

BOGGY CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Tuesday, November 19, 2019, at 3:30 p.m. 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey	Chair
Damon Ventura	Vice-Chair
Thad Czapka	Assistant Secretary
Heather Isaacs	Assistant Secretary

Also, attending:

Jennifer Walden	PFM
Tucker Mackie	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor & Construction Committee member
Scott Thacker	District Landscape Supervisor & Construction Committee member
Amanda Lane	PFM (via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for any public comments on any agenda items. There were no members of the public present.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the October 15, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the October 15, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the October 15, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Mr. Gasaway's Resignation Letter & Naming a Replacement Supervisor for Seat 3

Ms. Walden explained that Mr. Gasaway provided his resignation from the Board. Ms. Walden recommended a motion to accept the resignation.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted Mr. Gasaway's Resignation Letter.

Ms. Walden noted that the resignation created a vacancy on the Board and called for nominations naming a replacement Supervisor for Seat 3.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District appointed Mr. Chad Tinetti to fill the vacant seat.

FIFTH ORDER OF BUSINESS

Consideration of OUC Master Lighting Installation, Upgrade and Service Agreement – Nemours Parkway West

Mr. Kaufmann presented the Master Lighting Installation, Upgrade and Service Agreement (Minutes Exhibit A). The proposal includes a fee for approximately \$12,000.00 per month. Dr. Levey asked if it was consistent with the District's other lighting agreements. Mr. Kaufmann replied yes. Dr. Levey noted that the banner arms were deleted and that was the question at hand before.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the OUC Master Lighting Installation, Upgrade and Service Agreement – Nemours Parkway West.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-01, Adopting an Amended Budget for FY 2019

Ms. Walden explained that with the Fiscal Year 2019 budget there were several line items that went over the threshold of 10% or \$10,000.00. Dr. Levey reviewed the budget and noted that District Management was realigning categorical expenditures. Ms. Walden noted that if certain line items go over \$10,000 or 10% of a line item then the Board should amend the budget per the budget resolution that was adopted. Dr. Levey asked if the Board needed to revise the budget if the overall budget did not experience a loss. Ms. Mackie stated that it is a requirement for the Board to amend the budget if the thresholds are exceeded Ms. Walden added that the District has 60 days from the end of the fiscal year to do so.

On Motion by Mr. Ventura, second by Ms. Isaacs, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2020-01, Adopting an Amended Budget for FY 2019.

SEVENTH ORDER OF BUSINESS

Consideration of Special Warranty Deed to the City of Orlando Conveying Lift Station No. 10 within Lake Nona Town Center Phase 2

Ms. Mackie explained that the District has completed Nemours Parkway West and in connection with that has constructed a lift station. At the conclusion of these projects the District dedicates by Deed to the City of Orlando these lift station tracts for ownership, operation, and maintenance. She noted there were also several easements that were required just outside the right-of-way and for a force main along the 417 that then turned south toward the lift station. Those easements have been reviewed and considered but are not easements that the District needs to dedicate to the City. Dedication ensures that the City receives fee title to the lift station and all the easements necessary from the Landowner.

Ms. Isaacs asked if there was an acceptance letter from the City stating that they accept the lift station as it is and there is no way they can come back to the Board and request the District to make any improvements. Mr. Newton responded that the District has a Certificate of Completion from the City. The City code says that issuance of a Certificate of Completion is their acceptance for the improvements.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Special Warranty Deed to the City of Orlando Conveying Lift Station No. 10 within Lake Nona Town Center Phase 2.

EIGHTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2018-107R-2 & 2018-110 – 2018-118 paid in October 2019 in an amount totaling \$869,597.73

Board Members reviewed the Requisition Nos. 2018-107R-2 & 2018-110 – 2018-118 paid in October 2019 in an amount totaling \$869,597.73.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Requisition Nos. 2018-107R-2 & 2018-110 – 2018-118 paid in October 2019 in an amount totaling \$869,597.73.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in October 2019 in an amount totaling \$166,197.84

Board Members reviewed the Operation & Maintenance expenditures paid in October 2019 in an amount totaling \$166,197.84.

On Motion by Ms. Isaacs, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified the Operation & Maintenance expenditures paid in October 2019 in an amount totaling \$166,197.84.

TENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann recommended a Work Authorization to Donald W. McIntosh Associates, Inc. for the sketches and descriptions of all of the utilities and rights-of-ways outside the boundary of the right-of-way for Nemours West in the amount of \$5,250.00.

On Motion by Ms. Isaacs, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization in the amount of \$5,250.00 to Donald W. McIntosh Associates, Inc. for the sketches and descriptions of all of the utilities and rights-of-ways outside the boundary of the right-of-way for Nemours West.

ELEVENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Board Members reviewed the Statement of Financial Position and Budget to Actual. Ms. Walden stated that the first four pages show the financials through the end of Fiscal Year 2019 and reflect what the Board saw with amending the budget. The items after that are for the first month of the new fiscal year. She explained that the District is running under budget. No action is required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No Report

District Manager –

Ms. Walden noted that the next Board Meeting is scheduled for Tuesday, December 17, 2019.

