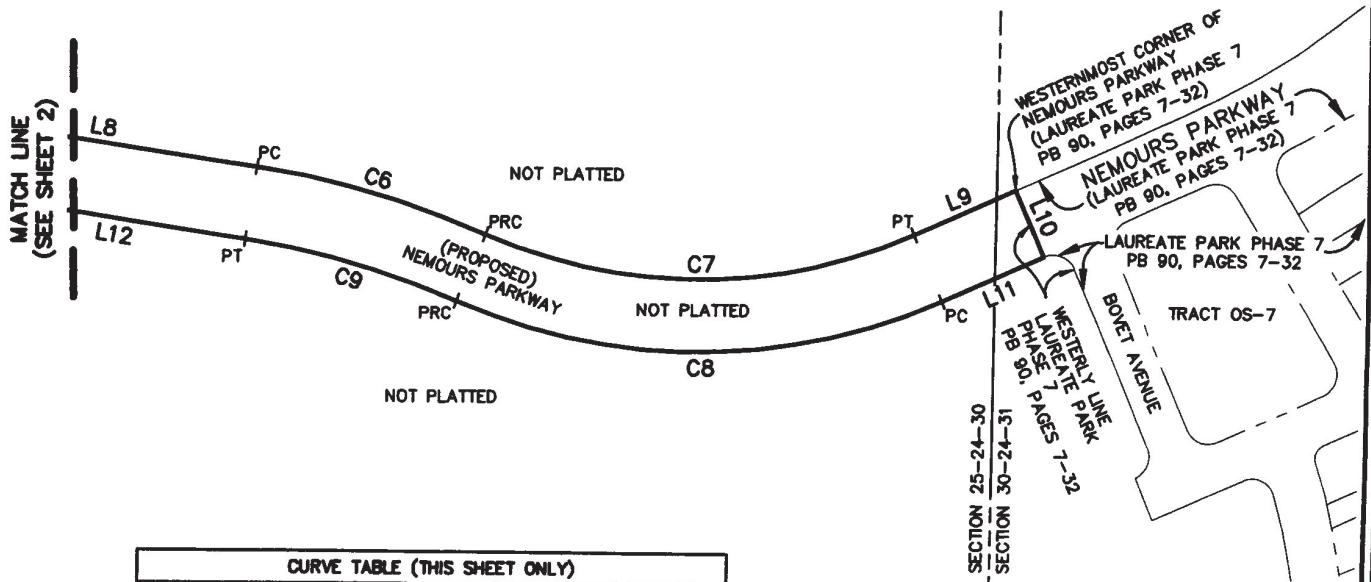
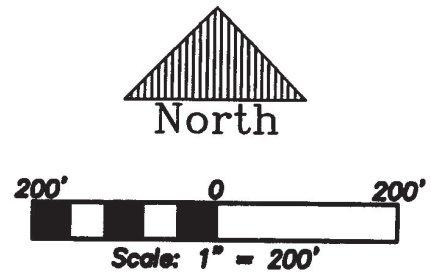
DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION, NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L8	S81°32'57"E	343.56'
L9	N86°02'10"E	121.31'
L10	S23°57'50"E	79.00'
L11	S66°02'10"W	121.31'
L12	N81°32'57"W	343.56'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C6	1037.00'	14°33'00"	283.34'	282.63'	S74°16'27"E
C7	588.00'	46°57'53"	481.98'	468.60'	N89°31'07"E
C8	667.00'	46°57'53"	546.73'	531.55'	S89°31'07"W
C9	958.00'	14°33'00"	243.28'	242.63'	N74°16'27"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION OUC LIGHTING AGREEMENT



