

Boggy Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-382-3256

www.boggycreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Boggy Creek Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, February 20, 2018 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-877-864-6450

Participant Code: 933751

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the January 16, 2018 Board of Supervisors' Meeting**
- 2. **Consideration of the Minutes of the January 24, 2018 Board of Supervisors' Continued Meeting**

Business Matters

3. **Consideration of Release and Termination of Temporary Construction and Access Easement Agreement for Nemours Parkway West and Lift Station No. 10**
4. **Consideration of Temporary Construction and Access Easement Agreement for Nemours Parkway West and Lift Station No. 10**
5. **Consideration of Temporary Access License Agreement**
6. **Consideration of Conveyance of Medical City Drive Extension**
 - a. **Closing Statement and Schedule of Disbursements**
 - b. **Special Warranty Deed**
 - c. **Grant of Non-Exclusive Utility Landscape and Multi-Use Easement Agreement**
7. **Consideration of Landscape Improvements Proposal**
8. **Consideration of Requisition No. 357**
9. **Ratification of Requisition Nos. 353 – 360 Approved in January 2018 in an amount totaling \$94,284.96**
10. **Ratification of Operation and Maintenance Expenditures Paid in January 2018 in an amount totaling \$52,662.72**
11. **Recommendation of Work Authorizations/Proposed Services (if applicable)**
12. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer

4. Construction Supervisor
- B. Audience Comments, Supervisor Requests

Adjournment

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Minutes of the January 16, 2018
Board of Supervisors' Meeting

**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, January 16, 2018 3:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827. Members listed below constituted a quorum.

Richard Levey	Chairman
Damon Ventura	Vice Chair
Thad Czapka	Assistant Secretary

Also, attending:

Hank Fishkind	Fishkind & Associates, Inc.
Jennifer Walden	Fishkind & Associates, Inc.
Tucker Mackie	Hopping Green & Sams
Larry Kaufmann	Construction Supervisor
Jeff Newton	District Engineer
Stephen Flint	Tavistock Development
Scott Gasaway	Tavistock Development (joined at 3:31 p.m.)

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Levey called for any public comments on any agenda items. There were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of
Resignation of Skipper Peek
and Naming a Replacement
Supervisor**

Ms. Walden stated that Mr. Peek provided his resignation which is behind Tab 1 in the agenda package and noted that it was previously discussed that Mr. Gasaway would be taking that position. Mr. Gasaway joined the meeting in progress. Mr. Levey asked Mr. Gasaway if he was interested and willing to serve on the Board and he said yes. Mr. Levey requested a motion to accept the resignation of Mr. Peek.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Resignation of Mr. Skipper Peek.

Mr. Levey requested a motion to appoint Mr. Gasaway to take that vacant seat.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District appointed Mr. Scott Gasaway to fill vacant Seat 3.

Ms. Walden administered the Oath of Office to Mr. Gasaway. Ms. Walden stated that she has a new Board Member packet that she will give him after the Board Meeting which includes some documents that will need to be filled out.

FOURTH ORDER OF BUSINESS

**Consideration of Minutes of
the December 18, 2017
Board of Supervisors'
Meeting**

Board Members reviewed the minutes from the December 18, 2017 Board of Supervisors' Meeting.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Minutes of the December 18, 2017 Board of Supervisors' Meeting, as presented.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution
2018-02, Election of Officers**

Ms. Walden recommended naming Mr. Gasaway as Assistant Secretary and Ms. Burns as Secretary and keeping the remaining officers the same.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Resolution 2018-02, Election of Officers with Mr. Richard Levey as Chair, Mr. Damon Ventura as Vice Chair, Ms. Jill Burns as Secretary, Ms. Jennifer Walden, Mr. Thad Czapka and Mr. Scott Gasaway as Assistant Secretaries, Dr. Hank Fishkind as Treasurer and Ms. Jill Burns as Assistant Treasurer.

SIXTH ORDER OF BUSINESS

Consideration of Amended and Restated Personnel Leasing Agreement with Tavistock Development Management, LLC

Ms. Mackie explained that this is a carryover item from the last Board meeting where the wrong entity was named and Mr. Flint and Mr. Gasaway were named as Ms. Ragusa's replacement for the manager of maintenance. Ms. Mackie prepared a new agreement as opposed to an amendment. She stated that she also looked at the Construction Supervisor Agreement to see if any changes needed to be made to that document as well but given that it was just a name change from Lake Nona Management to Tavistock Management there is no need to do a new agreement if there were not any other substantive changes to that agreement. Ms. Mackie requested a motion to approve the Personnel Leasing Agreement with Tavistock Development Management, LLC. Mr. Levey added that both Mr. Flint and Mr. Gasaway will be considered administrators for this. Mr. Ventura asked if Mr. Gasaway can be an administrator on this as well as a Board Member. Ms. Mackie replied that it is acceptable.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Personnel Leasing Agreement with Tavistock Development Management, LLC.

SEVENTH ORDER OF BUSINESS

Consideration of Amended and Restated Engineer's Report for Capital Improvements

Dr. Fishkind stated that the report is in very good shape but that it is not ready to be adopted at this time. This item will be tabled until the next meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Nemours Parkway West & Lift Station No. 10 Hold Harmless Agreement & Requisition

Ms. Mackie explained that typically when the District goes to construct right-of-way it has previously been platted but it is not the case with Nemours Parkway although she thinks that it is imminent. She noted that the District may be going to obtain a permit prior to platting having been effectuated in which case the City requires of all Landowners a hold harmless agreement. Ms. Mackie said that the District does not have a choice but to approve this hold harmless agreement. She noted that it will be platted soon and with the District’s limitation on liability it is securing that event. Mr. Newton added that the letter is formatted for vertical construction but since the City issues building permits for horizontal construction too they use the same form. Mr. Gasaway asked about the anticipated bond amount. Ms. Mackie answered that because this project value exceeds \$1,000,000.00 the District was asked to provide a \$10,000.00 Bond. Mr. Levey asked if the bond is to secure the platting of the right-of-way then it should be refundable upon platting. Ms. Mackie and Mr. Kaufmann replied that is correct.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved Nemours Parkway West & Lift Station No. 10 Hold Harmless Agreement & Requisition.

NINTH ORDER OF BUSINESS

Ratification of Requisition Nos. 341 – 352 Approved in December 2017 in an amount totaling \$311,986.24

Board Members reviewed Requisition Nos. 341– 352 approved in December 2017 in an amount totaling \$311,986.24.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District ratified payment of Requisition Nos. 341– 352 approved in December 2017 in an amount totaling \$311,986.24.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in

December 2017 in the amount of \$72,897.61

Board Members reviewed the Operation & Maintenance expenditures paid in December 2017 in the amount of \$72,897.61.

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 Operation and Maintenance expenditures paid in December 2017 in the amount of \$72,897.61.

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann noted that behind Tab 9 are two Work Authorizations. The first is from AECOM for landscape and irrigation design of Medical City Drive. He stated that the Board approved the project as a CDD project at a previous Board meeting and is in the amount of \$17,175.00. Mr. Levey asked if the new design standards would be shared with AECOM prior to their initiating this project. Mr. Kaufmann said that it will be covered at the Construction Committee meeting on Thursday.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization from AECOM for landscape and irrigation design of Medical City Drive extension in the amount of \$17,175.00.

Mr. Kaufmann explained the second Work Authorization from is from Migre Engineers, LLC for the electrical design of Lift Station #10 which is a portion of Nemours Parkway West & Lift Station No. 10 project in the amount of \$4,000.00.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Work Authorization from Migre Engineers, LLC for electrical design of Lift Station #10 in the amount of \$4,000.00.

TWELFTH 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 through today's date. Dr. Fishkind noted that the District is running under budget at this point in the fiscal year. No action was required by the Board.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel - No Report

District Manager - Dr. Fishkind stated that Mr. MacLaren resigned from Fishkind & Associates and so Dr. Fishkind will be working on this District with Ms. Walden and other District staff. Ms. Walden mentioned that on Resolution 2018-02 she forgot that Ms. Issacs was never added to the list and should be included as an Assistant Secretary.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved including Ms. Heather Issacs as Assistant Secretary to Resolution 2018-02, Election of Officers.

District Engineer – Mr. Newton distributed the Construction Status Memorandum (Minutes Exhibit A). Mr. Newton noted that a notice of award was issued to Jon M. Hall Company for Nemours Parkway & Lift Station #10. He brought the contract documents to have the Chair execute those so once the permits are issued and the change order is received from John M. Hall then the District will issue a notice to proceed. Mr. Newton stated that he received bids for the intersection improvements and signalization of Lake Nona Boulevard at Tavistock Lakes Boulevard and Veterans Way and has recommendations on both of the road improvements and on the signalization improvements for the Board to consider which Mr. Kaufmann will discuss.

Construction Supervisor - Mr. Kaufmann explained that the District received bids yesterday for construction of the dual left turn lanes into Veterans Way and

the signal modifications at the intersection to accommodate those dual left lanes. The requested bids were not put out as an advertisement for the public because it was not required and for the scope of the work it did not seem appropriate to bid it out that way. Mr. Kaufmann passed out a bid summary sheet (Minutes Exhibit B) and noted that Jon M. Hall was the low bidder for the dual turn lane in the amount of \$132,054.00. Mr. Kaufmann added that this project will require the demo of the median and paving and drainage of that portion. Mr. Ventura asked why there was such a large discrepancy with the Jr. Davis number. Mr. Kaufmann stated that a major portion of this work is the MOT to keep traffic off the median while they do this work. Since Jon M. Hall is already here as the Contractor for the Loop Road and they already have their MOT set up that portion of the work should be considerably less than the other bidders and that is what the bid numbers show. Mr. Gasaway proposed that the District have a continuation on this until the Board has the scope sheets that identify all of the backups so the Board knows that it is buying a complete package before they commit to making an investment.