District Engineer –

Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit B). He explained that there are only two active projects with the District at this point. Nemours Parkway Phase 7 which has been completed and is open to traffic. The only thing keeping the District from closing it out is the startup of the lift station in the Greenway District. He reminded the Board that this is a shared project. The second is the traffic

signal at Helios and Lake Nona Boulevard should be started within the next couple of weeks with the prep work. The signal should go up in late January or early February.

Construction Supervisor – No Report

THIRTEENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Czapka, second by Mr. Ventura, with all in favor, the November 19, 2019 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.


Secretary/Assistant Secretary


Chair/Vice Chair



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
NEMOURS PARKWAY WEST

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

This Master Lighting Installation, Upgrade and Service Agreement ("**Agreement**") is entered into this _____ day of _____, 20__, 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 **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 12051 Corporate Blvd., Orlando, FL 32817 (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:

**BOGGY CREEK IMPROVEMENT
DISTRICT**, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 10-0579019

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, 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

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

By: _____

Clint Bullock
General Manager & CEO

Name: _____

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

Attest: _____

Attorney for OUC

Name: _____

Date: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, 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

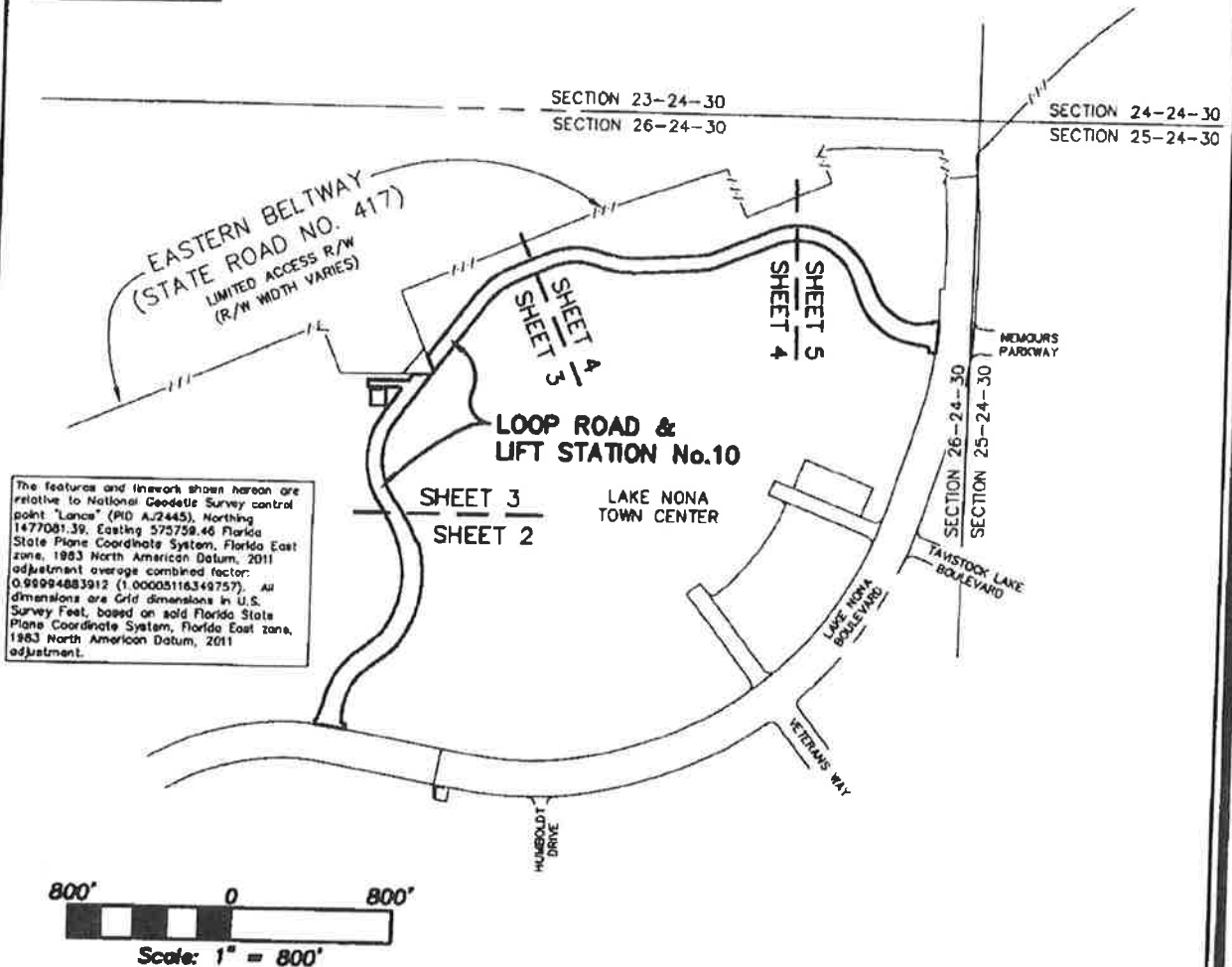
SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

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



KEY MAP



PREPARED FOR:
BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No. 10

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

Scott Grossman February 19, 2018
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH CHECKED BY: SG JOB NO. SCALE SHEET 1
DATE: 2/2018 DATE: 2/2018 16193.011 1"=800' OF 8