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>3</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEETS 1 – 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East and Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof, as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line run Easterly along said Southerly line through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the POINT OF BEGINNING and the Southeast corner of said Lot 1; thence departing said Southerly line run N72°10'27"E along the Northeasterly prolongation of said Southerly line of Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 feet to the point of curvature of a curve concave Southerly having a radius of 1537.45 feet and a chord bearing of N78°46'26"E; thence Easterly along the arc of said curve through a central angle of 13°12'00" for a distance of 354.20 feet to the point of tangency; thence N85°22'26"E, 121.00 feet to the point of curvature of a curve concave Southerly having a radius of 1637.00 feet and a chord bearing of S87°13'33"E; thence Easterly along the arc of said curve through a central angle of 14°48'01" for a distance of 422.86 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 211.80 feet to the point of reverse curvature of a curve concave Northerly having a radius of 963.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 225.65 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S74°16'27"E; thence Easterly along the arc of said curve through a central angle of 14°33'00" for a distance of 263.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 588.00 feet and a chord bearing of N89°31'07"E; thence Easterly along the arc of said curve through a central angle of 46°57'53" for a distance of 481.98 feet to the point of tangency; thence N66°02'10"E, 121.31 feet to the Westernmost corner of Nemours Parkway, according to the plat of LAUREATE PARK PHASE 7, as recorded in Plat Book 90, Pages 7 through 32, of the Public Records of Orange County, Florida; thence S23°57'50"E along the Westerly line of said LAUREATE PARK PHASE 7 for a distance of 79.00 feet; thence departing said Westerly line run S66°02'10"W, 121.31 feet to the point of curvature of a curve concave Northerly having a radius of 667.00 feet and a chord bearing of S89°31'07"W; thence Westerly along the arc of said curve through a central angle of 46°57'53" for a distance of 546.73 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N74°16'27"W; thence Westerly along the arc of said curve through a central angle of 14°33'00" for a distance of 243.28 feet to the point of tangency; thence N81°32'57"W, 343.56 feet to the point of curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of N74°50'11"W; thence Westerly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N73°58'29"W; thence Westerly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of tangency; thence N79°49'33"W, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of N86°34'19"W; thence Westerly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of compound curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of S79°25'41"W; thence Westerly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of tangency; thence S72°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence S72°10'27"W, 53.76 feet to the Southerly prolongation of the East line of aforesaid Lot 1; thence N00°00'16"W along said Southerly prolongation, 131.30 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being N11°23'49"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

LEGEND

SECTION 25-24-30	SECTION, TOWNSHIP, RANGE
POB	POINT OF BEGINNING
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PCC	POINT OF COMPOUND CURVATURE
P-C	POINT OF CUSP
PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

PREPARED FOR: LAKE NONA LAND COMPANY, LLC
LAKE NONA SOUTH – NEMOURS PARKWAY PHASE 7 – GID PORTION OUC LIGHTING AGREEMENT



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>10/2018</u>	DATE: <u>10/2018</u>			OF <u>4</u>

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Nemours Parkway Phase 7
Premise Address: Nemours Parkway
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 8795843030
Work Request No: 615438
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

- (23ea) 20' Bronze Alum Pole / OUC # 036-27508
- (33ea) 20' Black Alum Pole / OUC # 036-27517
- (13ea) 83w GE Bronze Post Top Type III Fixture / OUC # 036-23120
- (10ea) 83w GE Bronze Post Top Type V Fixture / OUC # 036-23132
- (31ea) 83w GE Black Post Top Type III Fixture / OUC # 036-23225
- (2ea) 83w GE Black Post Top Type V Fixture / OUC # 036-23224
- (2ea) 85w LED Floodlight / OUC # 036-23178

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of[\$ 1034.36 ***]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Schedule 4.

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date _____

Authorized Customer Representative; Printed Name & Signature Date _____

Pixon

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For PIXON**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 TAVISTOCK LAKE BLVD ROAD F INTERSECT. TO E NARCOOSSEE, Orlando FL ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated July 10, 2019 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20190441896.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

Witness

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for PIXON.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____



The Reliable One[®]

**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
PIXON

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement (“**Agreement**”) is entered into this 10th day of July, 2019, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, licensee or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licensees or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

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

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

Jennifer L. Walden
Name: JENNIFER WALDEN

Jennifer L. Walden
Name: JENNIFER L. WALDEN

GREENWAY IMPROVEMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes Tax ID: 050561077

By: [Signature]

Name: Richard Levey

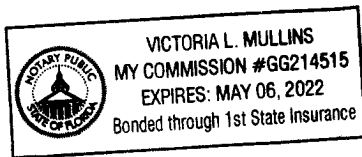
Title: Chairman

Date: 4-14-19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of April, 2019, by Richard Levey, as Chair of the Greenway ID, who is HT personally known to me or [] produced the following identification: _____, and who did not take an oath.