Mr. Newton presented a form of advertisement for Medical City Drive Phase 2 (Minutes Exhibit C). He believes that the plans will be ready to bid prior to the next scheduled Board Meeting. He distributed the form of the advertisement to the Board Members. Mr. Kaufmann asked Ms. Walden to get Mr. Gasaway a list of approved Contractors for this Board.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District authorized District Staff to place the Invitation to Bid for Lake Nona South Medical City Drive Phase 2.

Mr. Gasaway asked about the level of detail of the documents that the District is sending out to bid and when the District anticipates getting the bids back. Mr. Kaufmann said that the level of detail is a complete set of construction plans and once the District receives sufficient information from the City saying that they are going to approve the permit based on those construction plans. Mr. Kaufmann noted that once the advertisement is placed then the

contractors have 30 days to submit their bids but it can be extended by the Board. Mr. Newton mentioned that the plans were submitted to the City of Orlando before Christmas and he has received comments and are in the midst of responding to them. Once he responds to the comments it will be in good shape and probably be ready to bid. He noted that the landscape architect was just authorized today and their schedule is about 4 weeks. The District will probably advertise this in early to mid-February.

FOURTEENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

Mr. Levey stated he had an item that he wanted to discuss. He noted that for him it is better to segregate emails and correspondence to the District email address and noted that he would prefer receiving it separate from getting it at another business email address like Tavistock. Ms. Walden noted she would update his email preference moving forward. Mr. Ventura added that he would like to do the same. There was no other business to discuss.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the January 16, 2018 Meeting of the Board of Supervisors for the Boggy Creek Improvement District was continued to Wednesday, January 24, 2018 at 2:00 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827.

Secretary/Assistant Secretary

Chair/Vice Chair



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

MEMORANDUM

DATE: January 16, 2017
 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.

CIVIL ENGINEERS

Lake Nona Nemours Parkway West and Lift Station No. 10 – Jon M. Hall Company

LAND PLANNERS

Construction Status: The Notice of Award was issued on January 5, 2018. The contract documents are in process.

SURVEYORS

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

Recommended Motion: None at this time.

Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way - Roadway

Construction Status: Three bids were received on January 15, 2018. Staff is currently reviewing same.

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

Recommended Motion: Recommend award of contract after review of same with a not to exceed amount of \$170,000.00.

Lake Nona Boulevard Traffic Signal Modifications at Tavistock Lakes Boulevard and Veterans Way - Signal

Construction Status: Two bids were received on January 15, 2018. Staff is currently reviewing same.

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

Recommended Motion: Recommend award of contract after review of same with a not to exceed amount of \$45,000.00.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



Memorandum

*Re: Boggy Creek Improvement District
Construction Contract Status*

January 16, 2018

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Lake Nona South Medical City Drive Phase 2

Project Status: SFWMD Permit issued January 8, 2018. Plans under review at City of Orlando.

Recommended Motion: Approve and authorize the form for Invitation to Bid to be advertised in the newspaper.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Mr. Larry Kaufmann
Ms. Patrice Ragusa
Jason Good, P.E.
James C. Nugent, P.E.

EXHIBIT B

BID SUMMARY SHEET
BOGGY CREEK IMPROVEMENT DISTRICT
LAKE NONA BOULEVARD SIGNAL MODIFICATIONS
January 15, 2018

	JON M. HALL COMPANY	JMHC, INC.	JR. DAVIS CONSTRUCTION COMPANY
TAVISTOCK LAKES BOULEVARD	\$13,974.84	\$11,235.00	\$34,500.00
VETERANS WAY	\$118,079.16	\$157,658.00	\$304,928.60
TOTAL	\$132,054.00	\$168,893.00	\$339,428.60

INVITATION TO BID

**Boggy Creek Improvement District
Lake Nona South Medical City Drive Phase 2
City of Orlando, Florida**

Notice is hereby given that sealed Bid Proposals from previously pre-qualified bidders will be received until 11:00 a.m. on the _____ day of _____, 2018, by the Boggy Creek Improvement District, c/o District Engineer, John M. Florio, P.E., Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789, for the Lake Nona South Medical City Drive Phase 2 project in the Lake Nona development in the City of Orlando, Florida. Bids will be publicly opened at the address listed above after the 11:00 a.m. deadline.

Scope of Work: The proposed project involves paving, grading, drainage, utility and landscape/irrigation for approximately 500 linear feet of divided two-lane roadway.

ONLY PREVIOUSLY PRE-QUALIFIED BIDDERS WILL BE ALLOWED TO SUBMIT A BID PROPOSAL ON THIS PROJECT. In the event that a change in the status of a pre-qualified bidder has occurred, including a change of ownership or any other change which materially affects an element the District considered when initially qualifying contractors, the pre-qualified bidder must provide written notice of such change to the District within its Bid Proposal.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as they deem appropriate, if they determine in their discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a Bid Bond in an amount not less than 5% of the total bid to be retained as liquidated damages in the event the Successful Bidder fails to execute the Agreement and file the required bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award. A Performance and Payment Bond will also be required.

Any previously pre-qualified bidder who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, Fishkind & Associates, 12051 Corporate Boulevard, Orlando, FL 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Engineer's Bidding Documents. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Copies of the Engineer's Bidding Documents may be obtained by pre-qualified General Contractors from Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 (Phone 407-644-4068) for the sum of \$100.00 per set. Each set will contain the Contract Documents and Construction Plans. Make checks payable to Donald W. McIntosh Associates, Inc. If after purchasing Bidding Documents the Contractor chooses not to bid the Project, the Contractor may within seven (7) days, return the plans for a refund. To receive a refund the returned plans and contract documents must be in good condition and free from notations or written mark-ups.

Any and all questions relative to this project shall be directed in writing only to Jeffrey J. Newton, P.E., of Donald W. McIntosh Associates, Inc. at 2200 Park Avenue North, Winter Park, FL 32789 not later than 5:00 p.m. on _____, _____, 2018.

BOGGY CREEK IMPROVEMENT DISTRICT
_____, District Manager

Run Date: _____

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Minutes of the January 24, 2018
Board of Supervisors' Continued Meeting

BOGGY CREEK IMPROVEMENT DISTRICT
CONTINUED BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Continued Board of Supervisors' Meeting for the Boggy Creek Improvement District was called to order on Wednesday, January 24, 2018 2:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827. Members listed below constituted a quorum.

Richard Levey	Chairman
Damon Ventura	Vice Chair
Thad Czapka	Assistant Secretary

Also, attending:

Jill Burns	Fishkind & Associates, Inc
Larry Kaufmann	Construction Supervisor
Jeff Newton	District Engineer
Jennifer Walden	Fishkind & Associates, Inc. (via phone)
Tucker Mackie	Hopping Green & Sams (via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Levey called for any public comments on any agenda items. There were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of Award of
Lake Nona Boulevard
Traffic Signal Modifications
Project – Roadway
a) Construction
Committee
Recommendation**

Mr. Kaufmann explained that these are the modifications at the intersection of Veterans Way and Lake Nona Boulevard and the project is broken up into two bids that were requested. The first is for the turn lane and the low bidder for this project is Jon M. Hall Company in the amount of \$132,054.00. Mr. Kaufmann added that the Construction Committee recommends moving forward with Jon M. Hall Company for this project. Mr. Kaufmann mentioned that in addition to this there

is some landscaping that has to be replaced when the median is reduced which will be brought before the Board for the additional cost for landscaping. Mr. Newton clarified that this is for two intersections, the second is Tavistock Lakes and Lake Nona Boulevard. Mr. Levey requested a motion to award Lake Nona Boulevard Traffic Signal Modifications Project – Roadway to Jon M. Hall Company.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Construction Committee’s Recommendation to Award the Lake Nona Boulevard Signal Modifications Project – Roadway to Jon M. Hall Company in the amount of \$132,054.00.

FOURTH ORDER OF BUSINESS

**Consideration of Award of
Lake Nona Boulevard
Traffic Signal Modifications
Project – Signal
a) Construction
Committee
Recommendation**

Mr. Kaufmann explained that two bids were received for this project which is for modifications to the existing signal at Veterans Way and Lake Nona Boulevard and some modifications to the signal at Tavistock Lake Boulevard. The two bids received were from Traffic Engineering and Traffic Control Devices. Mr. Kaufmann noted that the Construction Committee recommends that the District use Traffic Control Devices for this project since they were the company that originally installed the traffic signals and all the control equipment. They are not the lowest bid and there is a difference of about \$5,000.00. Mr. Levey asked if there were rules that the District must receive two bids. Mr. Kaufmann answered that there are no rules that the District must receive two bids for this particular level of work. Mr. Newton added that the District has three pre-qualified signal contractors and the request was sent to all three. Mr. Levey asked Ms. Mackie if the Board is in good standing based on the Construction Committee’s recommendation to go with the higher cost firm. Ms. Mackie stated that public procurement was not required in the instant case, there is nothing to prevent the Board from adopting the Construction Committee’s recommendation given the other circumstances that Mr. Kaufmann mentioned.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District accepted the Construction Committee's Recommendation to Award the Lake Nona Boulevard Signal Modifications Project – Signal to Traffic Control Devices in the amount of \$40,025.00.