SKETCH OF DESCRIPTION

MATCH LINE
SEE SHEET 3



Scale: 1" = 200'

The features and line work shown hereon are relative to National Geodetic Survey control point "Lance" (PD AJ2445), Northing 1477981.30, Easting 575758.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.89994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

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

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1339.93'	47°3'14"	98.71'	98.88'	N81°38'45"W
C2	110.00'	18°59'48"	38.39'	38.20'	N19°32'59"E
C3	100.00'	19°58'04"	34.85'	34.67'	N19°33'51"E
C4	404.33'	43°02'11"	303.70'	298.61'	N31°05'54"E
C5	295.87'	23°40'29"	122.17'	121.30'	N40°46'45"E
C6	470.67'	48°00'12"	364.33'	382.90'	N04°56'25"E
C7	854.63'	14°42'59"	219.51'	218.91'	N26°25'11"W
C11	566.00'	14°36'26"	141.75'	141.37'	S26°28'27"E
C12	31.00'	53°38'30"	29.02'	27.97'	S45°59'28"E
C13	569.17'	45°35'53"	452.97'	441.11'	S06°08'34"W
C14	394.17'	23°40'29"	162.87'	161.72'	S40°46'45"W
C15	305.83'	43°03'54"	229.87'	224.50'	S31°05'02"W
C16	100.00'	15°12'13"	28.54'	28.46'	S01°56'59"W
C17	100.00'	15°12'13"	28.54'	28.46'	S01°56'59"W

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	N79°32'07"W	488.92'
L2	N79°32'07"W	54.34'
L3	N07°04'54"E	26.70'
L4	S80°26'55"E	11.47'
L5	N09°33'05"E	4.00'
L6	N52°37'00"E	101.26'
L7	N19°03'41"W	2.89'
L25	S52°37'00"W	101.26'
L26	S09°33'05"W	18.93'
L27	S09°33'05"W	4.00'
L28	S80°34'50"E	24.46'
L29	S09°25'10"W	25.71'

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



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: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
18193.011

SCALE
1"=200'