Victoria L. Mullins
Notary Public

Victoria L. Mullins
Printed Name Below Signature

May 06, 2022

My Commission Expires

Signed, sealed and delivered
in the presence of:

Patricia A. Notaricchia
Name: PATRICIA A. NOTARICCHIA

Mary Yennararces
Name: Mary Yennararces

ORLANDO UTILITIES COMMISSION

By: *Clint Bullock*
Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Wayne Mann
Attorney for OUC

Date: July 1st, 2019

Attest: *Elizabeth M Mason*

Name: ELIZABETH M MASON

Title: ASSISTANT SECRETARY

Date: 7/10/19

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of July, 2019, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.



Marlene Mendoza
Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1

THE PROPERTY

“Within the public right-of-way of Tavistock Lake Boulevard shown within TAVISTOCK LAKES BOULEVARD PHASE 2, according to the plat thereof, as recorded in Plat Book 75, Page 103, of the Public Records of Orange County, Florida.”

EXHIBIT 1 (Continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: Pixon
Premise Address: Tavistock Lakes Blvd.
City, State, Zip: Orlando, FL
Premise Number: _____

BILLING INFORMATION

Billing Contract Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 8795843030
Work Request No: 662261
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

- (7ea) 16' Black AB Alum Pole w/Banner Arm / OUC # 036-21751 |
- (7ea) 83w Black GE Post Top Fixture / OUC # 036-23225

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$ 191.41]. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Certificate of Completion

Project W.O. # _____ OUC Account # _____

Project Name: _____

Customer/Account Name _____

Original Monthly Lighting Service Charges:

Investment _____; Maintenance; _____; Fuel & Energy _____.

Original Lighting System Poles & Fixtures and Installation Scope:

(Original Streetlight Fixture/Pole type/quantity listed here)

As-built Lighting System Poles & Fixtures and Installation Scope:

(As-built Streetlight Fixture/Pole type/quantity listed here)

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment _____; Maintenance _____; Fuel and Energy _____

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

Authorized OUC Representative; Printed Name & Signature Date

Authorized Customer Representative; Printed Name & Signature Date _____

Tavistock Lakes Blvd Cobra

---THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

**ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE
For TAVISTOCK LAKES BOULEVARD COBRA**

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE ("Assignment") is made and entered into as of the ____ day of _____, 20____ ("Transfer Date"), by **Greenway Improvement District**, (the "Assignor") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, and **Midtown Improvement District**, (the "Assignee") whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817, for services address 0 Tavistock Lakes Blvd, Orlando, FL, ("Service Address").

WITNESSETH:

A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated May 21, 2012 ("Agreement") for the Service Address.

B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20120296652.

C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).

D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.

2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.

3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.

7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT

BLANK. SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

GREENEWAY IMPROVEMENT DISTRICT a Florida a local unit of special purpose government

Witness

By: _____

Print Name

Name: _____

Witness

Title: _____

Print Name

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **GREENEWAY IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

(SEAL)

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

Signed, sealed and delivered in the presence of:

“ASSIGNEE”

Witness

MIDTOWN IMPROVEMENT DISTRICT, a
Florida and Florida Legislature

Print Name

By: _____

Witness

Name: _____

Print Name

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of **MIDTOWN IMPROVEMENT DISTRICT**. He/She who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC SIGNATURE

Printed Name of Notary _____

My Commission expires: _____

(SEAL)

THIS ASSIGNMENT has been executed the day and year set forth above for TAVISTOCK LAKES BOULEVARD COBRA.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

“OUC”
Orlando Utilities Commission, a statutory Commission under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legality by OUC Legal Dept.
Date: _____ By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of () physical presence or () online notarization on this ____ day of _____, 20__ by CLINT BULLOCK, as General Manager, CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said Commission. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC SIGNATURE
Printed Name of Notary _____
My Commission expires: _____

DOC# 20120296652 B: 10388 P: 1664
06/06/2012 04:05:45 PM Page 1 of 14
Rec Fee: \$120.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ORLANDO UTILITIES COM COM



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
Tavistock Lakes Boulevard Cobra**

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“**Agreement**”) is made effective as of this 21st day of May, 2012, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **GREENEWAY IMPROVEMENT DISTRICT** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Boulevard, Orlando, Florida 32819, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as "Laureate Park" which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current

Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**"). Lighting Service for any subsequent Phases, if developed, must be implemented through subsequent, mutually agreed upon lighting plans for each such Phase and set out in a Lighting, Installation, Upgrade and Service Agreement for that Phase, which shall be based upon substantially the same terms and conditions of this Agreement in all material respects with modified schedules to address the design and pricing for that Phase.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) ; (ii) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "**Customer Lighting Facilities**"), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install, Upgraded Lighting Facilities based on a phased approach. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 3** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase of the Property development in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs for the Current Phase as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the Current Phase and during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer's upgrade request (the "**Facilities Upgrade Cost**").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Maintenance Upgrade Cost**").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "**Electrical Upgrade Cost**").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "**Upgrade Costs**").