FIFTH ORDER OF BUSINESS

Consideration of Release and Termination of Corrective Temporary Construction and Access Easement Agreement for Beacon Park Boulevard Realignment

Ms. Mackie explained that when the District was constructing the Beacon Park Boulevard realignment the District entered into a Temporary Construction Easement Agreement with Greenway Park DRI and Greenway Park 1, LLC. Now that the roadway and punch list items have been completed, the Temporary Construction Easement is no longer needed and the request from the Developer was to release the easement so that it could be removed from title in relation to any future closing on related properties.

On Motion by Mr. Ventura, second by Mr. Czapka, with all in favor, the Board of Supervisors for the Boggy Creek Improvement District approved the Release and Termination of Corrective Temporary Construction and Access Easement Agreement for the Beacon Park Boulevard Realignment.

SIXTH ORDER OF BUSINESS

Staff Reports

District Counsel - No Report

District Manager - No Report

District Engineer – No Report

Construction Supervisor - No Report

SEVENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

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

On Motion by Mr. Czapka, second by Mr. Ventura, with all in favor, the January 24, 2018 Continued Meeting of the Board of Supervisors for the Boggy Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Release and Termination of Temporary Construction
and Access Easement Agreement for
Nemours Parkway West and Lift Station No. 10

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel LLP
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

RELEASE AND TERMINATION OF
TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT
(Nemours Parkway West and Lift Station No. 10)

THIS RELEASE AND TERMINATION OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the “**Termination**”) is made effective as of this _____ day of _____, 2018, by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (“**Grantee**”).

WITNESSETH:

WHEREAS, by virtue of that certain Temporary Construction and Access Easement Agreement (Nemours Parkway West and Lift Station No. 10) recorded January 12, 2018 under Document Number 20180028020, in the Public Records of Orange County, Florida (the “**Agreement**”), Grantor granted in favor of Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area (as defined therein) for access, ingress, egress, and to allow Grantee to complete the design, construction and installation of the Improvements (as defined herein) (collectively, the “**Easements**”); and

WHEREAS, Grantor and Grantee desire to terminate the Agreement and release all right, title and interest in and to the Easements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by Grantor and Grantee, Grantor and Grantee do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grantee represents that it is the sole holder of the Easements and that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easements to any party.

3. Grantee does hereby release, terminate, vacate and forever abandon all of its right, title, and interest in and to the Easement Area by virtue of the Agreement. Grantor and Grantee hereby acknowledge and agree that, from and after the date and time of recording of this Termination, the Agreement is hereafter null and void and of no further force or effect.

4. Grantor and Grantee are hereby released from, and relieved of, their respective obligations arising under, out of, or by virtue of the Easements and the Agreement, which are hereby terminated and cancelled as of the date and time of recording of this Termination.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Temporary Construction and Access Easement
Agreement for Nemours Parkway West
and Lift Station No. 10

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel LLP
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(Nemours Parkway West and Lift Station No. 10)

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into effective as of this ____ day of _____, 2018, by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 ("**Grantor**"), and **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 ("**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**," and separately as the "**Party**").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (collectively, the "**Easement Area**"); and

WHEREAS, the Grantee intends to complete the design, construction and installation of a permanent roadway on, over and upon the Easement Area, together with associated utility facilities, drainage facilities and landscaping (collectively, the "**Improvements**"); and

WHEREAS, until construction of the Improvements is completed, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easements**”).

3. **Term of Easement.** Upon the earlier of (i) receipt of a certificate of completion, or its equivalent, acceptance of the Improvements by the City of Orlando and dedication for public use, or (ii) recordation of a release in the Public Records of Orange County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easements granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easements granted herein.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easements set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing

party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easements granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

EXHIBIT "A"

Easement Area

[See Attached Sketch of Description CS# _____ - Pages]

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Temporary Access License Agreement

TEMPORARY ACCESS LICENSE AGREEMENT

THIS TEMPORARY ACCESS LICENSE AGREEMENT (the “**License**”) is made and entered into as of _____, 2018 (the “**Effective Date**”), by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNLC**”), to and in favor of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817(the “**District**”).

WITNESSETH:

WHEREAS, LNLC is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (collectively, the “**Access Area**”); and

WHEREAS, the District intends to complete the design, construction and installation of a permanent roadway abutting the Access Area which will include certain related roadway stub-out improvements on, over and upon the Access Area, together with associated utility facilities, drainage facilities and landscaping (collectively, the “**Improvements**”); and

WHEREAS, until construction of the Improvements is completed, LNLC desires to grant to the District a temporary, non-exclusive construction and access license on, upon, over, under, across and through the Access Area for the sole purpose of constructing the Improvements.

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. **Grant of License.** LNLC desires to grant in favor of the District, its supervisors, officers, employees, agents, consultants, sublicensees, and contractors (and their subcontractors, employees, and materialmen) a temporary, non-exclusive license for the limited purpose of providing access over, across, upon and through the Access Area and to allow the District to complete the design, construction and installation of the Improvements.
3. **Term of License.** The term of this License shall commence on the Effective Date and shall automatically terminate, without any further action being required by either party, upon the execution and recordation by the District and LNLC of a non-exclusive, permanent access easement over the Access Area. Upon the request of either party, the parties shall execute a termination of this License to evidence said automatic termination.
4. **Damage.** In the event that the District, its supervisors, officers, employees, agents, consultants, sublicensees, and contractors (and their subcontractors, employees, and materialmen) cause damage to the Access Area, the District, at its expense, agrees to immediately commence the restoration and repair of the same to as nearly as practical the original condition and grade that existed prior to such entry.

5. **Use of Property.** It is acknowledged and agreed that the license rights granted under this License are not exclusive and that LNLC shall have the right to use and enjoy the Access Area in any manner not inconsistent with the license rights created herein.

6. **Obligations of the District.** Any rights granted hereunder shall be exercised by the District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

7. **Insurance and Indemnity.**

(a) The District, its supervisors, officers, employees, agents, consultants, sublicensees, and contractors (and their subcontractors, employees, and materialmen) shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by LNLC. Nothing herein operates as a waiver of the District's sovereign immunity or the limits of liability under Florida law.

(b) To the extent allowed by law, the District agrees to defend, indemnify and hold harmless LNLC from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of any acts or omissions of the District, its supervisors, officers, employees, agents, consultants, sublicensees, and contractors (and their subcontractors, employees, and materialmen) of the rights and obligations set forth herein. LNLC agrees that nothing contained in this License shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

8. **Remedies upon Default.** In the event of a default under this License by any party hereto, the non-defaulting party shall provide the defaulting party written notice of such default, specifying in detail the actions required to cure same. The defaulting party shall be given thirty (30) days within which to cure such default. In the event the defaulting party fails to cure the default as provided herein, the non-defaulting may elect to: (i) revoke this License as to the defaulting party until such default is cured; (ii) pursue an action of specific performance against the defaulting party; or (iii) pursue an action for compensatory damages against the defaulting party; provided, the non-defaulting party shall only be entitled to recover its actual, third-party, out-of-pocket expenses directly attributable to the specified default. The foregoing shall be the sole and exclusive remedies hereunder.

9. **Amendments and Waivers.** This License may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties. No delay or omission of any party in the exercise of any right accruing upon any default of any party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this License by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this License.

10. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States

Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either party may from time to time designate by written notice in accordance with this section.

11. **Attorneys' Fees.** Should any action be brought arising out of this License, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this License.

12. **Recording.** This License may not be recorded in any public records.

13. **Miscellaneous.** This License contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this License, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this License, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this License; and each provision of this License shall be valid and enforceable to the fullest extent permitted by law. This License shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. The section headings in this License are for convenience only, shall in no way define or limit the scope or content of this License, and shall not be considered in any construction or interpretation of this License or any part hereof. Where the sense of this License requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this License shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same License. Time is of the essence of this License. This License shall be binding upon and inure to the benefit of LNLC, the District, and their respective successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, LNLC and the District have caused this License to be executed as of the Effective Date.

“LNLC”

Signed, sealed and delivered
in the presence of:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

“DISTRICT”

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

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

EXHIBIT "A"

Access Area

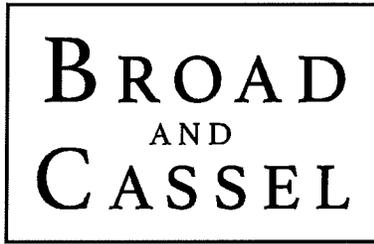
[See Attached Sketch of Description CS# _____ - ____ Pages]

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Conveyance of Medical City Drive Extension

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Closing Statement and
Schedule of Disbursements



CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS
(Medical City Drive Extension – Parcel 19C)

GRANTOR: LAKE NONA LAND COMPANY, LLC, a Florida limited liability company

GRANTEE: BOGGY CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes

PROPERTY: See Exhibit “A” attached hereto and incorporated herein by reference (the “Property”)

**TITLE AGENT/
CLOSING AGENT:** BROAD AND CASSEL LLP

CLOSING DATE: February 21, 2018

Conveyance Value \$ 98,475.00¹

¹ Conveyance Value is based on 1.313 acres x \$75,000.00 per acre for a total Conveyance Value of \$98,475.00.