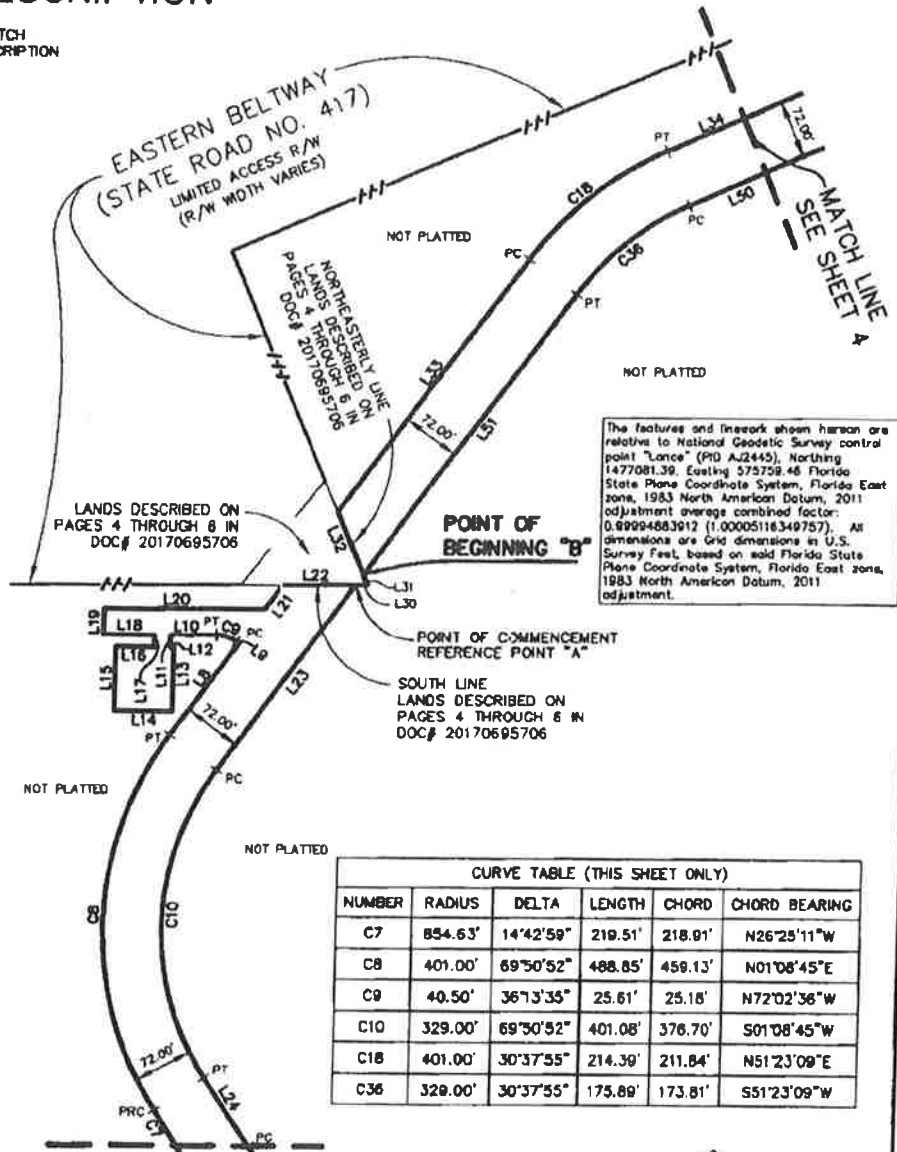
SHEET 2
OF 8

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

NUMBER	BEARING	DISTANCE
L8	N36°04'11"E	139.59'
L9	N53°55'49"W	4.22'
L10	S89°50'36"W	56.56'
L11	S00°09'24"E	15.00'
L12	N89°50'36"E	4.00'
L13	S00°09'24"E	79.00'
L14	S89°50'36"W	71.00'
L15	N00°09'24"W	79.00'
L16	N89°50'36"E	47.00'
L17	N00°09'24"W	15.00'
L18	S89°50'36"W	62.12'
L19	N00°09'24"W	32.00'
L20	N89°50'36"E	197.02'
L21	N36°04'11"E	37.20'
L22	N89°50'51"E	89.25'
L23	S36°04'11"W	281.99'
L24	S33°46'41"E	100.33'
L30	N89°50'51"E	14.74'
L31	N23°17'53"W	13.82'
L32	N23°17'53"W	63.68'
L33	N36°04'11"E	384.03'
L34	N86°42'07"E	191.38'
L50	S86°42'07"W	191.38'
L51	S36°04'11"W	426.66'



The features and line work shown herein are relative to National Geodetic Survey control point "Lance" (PID A2445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on old Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

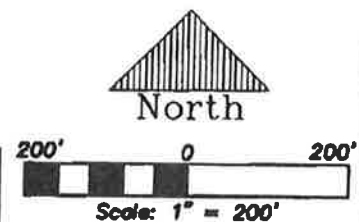
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C7	854.63'	14°42'59"	219.51'	218.01'	N26°25'11"W
C8	401.00'	69°50'52"	488.85'	459.13'	N01°08'45"E
C9	40.50'	36°13'35"	25.61'	25.18'	N72°02'36"W
C10	329.00'	69°50'52"	401.08'	376.70'	S01°08'45"W
C18	401.00'	30°37'55"	214.39'	211.84'	N51°23'09"E
C36	329.00'	30°37'55"	175.89'	173.81'	S51°23'09"W

PREPARED FOR:
BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

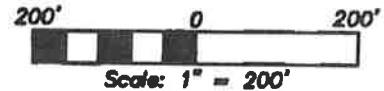
DRAWN BY: PH CHECKED BY: SG JOB NO. 16193.011 SCALE 1"=200' SHEET 3 OF 8
DATE: 2/2018 DATE: 2/2018



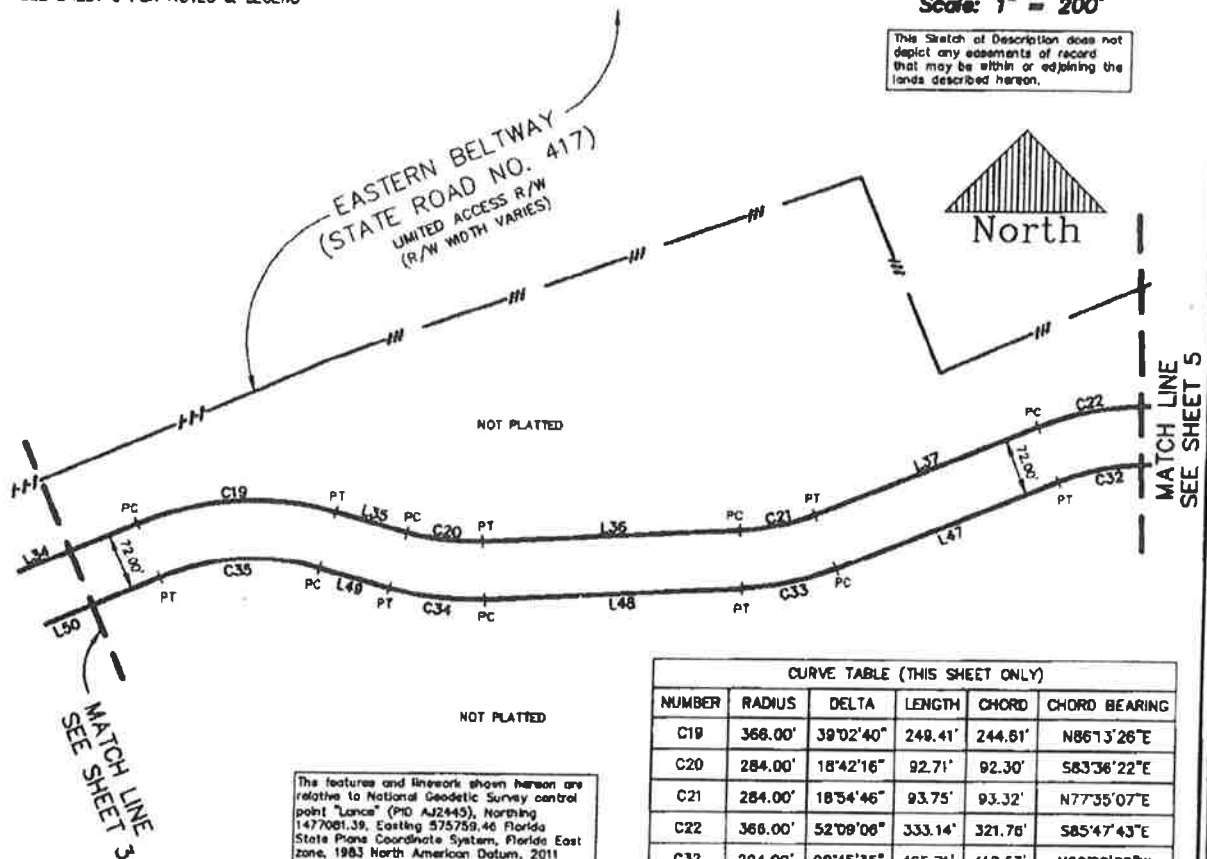
This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND



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



The features and line work shown herein are relative to National Geodetic Survey control point "Lance" (P10 AJ2445), Northing 1477001.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994863912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on solid Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C19	366.00'	39°02'40"	249.41'	244.61'	N86°13'26"E
C20	284.00'	18°42'16"	92.71'	92.30'	S83°36'22"E
C21	284.00'	18°54'46"	93.75'	93.32'	N77°35'07"E
C22	366.00'	52°09'06"	333.14'	321.76'	S85°47'43"E
C32	294.00'	90°45'35"	465.71'	418.53'	N66°29'28"W
C33	356.00'	18°54'46"	117.51'	116.98'	S77°35'07"W
C34	356.00'	18°42'16"	118.22'	115.70'	N83°36'22"W
C35	294.00'	39°02'40"	200.35'	196.48'	S86°13'26"W

LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L34	N66°42'07"E	191.38'
L35	S74°15'14"E	90.52'
L36	N87°02'30"E	315.27'
L37	N68°07'44"E	292.43'
L47	S88°07'44"W	292.43'
L48	S87°02'30"W	315.27'
L49	N74°15'14"W	90.52'
L50	S66°42'07"W	191.38'

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10

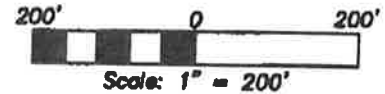


DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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DATE: 2/2018	DATE: 2/2018			

SKETCH OF DESCRIPTION

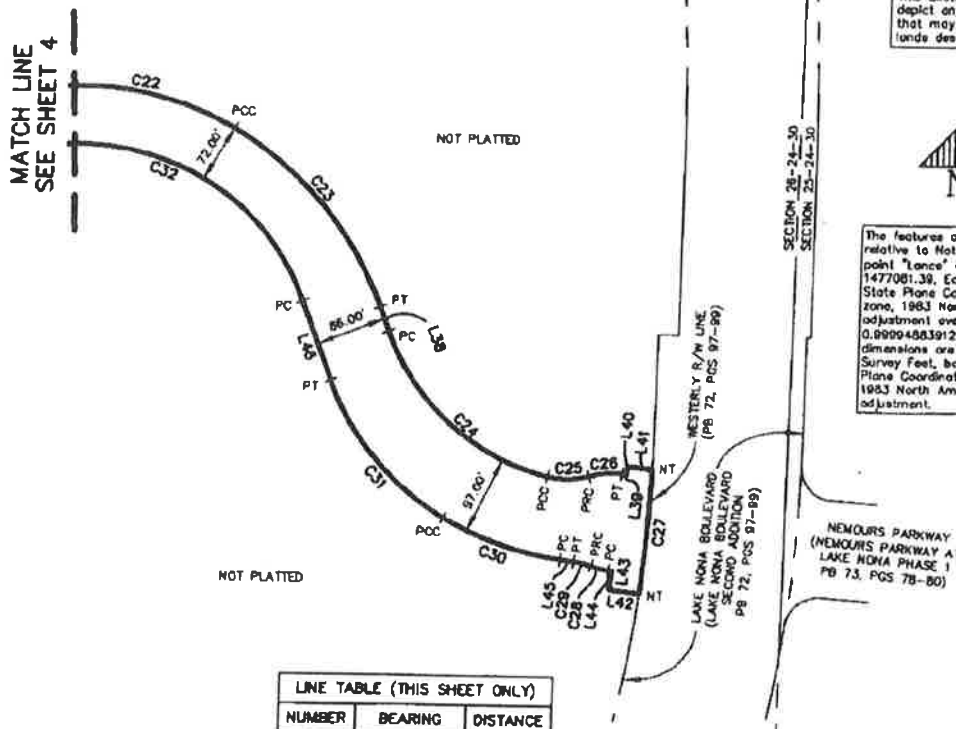
SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND



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



The features and linework shown herein are relative to National Geodetic Survey control point "Tance" (PID AJ2445), Northing 1477081.38, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.9999483912 (1.00005118349757). All dimensions are Grid dimensions in U.S. Survey feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L38	S21°06'41"E	31.42'
L39	S83°06'23"E	5.86'
L40	N08°37'36"E	10.36'
L41	S83°06'39"E	29.55'
L42	N83°06'23"W	36.59'
L43	N08°33'37"E	22.92'
L44	N83°06'23"W	4.00'
L45	N83°06'23"W	17.00'
L46	N21°06'41"W	102.72'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C22	366.00'	52°09'06"	333.14'	321.76'	S85°47'43"E
C23	430.05'	38°36'29"	289.79'	284.34'	S40°24'55"E
C24	285.00'	55°48'26"	277.60'	266.75'	S49°00'54"E
C25	100.00'	29°34'06"	51.81'	51.04'	N88°17'50"E
C26	100.00'	23°22'50"	40.81'	40.52'	N85°12'12"E
C27	1644.92'	5°19'46"	153.00'	152.95'	S04°10'32"W
C28	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C29	100.00'	12°50'19"	22.41'	22.36'	N76°41'13"W
C30	382.00'	23°18'05"	159.35'	154.29'	N71°27'20"W
C31	331.89'	38°41'37"	224.13'	219.90'	N40°27'29"W
C32	294.00'	90°45'35"	465.71'	418.53'	N66°28'28"W

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT

LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH
DATE: 2/2018

CHECKED BY: SG
DATE: 2/2018

JOB NO.
16193.011

SCALE
1"=200'

SHEET 5
OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

DESCRIPTION:

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

Commence at the Northeast corner of Lake Nona Boulevard, according to the plat of LAKE NONA BOULEVARD THIRD ADDITION, as recorded in Plat Book 72, Pages 135 through 139, of the Public Records of Orange County, Florida; thence N79°32'07"W along the Northerly right-of-way line of said Lake Nona Boulevard, 488.92 feet to POINT OF BEGINNING "A"; thence continue N79°32'07"W along said Northerly right-of-way line, 54.34 feet to the point of curvature of a curve concave Southerly having a radius of 1339.93 feet and a chord bearing of N81°38'45"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 04°13'14" for a distance of 98.71 feet to a non-tangent line; thence departing said Northerly right-of-way line run N07°04'54"E, 26.70 feet; thence S80°26'55"E, 11.47 feet; thence N09°33'05"E, 4.00 feet to the point of curvature of a curve concave Easterly having a radius of 110.00 feet and a chord bearing of N19°32'59"E; thence Northerly along the arc of said curve through a central angle of 19°59'48" for a distance of 38.39 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of N19°33'51"E; thence Northerly along the arc of said curve through a central angle of 19°58'04" for a distance of 34.85 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 404.33 feet and a chord bearing of N31°05'54"E; thence Northeasterly along the arc of said curve through a central angle of 43°02'11" for a distance of 303.70 feet to the point of tangency; thence N52°37'00"E, 101.26 feet to the point of curvature of a curve concave Northwesterly having a radius of 295.67 feet and a chord bearing of N40°46'45"E; thence Northeasterly along the arc of said curve through a central angle of 23°40'29" for a distance of 122.17 feet to the point of compound curvature of a curve concave Westerly having a radius of 470.67 feet and a chord bearing of N04°56'25"E; thence Northerly along the arc of said curve through a central angle of 48°00'12" for a distance of 394.33 feet to the point of tangency; thence N19°03'41"W, 2.89 feet to the point of curvature of a curve concave Southwesterly having a radius of 854.63 feet and a chord bearing of N26°25'11"W; thence Northwesterly along the arc of said curve through a central angle of 14°42'59" for a distance of 219.51 feet to the point of reverse curvature of a curve concave Easterly having a radius of 401.00 feet and a chord bearing of N01°08'45"E; thence Northerly along the arc of said curve through a central angle of 69°50'52" for a distance of 488.85 feet to the point of tangency; thence N36°04'11"E, 139.59 feet; thence N53°55'49"W, 4.22 feet to the point of curvature of a curve concave Southerly having a radius of 40.50 feet and a chord bearing of N72°02'36"W; thence Westerly along the arc of said curve through a central angle of 36°13'35" for a distance of 25.61 feet to the point of tangency; thence S89°50'36"W, 56.56 feet; thence S00°09'24"E, 15.00 feet; thence N89°50'36"E, 4.00 feet; thence S00°09'24"E, 79.00 feet; thence S89°50'36"W, 71.00 feet; thence N00°09'24"W, 79.00 feet; thence N89°50'36"E, 47.00 feet; thence N00°09'24"W, 15.00 feet; thence S89°50'36"W, 62.12 feet; thence N00°09'24"W, 32.00 feet; thence N89°50'36"E, 197.02 feet; thence N36°04'11"E, 37.20 feet to the South line of lands described on Pages 4 through 6 in Official Records Document Number 20170695706, of the Public Records of Orange County, Florida; thence N89°50'51"E along said South line, 89.25 feet to Reference Point "A"; thence departing said South line run S36°04'11"W, 281.99 feet to the point of curvature of a curve concave Easterly having a radius of 329.00 feet and a chord bearing of S01°08'45"W; thence Southerly along the arc of said curve through a central angle of 69°50'52" for a distance of 401.08 feet to the point of tangency; thence S33°46'41"E, 100.33 feet to the point of curvature of a curve concave Southwesterly having a radius of 556.00 feet and a chord bearing of S26°28'27"E; thence Southeasterly along the arc of said curve through a central angle of 14°36'28" for a distance of 141.75 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 31.00 feet and a chord bearing of S45°59'28"E; thence Southeasterly along the arc of said curve through a central angle of 53°38'30" for a distance of 29.02 feet to a point on a non-tangent curve concave Westerly having a radius of 569.17 feet and a chord bearing of S06°08'34"W; thence Southerly along the arc of said curve through a central angle of 45°35'53" for a distance of 452.97 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 394.17 feet and a chord bearing of S40°46'45"W; thence Southwesterly along the arc of said curve through a central angle of 23°40'29" for a distance of 162.87 feet to the point of tangency; thence S52°37'00"W, 101.26 feet to the point of curvature of a curve concave Southeasterly having a radius of 305.83 feet and a chord bearing of S31°05'02"W; thence Southwesterly along the arc of said curve through a central angle of 43°03'54" for a distance of 229.87 feet to the point of tangency; thence S09°33'05"W, 18.93 feet to the point of curvature of a curve concave Easterly having a radius of 100.00 feet and a chord bearing of S01°56'59"W; thence Southerly along the arc of said curve through a central angle of 15°12'13" for a distance of 26.54 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of S01°56'59"W; thence Southerly along the arc of said curve through a central angle of 15°12'13" for a distance of 26.54 feet to the point of tangency; thence S09°33'05"W, 4.00 feet; thence S80°34'50"E, 24.46 feet; thence S09°25'10"W, 25.71 feet to POINT OF BEGINNING "A".