4. **TERMS OF PAYMENT.**

4.1. For the Current Phase, Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC's Administrative Policy Manual, as amended from time to time (the "**Manual**"), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer's failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three percent (3%) per year. Fuel and energy charges shall be based on the then

applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the “**Increase Notice**”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to

OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for that Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of

removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full compliment of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full compliment of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("**Proportional Upgrade Cost**").

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered in the presence of:

GREENEWAY IMPROVEMENT DISTRICT

[Signature]
Name: FRANK J. FAGUSA

By: [Signature]
Richard Levey, Chairman

[Signature]
Name: Kathy Kittell

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of January 2012, by Richard L. Levey as Chairman of **GREENEWAY IMPROVEMENT DISTRICT**

, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.

[Signature]
Notary Public



Printed Name Below Signature _____

My Commission Expires _____

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Marlene Mendoza

[Signature]
Name: Kathleen Plastek

ORLANDO UTILITIES COMMISSION

By: [Signature]
Kenneth P. Ksionek
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: [Signature]

Name: ELIZABETH M MASON

Title: ASSISTANT SECRETARY

Attorney for OUC

Date: _____

Approved as to form and legality
OUC Legal Department

DATE: 5-21-12 BY: [Signature]

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of May,
2012, by Kenneth P. Ksionek, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following
identification: _____, and who did not take an oath.



[Signature]
Notary Public

Printed Name Below Signature

My Commission Expires

SCHEDULE 1
THE PROPERTY

See Attached

Exhibit "A"
Legal Description

LAKE NONA SOUTH
TAVISTOCK LAKES BOULEVARD PHASE 2
(PLAT DESCRIPTION)

DESCRIPTION:

That part of Sections 25 and 26, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northernmost corner of Lot 2, according to the plat of UCF HEALTH SCIENCES CAMPUS AT LAKE NONA, as recorded in Plat Book 73, Pages 4 through 7, of the Public Records of Orange County, Florida; thence S68°16'58"E along the Northerly line of said Lot 2 for a distance of 405.02 feet; thence N90°00'00"E along said Northerly line, 235.12 feet to the Northeast corner of said Lot 2; thence N00°00'00"E along the Northerly prolongation of the East line of said Lot 2 for a distance of 206.08 feet to the POINT OF BEGINNING; thence S90°00'00"W, 33.30 feet to the point of curvature of a curve concave Northerly having a radius of 846.00 feet and a chord bearing of N79°08'29"W; thence Westerly along the arc of said curve through a central angle of 21°43'02" for a distance of 320.67 feet to the point of tangency; thence N68°16'58"W, 532.64 feet to the point of curvature of a curve concave Southerly having a radius of 40.00 feet and a chord bearing of S67°41'48"W; thence Westerly along the arc of said curve through a central angle of 88°02'28" for a distance of 61.46 feet to the Easterly right-of-way line of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD SECOND ADDITION, as recorded in Plat Book 72, Pages 97 through 99, of the Public Records of Orange County, Florida, and to the point of cusp of a curve concave Westerly having a radius of 1976.87 feet and a chord bearing of N21°08'49"E; thence Northerly along the arc of said curve and said Easterly right-of-way line through a central angle of 05°03'31" for a distance of 174.54 feet to the point of cusp of a curve concave Northeasterly having a radius of 40.00 feet and a chord bearing of S24°49'57"E; thence departing said Easterly right-of-way line run Southeasterly along the arc of said curve through a central angle of 86°54'01" for a distance of 60.67 feet to the point of tangency; thence S68°16'58"E, 534.41 feet to the point of curvature of a curve concave Northerly having a radius of 748.00 feet and a chord bearing of S79°08'29"E; thence Easterly along the arc of said curve through a central angle of 21°43'02" for a distance of 283.52 feet to the point of tangency; thence N90°00'00"E, 103.30 feet; thence S00°00'00"E, 12.00 feet; thence N90°00'00"E, 1742.65 feet to the point of curvature of a curve concave Southerly having a radius of 1240.00 feet and a chord bearing of S76°46'14"E; thence Easterly along the arc of said curve through a central angle of 26°27'31" for a distance of 572.62 feet to a non-tangent line; thence S26°27'31"W radial to said curve, 80.00 feet to a point on a non-tangent curve concave Southerly having a radius of 1160.00 feet and a chord bearing of N76°46'14"W; thence Westerly along the arc of said curve through a central angle of 26°27'31" for a distance of 535.68 feet to the point of tangency; thence S90°00'00"W, 1742.65 feet; thence S00°00'00"W, 6.00 feet; thence S90°00'00"W, 70.00 feet to the POINT OF BEGINNING.