EXPENSES:

CHARGE GRANTOR:

Recording Fees:

Eleventh Amendment Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community (5 pages)	\$	44.00
Special Warranty Deed (9 pages)	\$	78.00
Documentary Stamp Tax	\$	689.50
Grant of Non-Exclusive Utility, Landscape, and Multi-Use Path Easement Agreement (13 pages)	\$	112.00
Documentary Stamp Tax	\$	<u>.70</u>
Subtotal	\$	924.20

Title Charges:

Title Insurance Premium on Owner's Policy	\$	566.38
Title Search Fee (See Note 1)	\$	300.00
Title Update Fees (See Note 1)	\$	<u>100.00</u>
Subtotal	\$	966.38

Miscellaneous Expenses:

2018 Real Estate Taxes (See Note 3)	\$	0.51
Grantor's Attorneys' Fees and Costs ²	\$	<u>TBD</u>
Subtotal	\$	0.51

TOTAL EXPENSES: **\$ 1,891.09**

² Grantor's Attorneys' Fees and Costs are estimated through the Closing Date. Grantor shall remain liable for the actual fees and costs including those incurred post-closing.

RECEIPTS:

Cash at Closing	\$	98,475.00
Less: Expenses	\$	<u>1,891.09</u>
TOTAL RECEIPTS	\$	<u>96,583.91</u>

DISBURSEMENTS:

1.	Orange County Comptroller (<i>Recording Fees and Documentary Stamp Taxes</i>)	\$	924.20
2.	Orange County Tax Collector (<i>2018 Real Estate Taxes</i>)	\$	0.51
3.	First American Title Insurance Company (<i>Title Premium</i>)	\$	566.38
4.	First American Title Insurance Company (<i>Title Search Fee</i>)	\$	300.00
5.	First American Title Insurance Company (<i>Title Update Fees</i>)	\$	100.00
6.	Broad and Cassel LLP (<i>Grantor's Attorneys' Fees and Costs</i>)	\$	TBD
7.	Lake Nona Land Company, LLC (<i>Net Proceeds to Grantor</i>)	\$	<u>96,583.91</u>

TOTAL DISBURSEMENTS:	\$	<u>98,475.00</u>
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NOTES:

1. Per Rule 69O-186.003, a title search charge, abstract fee and closing charges must be shown on the closing statement.
2. 2018 Advance Real Property Taxes. 2018 real estate taxes have been prorated based upon the tax cutout value for a portion of Parcel Identification Number 36-24-30-0000-00004 as provided by the Orange County Tax Collector in that certain correspondence dated February 5, 2018 set forth in **Exhibit "B"** attached hereto and made a part hereof, at a per diem in the amount of \$0.01. Based upon a closing date of February 21, 2018, Grantor is responsible for 51 days for a total 2018 real estate taxes due in the amount of \$0.51.
3. The parties acknowledge that in preparing this Closing Statement and Schedule of Disbursements, Broad and Cassel LLP has necessarily relied upon the information provided by others and therefore cannot warrant the accuracy of that information. The parties agrees to cooperate after closing to correct or adjust this Closing Statement and Schedule of Disbursements, and to reimburse or pay appropriate amounts, in order to ensure that this Closing Statement and Schedule of Disbursements properly reflects the transaction. This Closing Statement and Schedule of Disbursements may be executed in multiple counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Closing Statement and Schedule of Disbursements.

THIS CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS HAS BEEN EXAMINED AND APPROVED as of the _____ day of _____, 2018.

GRANTOR:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and that they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

By: _____
James L. Zboril, President

GRANTEE:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

**BOGGY CREEK IMPROVEMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to and
governed by Chapter 190, Florida Statutes

By: _____
Name: _____
Title: _____

Settlement Agent Certification

I have reviewed the foregoing Closing Statement and Schedule of Disbursements, the lender's closing instructions if applicable, and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Settlement Agent Signature

Broad and Cassel LLP
Settlement Agent Name

Broad and Cassel LLP
Title Agency Holding Funds

Date Signed

N/A
Florida License Number

N/A
Florida License Number

EXHIBIT "A"

Property

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

Commence at the Southwest corner of the Southeast 1/4 of said Section 26; thence S86°57'14"W along the South line of the Southwest 1/4 of said Section 26, for a distance of 43.18 feet; thence departing said South line run N12°38'52"W, 233.60 feet to the point of curvature of a curve concave Westerly having a radius of 1196.00 feet and a chord bearing of N14°08'56"W; thence Northerly along the arc of said curve through a central angle of 03°00'09" for a distance of 62.67 feet to the POINT OF BEGINNING; thence continue Northerly along the arc of said curve having a radius of 1196.00 feet, a chord bearing of N26°00'04"W, through a central angle of 20°42'07" for a distance of 432.13 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 20.00 feet and a chord bearing of N24°24'41"W; thence Northwesterly along the arc of said curve through a central angle of 23°52'53" for a distance of 8.34 feet to the point of reverse curvature of a curve concave Westerly having a radius of 1203.42 feet and a chord bearing of N12°39'51"W; thence Northerly along the arc of said curve through a central angle of 00°23'14" for a distance of 8.13 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 35.00 feet and a chord bearing of N25°40'15"W; thence Northwesterly along the arc of said curve through a central angle of 25°37'35" for a distance of 15.65 feet to the point of tangency; thence N38°29'03"W, 12.01 feet to the Southerly right-of-way line of Laureate 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 and a point on a non-tangent curve concave Northwesterly having a radius of 1480.00 feet and a chord bearing of S56°45'51"W; thence Southwesterly along said Southerly right-of-way line and the arc of said curve through a central angle of 06°07'11" for a distance of 158.07 feet to a radial line; thence departing said Southerly right-of-way line run S30°10'34"E along said radial line, 60.00 feet to a point on a non-tangent curve concave Southerly having a radius of 40.00 feet and a chord bearing of S76°56'07"E; thence Easterly along the arc of said curve through a central angle of 86°28'53" for a distance of 60.38 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 1076.00 feet and a chord bearing of S24°40'21"E; thence Southeasterly along the arc of said curve through a central angle of 18°02'40" for a distance of 338.87 feet to a radial line; thence N74°20'59"E along said radial line, 120.00 feet to the POINT OF BEGINNING

EXHIBIT "B"

Tax Cut-Out

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Special Warranty Deed

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel LLP
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

SPECIAL WARRANTY DEED
(Medical City Drive Extension – Parcel 19C)

THIS SPECIAL WARRANTY DEED is made as of the ___ day of _____, 2018, by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the “**Grantor**”), to and in favor of **BOGGY CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**Grantee**”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Orange County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to (i) easements, restrictions, limitations and conditions of record if any now exist but this reference shall not serve to reimpose same; (ii) all applicable zoning and other land use regulations or restrictions; and (iii) the matters set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Permitted Exceptions**”).

EXHIBIT "A"

PROPERTY

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

Commence at the Southwest corner of the Southeast 1/4 of said Section 26; thence S86°57'14"W along the South line of the Southwest 1/4 of said Section 26, for a distance of 43.18 feet; thence departing said South line run N12°38'52"W, 233.60 feet to the point of curvature of a curve concave Westerly having a radius of 1196.00 feet and a chord bearing of N14°08'56"W; thence Northerly along the arc of said curve through a central angle of 03°00'09" for a distance of 62.67 feet to the POINT OF BEGINNING; thence continue Northerly along the arc of said curve having a radius of 1196.00 feet, a chord bearing of N26°00'04"W, through a central angle of 20°42'07" for a distance of 432.13 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 20.00 feet and a chord bearing of N24°24'41"W; thence Northwesterly along the arc of said curve through a central angle of 23°52'53" for a distance of 8.34 feet to the point of reverse curvature of a curve concave Westerly having a radius of 1203.42 feet and a chord bearing of N12°39'51"W; thence Northerly along the arc of said curve through a central angle of 00°23'14" for a distance of 8.13 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 35.00 feet and a chord bearing of N25°40'15"W; thence Northwesterly along the arc of said curve through a central angle of 25°37'35" for a distance of 15.65 feet to the point of tangency; thence N38°29'03"W, 12.01 feet to the Southerly right-of-way line of Laureate 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 and a point on a non-tangent curve concave Northwesterly having a radius of 1480.00 feet and a chord bearing of S56°45'51"W; thence Southwesterly along said Southerly right-of-way line and the arc of said curve through a central angle of 06°07'11" for a distance of 158.07 feet to a radial line; thence departing said Southerly right-of-way line run S30°10'34"E along said radial line, 60.00 feet to a point on a non-tangent curve concave Southerly having a radius of 40.00 feet and a chord bearing of S76°56'07"E; thence Easterly along the arc of said curve through a central angle of 86°28'53" for a distance of 60.38 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 1076.00 feet and a chord bearing of S24°40'21"E; thence Southeasterly along the arc of said curve through a central angle of 18°02'40" for a distance of 338.87 feet to a radial line; thence N74°20'59"E along said radial line, 120.00 feet to the POINT OF BEGINNING..