AND:

LEGAL DESCRIPTION CONTINUED ON SHEET 7

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 2/2018	DATE: 2/2018	16193.011	N/A	6
				OF 8

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION CONTINUED FROM SHEET 6

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

Commence at the aforesaid Reference Point "A"; thence N88°50'51"E along the aforesaid South line of lands described on Pages 4 through 6 in Official Records Document Number 20170695706 for a distance of 14.74 feet to the Northeastly line of said lands described on Pages 4 through 6 in Official Records Document Number 20170695706; thence N23°17'53"W along said Northeastly line, 13.82 feet to POINT OF BEGINNING "B"; thence continue N23°17'53"W along said Northeastly line, 83.68 feet; thence departing said Northeastly line run N36°04'11"E, 384.03 feet to the point of curvature of a curve concave Southeastly having a radius of 401.00 feet and a chord bearing of N51°23'09"E; thence Northeastly along the arc of said curve through a central angle of 30°37'55" for a distance of 214.39 feet to the point of tangency; thence N66°42'07"E, 191.38 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of N86°13'26"E; thence Easterly along the arc of said curve through a central angle of 39°02'40" for a distance of 249.41 feet to the point of tangency; thence S74°15'14"E, 90.52 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of S83°36'22"E; thence Easterly along the arc of said curve through a central angle of 18°42'16" for a distance of 92.71 feet to the point of tangency; thence N87°02'30"E, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 284.00 feet and a chord bearing of N77°35'07"E; thence Easterly along the arc of said curve through a central angle of 18°54'46" for a distance of 93.75 feet to the point of tangency; thence N68°07'44"E, 292.43 feet to the point of curvature of a curve concave Southerly having a radius of 366.00 feet and a chord bearing of S85°47'43"E; thence Easterly along the arc of said curve through a central angle of 52°09'06" for a distance of 333.14 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 430.05 feet and a chord bearing of S40°24'55"E; thence Southeastly along the arc of said curve through a central angle of 38°36'29" for a distance of 289.79 feet to the point of tangency; thence S21°06'41"E, 31.42 feet to the point of curvature of a curve concave Northeastly having a radius of 285.00 feet and a chord bearing of S49°00'54"E; thence Southeastly along the arc of said curve through a central angle of 55°48'26" for a distance of 277.60 feet to the point of compound curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N88°17'50"E; thence Easterly along the arc of said curve through a central angle of 29°34'06" for a distance of 51.61 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N85°12'12"E; thence Easterly along the arc of said curve through a central angle of 23°22'50" for a distance of 40.81 feet to the point of tangency; thence S83°06'23"E, 5.86 feet; thence N06°37'36"E, 10.36 feet; thence S83°06'39"E, 29.55 feet to the Westerly 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 a point on a non-tangent curve concave Westerly having a radius of 1644.92 feet and a chord bearing of S04°10'32"W; thence Southerly along said Westerly right-of-way line and along the arc of said curve through a central angle of 05°19'46" for a distance of 153.00 feet to a non-tangent line; thence departing said Westerly right-of-way line run N83°06'23"W, 36.59 feet; thence N06°53'37"E, 22.92 feet; thence N83°06'23"W, 4.00 feet to the point of curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of reverse curvature of a curve concave Southerly having a radius of 100.00 feet and a chord bearing of N76°41'13"W; thence Westerly along the arc of said curve through a central angle of 12°50'19" for a distance of 22.41 feet to the point of tangency; thence N83°06'23"W, 17.00 feet to the point of curvature of a curve concave Northerly having a radius of 382.00 feet and a chord bearing of N71°27'20"W; thence Westerly along the arc of said curve through a central angle of 23°18'05" for a distance of 155.35 feet to the point of compound curvature of a curve concave Northeastly having a radius of 331.89 feet and a chord bearing of N40°27'29"W; thence Northwestly along the arc of said curve through a central angle of 38°41'37" for a distance of 224.13 feet to the point of tangency; thence N21°06'41"W, 102.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 294.00 feet and a chord bearing of N66°29'28"W; thence Northwestly along the arc of said curve through a central angle of 90°45'35" for a distance of 465.71 feet to the point of tangency; thence S68°07'44"W, 292.43 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of S77°35'07"W; thence Westerly along the arc of said curve through a central angle of 18°54'46" for a distance of 117.51 feet to the point of tangency; thence S87°02'30"W, 315.27 feet to the point of curvature of a curve concave Northerly having a radius of 356.00 feet and a chord bearing of N83°36'22"W; thence Westerly along the arc of said curve through a central angle of 18°42'16" for a distance of 116.22 feet to the point of tangency; thence N74°15'14"W, 90.52 feet to the point of curvature of a curve concave Southerly having a radius of 284.00 feet and a chord bearing of S86°13'26"W; thence Westerly along the arc of said curve through a central angle of 39°02'40" for a distance of 200.35 feet to the point of tangency; thence S66°42'07"W, 191.38 feet to the point of curvature of a curve concave Southeastly having a radius of 329.00 feet and a chord bearing of S51°23'09"W; thence Southwesterly along the arc of said curve through a central angle of 30°37'55" for a distance of 175.89 feet to the point of tangency; thence S36°04'11"W, 426.66 feet to POINT OF BEGINNING "B". This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Together containing 9.542 acres more or less when calculated in ground dimensions and being subject to any rights-of-way, restrictions and easements of record.