SCHEDULE 2

INITIAL LIGHTING PLAN

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained.

MATERIAL LIST

29ea – 28' Concrete Pole – Octagon – Jade Green / OUC # 036-27500

29ea – Led, Black, Evolve, R150 Roadway Cobrahead, TYPE 2, Multi-Tap, 6000K.
GE # ERM0A360A2 BLACK / OUC # 036-23116

29ea – 2" x 6' Aluminum Black Arm / OUC # 036-25029

1 ea - Lighting Controllers

The storage of any material on site, installation of conduit, junction boxes, and bases are customer's responsibility, installed to OUC specifications. Customer must meet OUC specifications prior to installation. OUC will supply and install wiring within conduit.

SCHEDULE 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

LIGHTING SERVICE FEES:

RATE PER MONTH

Facilities Upgrade	\$624.24
Maintenance Upgrade	\$141.52
Fuel and Energy Upgrade	<u>\$0.00</u>
Total	\$765.76

Initial invoice will be billed for the full facilities upgrade, while maintenance, fuel, and energy will be billed proportionate to the quantity of energized lights.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Schedule 3 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The facilities upgrade portion of the Lighting Service Fees shall remain fixed for the term of this Agreement.

Midtown Improvement District

**Payment Authorization
Nos. 037-039**

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #037

5/13/2022

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District April ICM Expenses	ICM2022-07	\$ 3,045.82
2	Donald W McIntosh Associates Engineering Services Through 04/22/2022	42600	\$ 631.50
3	Greenway Improvement District October - December ICM Expenses November - April OUC Expenses May OUC Expenses	ICM2022-07 OUC2022.04 OUC2022.05	\$ 8,132.08 \$ 24,187.21 \$ 4,329.31
TOTAL			\$ 40,325.92



Chairperson

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #038

5/20/2022

Item No.	Payee	Invoice Number	General Fund
1	Cepira Landscape		
	Section 1 Irrigation Retrofit	ORL2016	\$ 8,720.80
	April MI and Repair	ORL2025	\$ 481.00
2	VGlobalTech		
	Web Design: ADA Compliant Website	3822	\$ 3,000.00
	April Website Maintenance	3823	\$ 160.00

TOTAL \$ 12,361.80



Chairperson

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #039

5/27/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction May Administrator & Irrigation Specialist	19277	\$ 1,139.99
2	Orlando Sentinel Legal Advertising on 05/10/2022 (Ad: 7206338)	OSC53859702	\$ 241.25
3	PFM Group Consulting DM Fee: May 2022	DM-05-2022-31	\$ 2,916.67
4	VGlobalTech May Website Maintenance	3848	\$ 160.00
TOTAL			\$ 4,457.91



Chairperson

Midtown Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED
By Amanda Lane at 3:29 pm, May 27, 2022

Midtown Improvement District

**Funding Request
Nos. 029**

MIDTOWN IMPROVEMENT DISTRICT

Funding Request #029

5/11/2022

Item No.	Payee	Invoice Number	General Fund
1	Developer Operations & Maintenance (O&M) Funding Request	--	\$ 50,000.00

TOTAL \$ 50,000.00



Secretary/Assistant Secretary



Chairperson

Midtown Improvement District

Work Authorization/Proposed Services
(if applicable)