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2018, and subsequent years, which are not yet due and payable.
2. Orange County/Lake Nona Corporation Water and Wastewater Utilities Agreement Contract No. 86-SW-01 dated August 11, 1986 by and between Orange County, a political subdivision of the State of Florida, and Lake Nona Corporation, a Florida corporation, recorded August 25, 1986 in Official Records Book 3814, Page 2159; First Amendment to Orange County/Lake Nona Corporation Water and Wastewater Utilities Agreement Contract No. SW-86-01 dated August 15, 1988 and recorded August 25, 1988 in Official Records Book 4008, Page 3245; Lake Nona Utility Agreement dated June 30, 1994 by and between the City of Orlando, a municipal corporation organized under the laws of the State of Florida, and Lake Nona Corporation, a Florida corporation, recorded July 5, 1994 in Official Records Book 4764, Page 1185; First Amendment to Lake Nona Utility Agreement dated September 28, 1998 by and between the City of Orlando, Florida, a municipal corporation organized under the laws of the State of Florida, and Lake Nona Property Holdings, Inc., a Florida corporation, recorded November 20, 1998 in Official Records Book 5620, Page 2327; Second Amendment to Lake Nona Utility Agreement by and between the City of Orlando, a municipal corporation organized under the laws of the State of Florida, Lake Nona Property Holdings, Inc., a Florida corporation, successor in interest to Lake Nona Corporation, and Lake Nona Land Company, a Florida corporation, recorded November 20, 1998 in Official Records Book 5620, Page 2331; and Third Amendment to Lake Nona Utility Agreement by and between the City of Orlando, Florida, a municipal corporation organized under the laws of the State of Florida, and Lake Nona Property Holdings, Inc., a Florida corporation, recorded September 29, 2000 in Official Records Book 6097, Page 4121, all in the Public Records of Orange County, Florida.
3. Declaration of Covenant and Waiver dated November 12, 1987 by Lake Nona Corporation recorded February 29, 1988 in Official Records Book 3961, Page 1078 in the Public Records of Orange County, Florida.
4. Declaration and Dedication of Avigation Easement dated November 12, 1987 by Lake Nona Corporation recorded February 29, 1988 in Official Records Book 3961, Page 1089; as amended by that certain Amendment to Declaration and Dedication of Avigation Easement recorded July 23, 2008 in Official Records Book 9735, Page 3416, all in the Public Records of Orange County, Florida.
5. Terms and conditions contained in that certain Stipulated Final Judgment recorded August 5, 1994 in Official Records Book 4778, Page 1036, under Case No. CI-91-692 and CI-91-4738; as amended by that certain First Amendment to Schedule A recorded November 20, 1998 in Official Records Book 5620, Page 2336; as further amended by that certain Amendment to Stipulated Settlement Agreement recorded July 23, 2008 in Official Records Book 9735, Page 3410, all in the Public Records of Orange County, Florida.

6. Developer's Agreement dated May 4, 1994 by and between the City of Orlando, Lake Nona Corporation and Orlando Utilities Commission recorded July 16, 1996 in Official Records Book 5090, Page 924, in the Public Records of Orange County, Florida.
7. Assignment and Agreement Regarding Development Rights and Obligations dated February 14, 1997 by and among Lake Nona Property Holdings, Inc., as Trustee under that Certain Land Trust Agreement Dated as of March 5, 1996, Lake Nona Land Company, Lake Nona Estates I, Inc., LNAP, Inc. and Lake Nona Property Holdings, Inc. recorded February 18, 1997 in Official Records Book 5202, Page 4038, in the Public Records of Orange County, Florida.
8. Notice of Establishment of the Boggy Creek Improvement District, a Community Development District recorded December 20, 2001 in Official Records Book 6417, Page 3725; as amended by that certain Notice of Boundary Amendment of the Boggy Creek Improvement District recorded January 12, 2004 in Official Records Book 7261, Page 3561; as further amended by that certain Notice of Boundary Amendment of the Boggy Creek Improvement District recorded March 31, 2006 in Official Records Book 8559, Page 221; as further amended by that certain Notice of Boundary Amendment of the Boggy Creek Improvement District recorded June 3, 2008 in Official Records Official Records Book 9706, Page 10830; and as further amended by that certain Notice of Boundary Amendment of the Boggy Creek Improvement District recorded November 11, 2016 in Instrument No. 20160591805, all in the Public Records of Orange County, Florida.
9. Interlocal Agreement by and between City of Orlando, Florida and Boggy Creek Improvement District recorded February 7, 2002 in Official Records Book 6452, Page 6958; as amended by that certain First Amendment to Interlocal Agreement recorded April 11, 2003 in Official Records Book 6865, Page 2178; as further amended by that certain Second Amendment to Interlocal Agreement recorded August 11, 2006 in Official Records Book 8800, Page 4934; as further amended by that certain Third Amendment to Interlocal Agreement recorded June 12, 2008 in Official Records Book 9711, Page 2576, all in the Public Records of Orange County, Florida.
10. Ordinance Establishing a Community Development District, to be known as the Boggy Creek Improvement District recorded June 27, 2002 in Official Records Book 6554, Page 1847; as amended by that certain Ordinance Expanding a Community Development District, Known as the Boggy Creek Improvement District, recorded April 11, 2003 in Official Records Book 6865, Page 2169, all in the Public Records of Orange County, Florida; as further amended by that certain unrecorded Ordinance Contracting the Boundaries of the Community Development District, Known as the Boggy Creek Community Development District [sic]; Providing a Severability Clause; and Providing an Effective Date, dated February 13, 2006; as further amended by that certain an unrecorded Ordinance Amending the Boundaries of the Community Development District Known as the Boggy Creek Improvement; Providing a Severability Clause; and Providing an Effective Date approved on May 19, 2008.
11. Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded May 25, 2006 in Official Records Book 8663, Page 1398; as amended by that certain First Amendment to

Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded August 2, 2006 in Official Records Book 8782, Page 3865; as further amended by that certain Second Amendment to Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded September 23, 2008 in Official Records Book 9765, Page 4236; as further amended by that certain Third Amendment to Interlocal Agreement among the Boggy Creek Improvement District, the Myrtle Creek Improvement District and the Greenway Improvement District Regarding the Construction, Management and Financing of Certain Infrastructure Improvements, recorded October 21, 2008 in Official Records Book 9776, Page 9296, all in the Public Records of Orange County, Florida.

12. Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community as recorded May 16, 2007 in Official Records Book 9262, Page 2354, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Lake Nona South (Non-Residential) Community, recorded March 3, 2008 in Official Records Book 9614, Page 392, as further amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Lake Nona South (Non-Residential) Community, recorded June 17, 2008 in Official Records Book 9713, Page 5676, as further amended by that certain Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded November 6, 2008 in Official Records Book 9786, Page 1942, as assigned by that certain Assignment and Assumption of Declarant's Rights and Obligations, recorded April 8, 2009 in Official Records Book 9855, Page 5702, as further amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Nona South (Non-Residential) Community, recorded November 3, 2009 in Official Records Book 9957, Page 2681, as further amended by that certain Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded December 22, 2010 in Official Records Book 10150, Page 4154, as further amended by that certain Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded May 9, 2011 in Official Records Book 10211, Page 4081, as assigned by that certain Assignment and Assumption of Declarant's Rights and Obligations, recorded January 27, 2012 in Official Records Book 10323, Page 7525, as further amended by that certain Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded November 15, 2012 in Official Records Book 10474, Page 9309, as further amended by that certain Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded December 28, 2012 in Official Records Book 10496, Page 6517, as further amended by that certain Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded August 5, 2013 in Official Records Book 10613, Page 5218, as further amended by that certain Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded October 31, 2014 in Official Records Book 10828, Page

7540, and as further amended by that certain Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Lake Nona South (Non-Residential) Community, recorded of even date herewith, all in the Public Records of Orange County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42 USC 3604(c).

13. City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact, recorded December 4, 2007 in Official Records Book 9522, Page 525, as amended by that certain First Amendment to City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact, recorded March 26, 2008 in Official Records Book 9640, Page 1888; as further amended by that certain Second Amendment to City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact, recorded July 10, 2012, in Official Records Book 10406, Page 4222; as further amended by that certain Third Amendment to City of Orlando Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded November 27, 2013 in Official Records Book 10670, Page 3145; as further amended by that certain Fourth Amendment to the Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded September 3, 2015 in Official Records Book 10978, Page 6938, as further amended by that certain Fifth Amendment to the Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded October 26, 2016 under Document Number 20160559864, together with that certain Amendment to Developer's Agreement Regarding Lake Nona recorded January 27, 2017 under Document Number 20170053289, that certain Amended and Restated Developer's Agreement recorded February 3, 2017 under Document Number 20170067108, and that certain Assignment of Entitlements by and between Lake Nona Property Holdings, LLC, a Florida limited liability company, and LNJJ, LLC, a Florida limited liability company recorded January 17, 2018 under Document Number 20180034750, all in the Public Records of Orange County, Florida.
14. Amended and Restated Declaration of Temporary Drainage Easement (Portion of F-2/South Campus Drive) by Lake Nona Land Company, LLC, a Florida limited liability company, recorded December 13, 2007, in Official Records Book 9262, Page 2499, in the Public Records of Orange County, Florida.
15. An Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development, recorded January 11, 2008 in Official Records Book 9563, Page 1304; as amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded March 26, 2008 in Official Records Book 9640, Page 1912; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded August 23, 2012 in Official Records Book 10430, Page 5591; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded November 27, 2013 in Official Records Book 10670, Page 3237; as further amended by that certain unrecorded Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development dated July

13, 2015; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development, recorded September 11, 2015 in Official Records Book 10982, Page 938; and that certain Assignment of Entitlements by and between Lake Nona Property Holdings, LLC, a Florida limited liability company, and LNJJ, LLC, a Florida limited liability company recorded January 17, 2018 under Document Number 20180034750, all in the Public Records of Orange County, Florida.