PREPARED FOR:

BOGGY CREEK IMPROVEMENT DISTRICT LAKE NONA TOWN CENTER
LOOP ROAD AND LIFT STATION No.10



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 2/2018	DATE: 2/2018	16193.011	N/A	7
				OF 8

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR KEY MAP
SEE SHEETS 2 THROUGH 5 FOR SKETCH
SEE SHEETS 6 & 7 FOR LEGAL DESCRIPTION
SEE SHEET 8 FOR NOTES & LEGEND

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 Northerly right-of-way line of Lake Nona Boulevard, LAKE NONA BOULEVARD THIRD ADDITION, Plat Book 72, Pages 135-139, of the Public Records of Orange County, Florida, as being N79°32'07"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.
- The features and linework shown hereon are relative to National Geodetic Survey control point "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.
- 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.

LEGEND

SECTION 26-24-30 SECTION, TOWNSHIP, RANGE

L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
PRC POINT OF REVERSE CURVATURE
PCC POINT OF COMPOUND CURVATURE
PC POINT OF CURVATURE
PT POINT OF TANGENCY
NT NON-TANGENT
R/W RIGHT-OF-WAY
PB PLAT BOOK
POB POINT OF BEGINNING
PG(S) PAGE(S)
DOC# OFFICIAL RECORDS DOCUMENT NUMBER
No. NUMBER

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				OF 8

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 West
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: 10-0579019

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 2562183178
Work Request No: 599881
Comments: _____

EXHIBIT 2

INITIAL LIGHTING PLAN

- (75ea) 125w LED GE Cobra Fixture / OUC # 036-23116
- (70ea) 28' Octagonal Concrete Pole, Jade Green, / OUC # 036-27500
- (75ea) 2 x 6' Aluminum Arm Black / OUC # 036-25029

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 [\$ 1233.03***]. 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



MEMORANDUM

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

DATE: November 19, 2019

TO: Boggy Creek 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. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

LAND PLANNERS

Construction Status: The roadway and trail have been completed and are currently open to traffic. Curb ramp connections to existing sidewalks on the west end of the project are anticipated to start this week and be completed by Thanksgiving. A landscape walk-through was conducted on 11/15/19. Substantial completion of the project is anticipated in late-November or early-December. The Greenway Improvement District will be invoicing this District in an estimated amount of \$776,384.98 for improvements within the BCID boundary.

SURVEYORS

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.



Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard – The New Florida Industrial Electric, Inc.

Construction Status: Initial work on this signal should be commencing within the next few weeks, with actual signal installation in late-January or early-February.

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

2200 Park Ave. North

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

Winter Park, FL

Thank you.

32789-2355

End of memorandum.

Fax 407-644-8318

c: Larry Kaufmann
Scott Thacker
Troy Davidson
Dan Young
Tarek Fahmy

407-644-4068

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**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
<u>1</u>	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
<u>2</u>	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Childrens's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	
<u>3</u>	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
<u>4</u>	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Approved	\$ 6,535,806.27	10/15/2019	10/15/2019	

Boggy Creek Improvement District
Traffic Signalization Improvements at the Intersection of Helios Boulevard and Lake Nona Boulevard
Change Order Log
The New Florida Industrial Electric, Inc.

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$496,199.44			
<u>1</u>	8/2/2019	Steel Mast Arm Assembly, furnished and installed	0	\$ 5,567.85	Approved	\$501,767.29	8/20/2019	8/20/2019	
<u>2</u>	9/17/2019	Plan Changes between NOA and Permit Approval	0	\$ 15,597.11	Approved	\$517,364.40	9/17/2019	9/17/2019	