Midtown Improvement District

District's Financials

Midtown Improvement District
Statement of Financial Position
As of 5/31/2022

	General Fund	Capital Projects Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$21,574.89		\$21,574.89
Accounts Receivable - Due from Developer	50,000.00		50,000.00
Accounts Receivable - Due from Developer		\$112,339.77	112,339.77
Total Current Assets	\$71,574.89	\$112,339.77	\$183,914.66
Total Assets	\$71,574.89	\$112,339.77	\$183,914.66
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$17,451.21		\$17,451.21
Due To Other Governmental Units	39,882.18		39,882.18
Deferred Revenue	50,000.00		50,000.00
Accounts Payable		\$112,339.77	112,339.77
Deferred Revenue		112,339.77	112,339.77
Total Current Liabilities	\$107,333.39	\$224,679.54	\$332,012.93
Total Liabilities	\$107,333.39	\$224,679.54	\$332,012.93
<u>Net Assets</u>			
Net Assets - General Government	(\$4,030.12)		(\$4,030.12)
Current Year Net Assets - General Government	(31,728.38)		(31,728.38)
Net Assets, Unrestricted		(\$74,789.43)	(74,789.43)
Current Year Net Assets, Unrestricted		(37,550.34)	(37,550.34)
Total Net Assets	(\$35,758.50)	(\$112,339.77)	(\$148,098.27)
Total Liabilities and Net Assets	\$71,574.89	\$112,339.77	\$183,914.66

Midtown Improvement District
Statement of Activities
As of 5/31/2022

	General Fund	Capital Projects Fund	Total
<u>Revenues</u>			
Developer Contributions	\$175,000.00		\$175,000.00
Developer Contributions		\$322,932.22	322,932.22
Total Revenues	\$175,000.00	\$322,932.22	\$497,932.22
<u>Expenses</u>			
Supervisor Fees	\$1,000.00		\$1,000.00
Public Officials' Liability Insurance	2,250.00		2,250.00
Management	23,333.36		23,333.36
Engineering	2,784.00		2,784.00
District Counsel	6,601.33		6,601.33
Postage & Shipping	45.95		45.95
Legal Advertising	3,434.95		3,434.95
Miscellaneous	175.19		175.19
Web Site Maintenance	3,320.00		3,320.00
Dues, Licenses, and Fees	175.00		175.00
Electric	693.21		693.21
Water Reclaimed	4,009.61		4,009.61
General Insurance	2,750.00		2,750.00
Property & Casualty	200.00		200.00
Irrigation	10,340.80		10,340.80
Landscaping Maintenance & Material	59,556.28		59,556.28
Tree Trimming	10,500.00		10,500.00
Flower & Plant Replacement	17,173.00		17,173.00
Contingency	13.35		13.35
IME - Aquatics Maintenance	801.58		801.58
IME - Irrigation	753.36		753.36
IME - Landscaping	22,280.06		22,280.06
IME - Lighting	191.50		191.50
IME - Miscellaneous	36.60		36.60
IME - Water Reclaimed	98.10		98.10
Streetlights	25,095.94		25,095.94
Personnel Leasing Agreement	9,119.92		9,119.92
Engineering		\$54,287.78	54,287.78
District Counsel		1,505.00	1,505.00
Legal Advertising		377.75	377.75
Contingency		304,312.03	304,312.03
Total Expenses	\$206,733.09	\$360,482.56	\$567,215.65
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Interest Income	\$4.71		\$4.71
Total Other Revenues (Expenses) & Gains (Losses)	\$4.71	\$0.00	\$4.71
Change In Net Assets	(\$31,728.38)	(\$37,550.34)	(\$69,278.72)
Net Assets At Beginning Of Year	(\$4,030.12)	(\$74,789.43)	(\$78,819.55)
Net Assets At End Of Year	(\$35,758.50)	(\$112,339.77)	(\$148,098.27)