16. Grant of Non-Exclusive Access & Utilities Easement (Lake Nona South) by and between Lake Nona Land Company, LLC, a Florida limited liability company, as grantor, and 827 Communications, LLC, a Florida limited liability company, as grantee, recorded April 3, 2009 in Official Records Book 9853, Page 6337; as affected by subsequent Grant of Non-Exclusive Access & Utilities Easement (Lake Nona South) in favor of Bright House Networks, LLC recorded April 3, 2009 in Official Records Book 9853, Page 6386; and Corrective Grant of Non-Exclusive Access & Utilities Easement (Phase 1) in favor of Embarq Communications, Inc., d/b/a Century Link Communications recorded August 11, 2010 in Official Records Book 10088, Page 1716, all in the Public Records Orange County, Florida.
17. Bill of Sale in favor of 827 Communications, LLC recorded April 3, 2009 in Official Records Book 9853, Page 6328; and subsequent Bill of Sale in favor of Bright House Networks, LLC recorded April 3, 2009 in Official Records Book 9853, Page 6377, both in the Public Records of Orange County, Florida.
18. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded August 9, 2010 in Official Records Book 10086, Page 5970, in the Public Records of Orange County, Florida.
19. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of special Assessments recorded January 5, 2011 in Official Records Book 10155, Page 1112, in the Public Records of Orange County, Florida.
20. Lien of Record of Boggy Creek Improvement District recorded January 7, 2011 in Official Records Book 10156, Page 9442, in the Public Records of Orange County, Florida.
21. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by The Boggy Creek Improvement District recorded May 4, 2011 in Official Records Book 10209, Page 20, as amended by that certain Amended Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Boggy Creek Improvement District recorded June 27, 2013 in Official Records Book 10592, Page 1773, both in the Public Records of Orange County, Florida.
22. Declaration of Consent to Jurisdiction of Boggy Creek Improvement District and To Imposition of Special Assessments recorded April 29, 2013 in Official Records Book 10561, Page 4546, in the Public Records of Orange County, Florida.
23. Boggy Creek Improvement District's Notice of Imposition of Special Assessments recorded May 3, 2013 in Official Records Book 10564, Page 2953, in the Public Records of Orange County, Florida.

24. Declaration of Prohibited Uses by Lake Nona Land Company, LLC, a Florida limited liability company, recorded December 29, 2016 under Document Number 20160672579, as amended by that certain First Amendment to Declaration of Prohibited Uses by Lake Nona Land Company, LLC, recorded May 31, 2017, and as re-recorded July 7, 2017 under Document Number 20170375190, all in the Public Records of Orange County, Florida.

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Grant of Non-Exclusive Utility Landscape and
Multi-Use Easement Agreement

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel LLP
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

**GRANT OF NON-EXCLUSIVE
UTILITY, LANDSCAPE, AND MULTI-USE PATH EASEMENT AGREEMENT**
(Medical City Drive Expansion – Parcel 19C)

THIS GRANT OF NON-EXCLUSIVE UTILITY, LANDSCAPE, AND MULTI-USE PATH EASEMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2018 (the “**Effective Date**”) by **LNJJ, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), to and in favor of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor holds fee simple title to that certain real property located in Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

WHEREAS, the Easement Area is contemplated to serve as a corridor for certain utilities, landscaping, a multi-use trail and related improvements; and

WHEREAS, Grantor desires to give, grant, and convey in favor of Grantee a perpetual, non-exclusive access, utilities, landscaping, pedestrian access and multi-use trail easement on, upon, over, under, across and through the Easement Area and a perpetual, non-exclusive construction easement on, upon, over, under, across and through the Construction Easement Area (as defined herein) subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties, the parties do hereby agree as follows:

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

2. **Creation of Perpetual Easement.**

(a) Grantor hereby gives, grants and conveys in favor of Grantee, its successors and assigns, a perpetual, non-exclusive easement (the “**Multi-Purpose Easement**”) on, upon, over, under, across and through the Easement Area for the purpose of ingress, egress and access to and for the construction, installation, operation, repair, maintenance, use and replacement of (i) certain improvements for utilities, which improvements may include without limitation, facilities for the provision of power, water, chilled water, sewer, stormwater, reclaimed water, communication services, water plugs, water meters, transformer pads, manholes, utility pads, electrical meters, switch boxes, together with any and all equipment and accessories necessary and/or desirable for said utilities, including, but not limited to temporary utility facilities; (ii) landscaping, hardscaping and irrigation systems, including, but not limited to, grass, sodding, shrubbery, plants, flowers, bushes, street trees and mulch; and (iii) a multi-use trail for purposes of walking, running, biking, skating, and other related uses (including, without limitation, fitness checkpoints) together with pedestrian access ways and connection points thereto (with all of the foregoing being hereinafter referred to collectively as the “**Facilities**”). Notwithstanding the foregoing, nothing contained herein shall be deemed to create or grant any right to use the Easement Area for the provision of general utilities or communication services in favor of the general public or any utility provider except as may be specifically granted by separate written instrument by either Grantor or Grantee.

(b) Grantor hereby gives, grants, and conveys in favor of Grantee, its successors and assigns, a perpetual, non-exclusive easement (the “**Construction Easement**”) on, upon, over, under, across and through the Easement Area plus, if necessary, an additional area five (5) feet in width abutting the East boundary of the Easement Area (the “**Construction Easement Area**”) for the construction, installation, repair, maintenance, replacement and relocation of the Facilities. In the event that Grantee causes damage to the Construction Easement Area, or any grass, landscaping, or improvements located therein, arising out of the exercise of the easement rights granted herein, Grantee agrees to restore the Construction Easement Area, grass, landscaping, and improvements therein so damaged to the condition and grade that existed immediately prior to such damage, normal wear and tear excepted.

(c) The Multi-Purpose Easement and the Construction Easement shall be referred to herein collectively as the “**Easement**”. The Easement Area and the Construction Easement Area shall be referred to herein collectively as the “**Easement Areas**”.

3. **Maintenance.** Grantee shall maintain, repair and replace all Facilities within the Easement Area in good working condition and appearance in accordance with all applicable permits and other governmental requirements at no cost to Grantor.

4. **Insurance.** Grantee and/or any contractors performing work for Grantee on the Easement Areas, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor and Grantee as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Grantor shall deliver to Grantee a certificate or certificates evidencing such insurance prior to entering upon the Easement Areas.

5. **Indemnity.** Grantor agrees to defend, indemnify and hold Grantee harmless from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising out of or caused by any act or omission of Grantor, its agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialman). Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, suits, judgments, demands, cost and expenses, including attorney's fees of any kind or nature whatsoever related to this Agreement arising out of or caused by any act or omission of Grantee in the exercise of its rights granted hereunder.

6. **Compliance with Laws.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

7. **Obligations of Grantee.** Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Areas any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

8. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

9. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the benefit and use of Grantee and its successors and assigns, and their, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Easement Areas and shall be a covenant running with the title to the Easement Areas. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Areas for its intended purpose, including, specifically, the right of entry for purposes of maintenance, operation, repair and construction within the Easement Areas of any Facilities now or hereafter located therein, subject to the limitations set forth herein.

10. **Assignment and Termination.** Grantee may assign its rights and obligations under this Agreement at any time to any association, entity, utility provider, municipality, district or other governmental authority that agrees to construct and/or maintain the Facilities in accordance with the terms of this Agreement, whereupon Grantee shall be released from all obligations and liabilities hereunder, except for those matters arising prior to such assignment for which Grantee is obligated and liable for hereunder.

11. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an instrument in writing duly executed by both parties, without joinder of any other parties being required, except as otherwise provided herein, and recorded in the Public Records of Orange County, Florida. Upon request of the Grantee and subject to Grantor’s consent, which consent will not be unreasonably withheld, conditioned or delayed, Grantor will amend this Agreement to modify the legal description of the Easement Area to conform to the final location of the Facilities contemplated to be constructed.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing, shall contain the words “LEGAL NOTICE” in the subject / Re: line, and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed below or to such other address as a Party may from time to time designate by written notice in accordance with this paragraph:

To Grantor: LNJJ, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: James L. Zboril, President

With a copy to: LNJJ, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: Michelle Rencoret, Vice President & General Counsel

and

With a copy to: Broad and Cassel LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

To Grantee: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: James L. Zboril, President

and

With a copy to: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: Michelle Rencoret, Vice President & General Counsel

and

With a copy to: Broad and Cassel LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

13. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Areas or any other real property in connection with the exercise of rights hereunder.

14. **Use of Easement Areas.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Areas in any manner not inconsistent with the easement rights created herein. The parties acknowledge that the paving, crossing and use of the Easement Areas for driveways and other access into the Property is not inconsistent with the easement rights granted herein.

15. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive any termination of this Agreement.

16. **Miscellaneous.** If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Time is the essence of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES:

“GRANTOR”

Signed, sealed and delivered
In the presence of:

LNJJ, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James L. Zboril, as President of LNJJ, LLC, a Florida limited liability company, on behalf of the company. He is () personally known to me or () has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

Signed, sealed and delivered
In the presence of:

Print Name: _____

Print Name: _____

“GRANTEE”

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

By: _____
James L. Zboril, President

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by James L. Zboril, as President of LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, on behalf of the company. He is () personally known to me or () has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

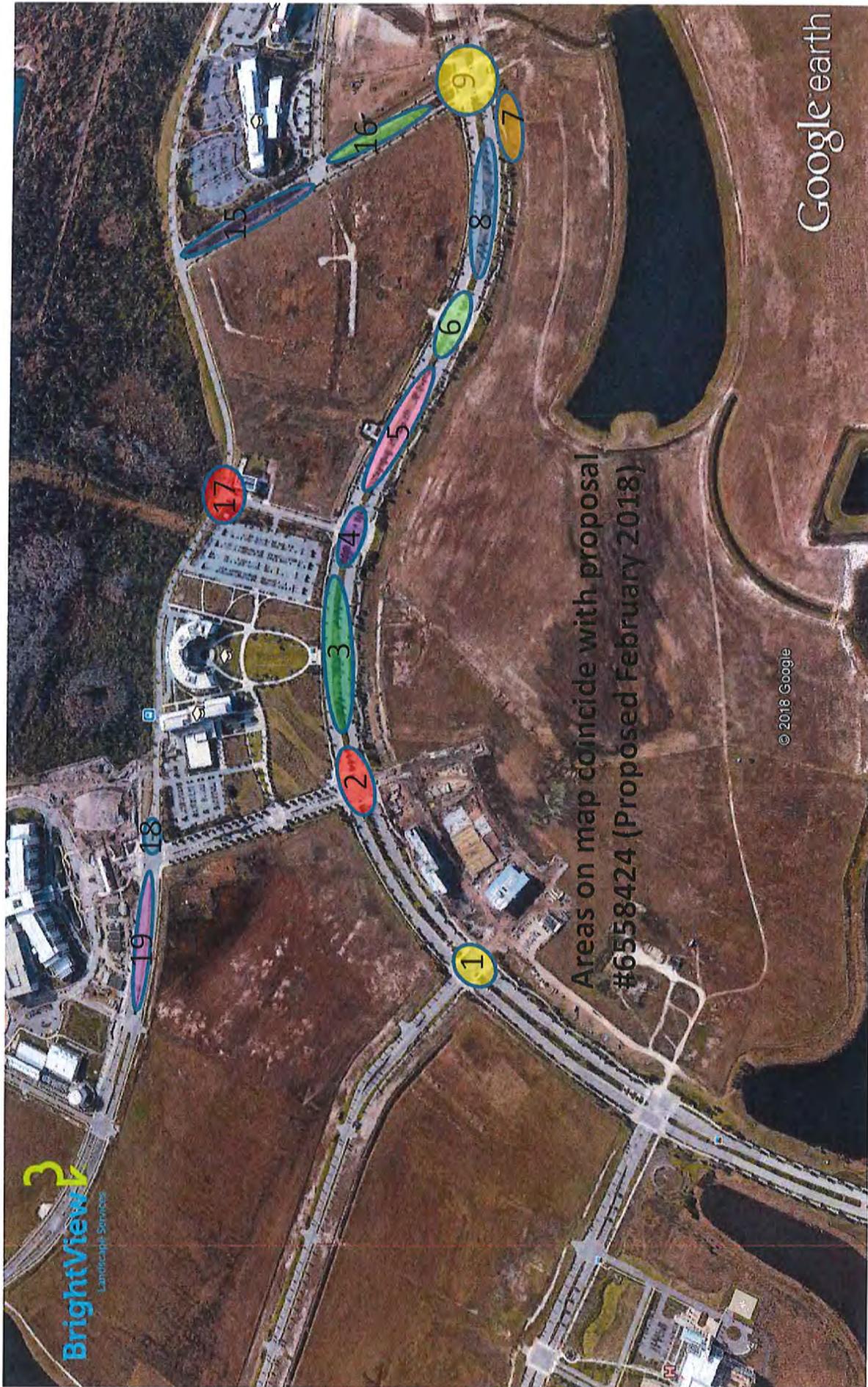
EXHIBIT "A"

Easement Area

[See Attached Sketch of Description CS# _____ - Pages]

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Landscape Improvements Proposal



Areas on map coincide with proposal
#6558424 (Proposed February 2018)



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Areas on map coincide with proposal #6558424 (Proposed February 2018)

Proposal for Extra Work at Boggy Creek Improvement Distri

Property Name	Boggy Creek Improvement Distri	Contact	Stephen Flint
Property Address	12051 Corporate Blvd. Orlando , FL 32817	To	Tavistock
		Billing Address	6900 Tavistock Lakes Blvd Suite 200 Orlando , FL 32824

Project Name Landscape Improvements

Project Description Various landscape improvements for Boggy Creek Improvement District

Scope of Work

- Annuals proposed will need to be replaced periodically- all effort will be made to select flowers that are hardy and will have the most opportunity to span 2 rotations
- Highlighted areas on map may not exactly match up to the proposed area due to the maps not being current

QTY	UoM/Size	Material/Description	Unit Price	Total
Area 1: Install annuals in end caps at TLB and Lk Nona Blvd.				Subtotal
				\$2,620.00
6.00	HOUR	Labor for prep	\$45.00	\$270.00
950.00	EACH	Annual color 4" (10" OC spacing)	\$1.90	\$1,805.00
8.00	CUBIC YARD	Annual soil	\$55.00	\$440.00
1.00	LUMP SUM	Irrigation retro fit	\$105.00	\$105.00
Area 2: Replace jasmine and peanut at Veterans Way				Subtotal
				\$2,980.00
18.00	HOUR	Labor for prep	\$45.00	\$810.00
2,800.00	SQUARE FEET	St. Augustine (replace jasmine around liriopie and replace peanut in end caps)	\$.70	\$1,960.00
1.00	LUMP SUM	Irrigation retro fit	\$210.00	\$210.00
Area 3: Remove declining roses, plumbago and downey jasmine				Subtotal
				\$15,485.00
51.00	HOUR	Labor for prep	\$45.00	\$2,295.00
16,400.00	SQUARE FEET	St. Augustine	\$.70	\$11,480.00
1.00	LUMP SUM	Dump fees	\$1,200.00	\$1,200.00
1.00	EACH	Equipment	\$200.00	\$200.00
1.00	LUMP SUM	Irrigation retro fit	\$310.00	\$310.00
Area 4: Remove jasmine and peanut at Humboldt and Lk Nona				Subtotal
				\$2,980.00
18.00	HOUR	Labor for prep	\$45.00	\$810.00
2,800.00	SQUARE FEET	St. Augustine (replace jasmine around liriopie and peanut in end caps)	\$.70	\$1,960.00
1.00	LUMP SUM	Irrigation retro fit	\$210.00	\$210.00
Area 5: Remove declining roses and thyralis in median				Subtotal
				\$4,715.00
16.00	HOUR	Labor for prep	\$45.00	\$720.00
4,800.00	SQUARE FEET	St. Augustine	\$.70	\$3,360.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
103 West 7th Street, Orlando, FL 32824 ph. (407) 292-9600 fax (407) 291-4958

Proposal for Extra Work at Boggy Creek Improvement Distri

1.00	LUMP SUM	Dump fee	\$400.00		\$400.00
1.00	LUMP SUM	Irrigation retro fit	\$235.00		\$235.00
Area 6: Remove jasmine and peanut on end caps				Subtotal	\$2,980.00
18.00	HOUR	Labor for prep	\$45.00		\$810.00
2,800.00	SQUARE FEET	St. Augustine (replace jasmine around liriopie and peanut on end caps)	\$.70		\$1,960.00
1.00	LUMP SUM	Irrigation retro fit	\$210.00		\$210.00
Area 7: Replace weak jasmine on side of roadway				Subtotal	\$1,470.00
5.00	HOUR	Labor for prep	\$45.00		\$225.00
1,600.00	SQUARE FEET	St. Augustine	\$.70		\$1,120.00
1.00	LUMP SUM	Irrigation retro fit	\$125.00		\$125.00
Area 8: Remove 2 declining beds of roses				Subtotal	\$7,480.00
15.00	HOUR	Labor for prep	\$45.00		\$675.00
8,800.00	SQUARE FEET	St. Augustine	\$.70		\$6,160.00
1.00	LUMP SUM	Dump fee	\$400.00		\$400.00
1.00	LUMP SUM	Irrigation retro fit	\$245.00		\$245.00
Area 9: Replace jasmine and install annuals in end caps				Subtotal	\$5,050.00
18.00	HOUR	Labor for prep	\$45.00		\$810.00
2,800.00	SQUARE FEET	St. Augustine (replace jasmine around liriopie)	\$.70		\$1,960.00
850.00	EACH	Annuals 4" (10" OC spacing)	\$1.90		\$1,615.00
8.00	CUBIC YARD	Annual soil	\$55.00		\$440.00
1.00	LUMP SUM	Irrigation retro fit	\$225.00		\$225.00
35.00	EACH	Red Drift Roses (3 gal)-WARRANTY	\$.00		\$.00
Area 10: Replace peanut in end caps on side of road				Subtotal	\$6,755.00
14.00	HOUR	Labor for prep	\$45.00		\$630.00
8,400.00	SQUARE FEET	St. Augustine	\$.70		\$5,880.00
1.00	LUMP SUM	Irrigation retro fit	\$245.00		\$245.00
Area 11: Replace peanut in end caps				Subtotal	\$1,655.00
8.00	HOUR	Labor for prep	\$45.00		\$360.00
1,600.00	SQUARE FEET	St. Augustine	\$.70		\$1,120.00
1.00	LUMP SUM	Irrigation retro fit	\$175.00		\$175.00
Area 12: Replace peanut near towers and fill in soc. garlic				Subtotal	\$4,325.00
10.00	HOUR	Labor for prep	\$45.00		\$450.00
4,000.00	SQUARE FEET	St. Augustine	\$.70		\$2,800.00
200.00	EACH	Society garlic (1 gal)	\$4.30		\$860.00
1.00	LUMP SUM	Irrigation retro fit	\$215.00		\$215.00
Area 13: Replace peanut at last cross section (4 beds)				Subtotal	\$2,315.00
10.00	HOUR	Labor for prep	\$45.00		\$450.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
103 West 7th Street, Orlando, FL 32824 ph. (407) 292-9600 fax (407) 291-4968