Midtown Improvement District
 Budget to Actual
 For the Month Ending 05/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
Revenues					
Developer Contributions	\$ 175,000.00	\$ 304,124.22	\$ (129,124.22)	\$ 456,186.33	38.36%
Net Revenues	\$ 175,000.00	\$ 304,124.22	\$ (129,124.22)	\$ 456,186.33	38.36%
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ 1,000.00	\$ 8,000.00	\$ (7,000.00)	\$ 12,000.00	8.33%
Financial & Administrative					
Public Officials' Liability Insurance	2,250.00	1,800.00	450.00	2,700.00	83.33%
Trustee Services	-	5,000.00	(5,000.00)	7,500.00	0.00%
Management	23,333.36	23,333.33	0.03	35,000.00	66.67%
Engineering	2,784.00	6,666.67	(3,882.67)	10,000.00	27.84%
Dissemination Agent	-	3,333.33	(3,333.33)	5,000.00	0.00%
Property Appraiser	-	1,333.33	(1,333.33)	2,000.00	0.00%
District Counsel	6,601.33	20,000.00	(13,398.67)	30,000.00	22.00%
Assessment Administration	-	5,000.00	(5,000.00)	7,500.00	0.00%
Reamortization Schedules	-	166.67	(166.67)	250.00	0.00%
Audit	-	4,000.00	(4,000.00)	6,000.00	0.00%
Travel and Per Diem	-	200.00	(200.00)	300.00	0.00%
Telephone	-	33.33	(33.33)	50.00	0.00%
Postage & Shipping	45.95	666.67	(620.72)	1,000.00	4.60%
Copies	-	1,666.67	(1,666.67)	2,500.00	0.00%
Legal Advertising	3,434.95	5,000.00	(1,565.05)	7,500.00	45.80%
Bank Fees	-	240.00	(240.00)	360.00	0.00%
Miscellaneous	175.19	666.64	(491.45)	1,000.00	17.52%
Office Supplies	-	166.67	(166.67)	250.00	0.00%
Property Taxes	-	666.67	(666.67)	1,000.00	0.00%
Web Site Maintenance	3,320.00	4,000.00	(680.00)	6,000.00	55.33%
Holiday Decorations	-	1,333.33	(1,333.33)	2,000.00	0.00%
Dues, Licenses, and Fees	175.00	166.67	8.33	250.00	70.00%
Total General & Administrative Expenses	\$ 43,119.78	\$ 93,439.98	\$ (50,320.20)	\$ 140,160.00	30.76%

Midtown Improvement District
 Budget to Actual
 For the Month Ending 05/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 693.21	\$ 3,040.00	\$ (2,346.79)	\$ 4,560.00	15.20%
Water-Sewer Combination Services					
Water Reclaimed	4,009.61	12,666.67	(8,657.06)	19,000.00	21.10%
Other Physical Environment					
General Insurance	2,750.00	2,000.00	750.00	3,000.00	91.67%
Property & Casualty Insurance	200.00	1,266.67	(1,066.67)	1,900.00	10.53%
Other Insurance	-	66.67	(66.67)	100.00	0.00%
Irrigation Repairs	10,340.80	13,933.33	(3,592.53)	20,900.00	49.48%
Landscaping Maintenance & Material	59,556.28	71,014.40	(11,458.12)	106,521.60	55.91%
Tree Trimming	10,500.00	5,066.67	5,433.33	7,600.00	138.16%
Flower & Plant Replacement	17,173.00	10,133.33	7,039.67	15,200.00	112.98%
Contingency	13.35	22,246.27	(22,232.92)	33,369.40	0.04%
Pest Control	-	658.67	(658.67)	988.00	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	801.58	966.72	(165.14)	1,450.08	55.28%
IME - Irrigation Repairs	753.36	912.00	(158.64)	1,368.00	55.07%
IME - Landscaping	22,280.06	24,798.01	(2,517.95)	37,197.01	59.90%
IME - Lighting	191.50	228.00	(36.50)	342.00	55.99%
IME - Miscellaneous	36.60	1,185.60	(1,149.00)	1,778.40	2.06%
IME - Water Reclaimed	98.10	456.00	(357.90)	684.00	14.34%
Road & Street Facilities					
Entry and Wall Maintenance	-	760.00	(760.00)	1,140.00	0.00%
Hardscape Maintenance	-	2,026.67	(2,026.67)	3,040.00	0.00%
Streetlights	25,095.94	21,210.73	3,885.21	31,816.10	78.88%
Accent Lighting	-	506.67	(506.67)	760.00	0.00%
Parks & Recreation					
Personnel Leasing Agreement	9,119.92	9,120.00	(0.08)	13,680.00	66.67%
Reserves					
Infrastructure Capital Reserve	-	5,624.00	(5,624.00)	8,436.00	0.00%
Interchange Maintenance Reserve	-	797.16	(797.16)	1,195.73	0.00%
Total Field Operations Expenses	\$ 163,613.31	\$ 210,684.24	\$ (47,070.93)	\$ 316,026.33	51.77%
Total Expenses	\$ 206,733.09	\$ 304,124.22	\$ (97,391.13)	\$ 456,186.33	45.32%
Income (Loss) from Operations	\$ (31,733.09)	\$ -	\$ (31,733.09)	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 4.71	\$ -	\$ 4.71	\$ -	
Total Other Income (Expense)	\$ 4.71	\$ -	\$ 4.71	\$ -	
Net Income (Loss)	\$ (31,728.38)	\$ -	\$ (31,728.38)	\$ -	