Proposal for Extra Work at Boggy Creek Improvement Distri

2,400.00	SQUARE FEET	St. Augustine	\$.70	\$1,680.00
1.00	LUMP SUM	Irrigation retro fit	\$185.00	\$185.00
Area 14: Install annuals at Boggy Creek and Lk Nona				Subtotal
8.00	HOUR	Labor for prep	\$45.00	\$360.00
504.00	EACH	Annuals 4" (10" OC spacing)	\$1.90	\$957.60
4.00	CUBIC YARD	Annual soil	\$55.00	\$220.00
400.00	SQUARE FEET	St. Augustine	\$.70	\$280.00
1.00	LUMP SUM	Irrigation retro fit	\$165.00	\$165.00
Area 15: Remove firecracker, declining flax in median				Subtotal
40.00	HOUR	Labor for prep	\$45.00	\$1,800.00
6,400.00	SQUARE FEET	St. Augustine	\$.70	\$4,480.00
207.00	EACH	Muhly grass (3 gal)	\$11.80	\$2,442.60
1.00	LUMP SUM	Dump fee	\$400.00	\$400.00
1.00	LUMP SUM	Irrigation retro fit	\$255.00	\$255.00
1,200.00	SQUARE FEET	St. Augustine- WARRANTY- replace flax and dead lorapetalum on side of road	\$.00	\$.00
Area 16: Replace beach sunflower, roses, etc in 2nd median				Subtotal
13.00	HOUR	Labor for prep	\$45.00	\$585.00
4,400.00	SQUARE FEET	St. Augustine	\$.70	\$3,080.00
75.00	EACH	Muhly grass (3 gal)	\$11.80	\$885.00
1.00	LUMP SUM	Irrigation retro fit	\$275.00	\$275.00
Area 17: Replace peanut at corner of Laureate and Humboldt				Subtotal
2,000.00	SQUARE FEET	St. Augustine	\$.70	\$1,400.00
2.00	HOUR	Labor for prep	\$45.00	\$90.00
1.00	LUMP SUM	Irrigation retro fit	\$175.00	\$175.00
Area 18: Install sod around schillings				Subtotal
2.00	HOUR	Labor for prep	\$45.00	\$90.00
600.00	SQUARE FEET	St. Augustine	\$.70	\$420.00
1.00	LUMP SUM	Irrigation retro fit	\$145.00	\$145.00
Area 19: Replace jasmine and lantana around schillings				Subtotal
18.00	HOUR	Labor for prep	\$45.00	\$810.00
2,400.00	SQUARE FEET	St. Augustine	\$.70	\$1,680.00
1.00	LUMP SUM	Irrigation retro fit	\$235.00	\$235.00

For internal use only

SO# 6558424
JOB# 345200128
Service Line 130

Total Price \$82,040.20

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
103 West 7th Street, Orlando, FL 32824 ph. (407) 292-9600 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Manager

Signature

Title

Stephen Flint

February 13, 2018

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager Exterior

Signature

Title

Jamie Leggett

February 13, 2018

Printed Name

Date

Job #: 345200128

Proposed Price: \$82,040.20

SO # 6558424

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Requisition No. 357

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 357

(B) **Name of Payee:** Holland & Knight

(C) **Amount Payable:** \$22,441.99

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 5587563 for Professional Services on Project 623612.00028 (Land swap with Central Florida Expressway Authority) Through 10/31/2017 – **\$20,884.50**
2. Invoice 5606792 for Professional Services on Project 623612.00028 (Land swap with Central Florida Expressway Authority) Through 12/22/2017 – **\$1,557.49**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute and Event of Default but for the requirement that notice be given or time elapse or both.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

Boggy Creek Improvement District

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.

Authorized Officer

Holland & Knight

P.O. Box 864084 | Orlando, FL 32886-4084
Email accounts@hklaw.com | T 813.901.4180
Holland & Knight LLP | www.hklaw.com | EIN 59-0663819

RECEIVED DEC 29 2017

Lake Nona Land Company LLC
6900 Tavistock Lakes Blvd., Suite 200
Orlando, FL 32827

Boqqy Creek

November 14, 2017
Invoice: 5587563
Page 1

TERMS: DUE ON RECEIPT

For professional services rendered through October 31, 2017 in connection with the following:

Our Matter: 623612.00028
Land swap with Central Florida Expressway Authority

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/2/17	Wiley S. Boston	Review and draft emails about review appraiser.	0.40	459.00	183.60
10/5/17	Wiley S. Boston	Draft Assignment/Agreement to Maintain Drainage Easement Area and associated Prime Grant of Drainage Easement Document, together with transmittal emails to CFX and Larry Kaufmann.	3.50	459.00	1,606.50
10/6/17	Wiley S. Boston	Prepare for and attend conference call with CFX counsel (1.0); conference call with Robyn Noren (0.3); review and draft emails about drainage easement (0.5); review of proposed purchase agreement and resolution (1.3); review comments from CDD (0.4); draft email memorandum about checklist of items for agenda cutoff (0.3).	3.80	459.00	1,744.20
10/9/17	Wiley S. Boston	Revise contracts and related documents (1.8); attend internal conference call to discuss documents (1.5); revise documents in follow-up to conference call (1.9); review and draft emails about documents (0.3).	5.50	459.00	2,524.50
10/9/17	Wiley S. Boston	Begin drafting cover memo to right of way committee, with associated review of appraisals and other file materials.	2.40	459.00	1,101.60
10/10/17	Wiley S. Boston	Continue drafting memo to right of way committee.	1.60	459.00	734.40
10/10/17	Wiley S. Boston	Attend conference call with CFX counsel about revisions to contracts and documents.	1.50	459.00	688.50

Holland & Knight

November 14, 2017

Invoice: 5587563

Page 2

Lake Nona Land Company LLC
623612.00028

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
10/10/17	Wiley S. Boston	Make additional revisions to CFX documents, and review and drafting of numerous emails in support (2.8); communicate with title insurer about quitclaim deed and reverter (0.2).	3.00	459.00	1,377.00
10/11/17	Wiley S. Boston	Teleconference with counsel for CFX about drainage capacities and additional document revisions (0.9); review revisions from CFX to purchase agreement, easement, and assignment and outline follow up email and response (1.5); revise application cover memo (0.5).	2.90	459.00	1,331.10
10/12/17	Wiley S. Boston	Conference call with Tucker Mackie, Larry Kaufmann and Don McIntosh about utility permit and additional document exhibits and revisions (1.0); teleconference with counsel for CFX about document revisions and drainage calculations (0.9); review additional round of document revisions and forward (0.3); coordinate and review updated, revised and new exhibits and legal descriptions (0.6); review FDOT Utility Permit regulations and Utility Accommodation Manual and draft email memorandum about discussions with CFX about evolution of requirement for ultimate owner to be applicant, and incorporation of regulations (0.7).	3.50	459.00	1,606.50
10/13/17	Wiley S. Boston	Review comments to documents (0.5); draft and review emails about comments (0.5); prepare document package PDF file (1.5); revise document package (0.7); teleconferences with counsel for CFX (0.7).	3.90	459.00	1,790.10
10/16/17	Wiley S. Boston	Teleconference with counsel for CFX (0.2); revise deed and grant of easement and draft emails about same (0.4).	0.60	459.00	275.40
10/20/17	Wiley S. Boston	Review executed documents and sealed survey documents (0.4); draft letter to CFX about recording timeline (0.3); review resolutions (0.3); teleconference with counsel	1.70	459.00	780.30

Holland & Knight

November 14, 2017

Invoice: 5587563

Page 3

Lake Nona Land Company LLC
623612.00028

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
		for CFX about committee meeting (0.7).			
10/23/17	Wiley S. Boston	Review full Right-of-Way Committee meeting agenda and attachments (0.9); draft detailed email memorandum about meeting procedure to Boggy Creek Improvement District counsel and representative (0.9); generate powerpoint slides for CFX counsel to consider using for right of way committee (1.5).	3.30	459.00	1,514.70
10/24/17	Wiley S. Boston	Teleconferences with CFX Counsel about procedure for right of way committee hearing (0.8); draft email memoranda about procedures (0.7); draft detailed analysis memorandum concerning obstacles to approval (1.5); preparation for committee hearing (1.0).	4.00	459.00	1,836.00
10/25/17	Wiley S. Boston	Prepare for (0.9) and attend (2.0) right of way committee meeting.	2.90	459.00	1,331.10
10/30/17	Wiley S. Boston	Review file and draft lender joinder for grant of stormwater drainage easement.	1.00	459.00	459.00
TOTAL FEES FOR PROFESSIONAL SERVICES:				\$	20,884.50

Professional Summary through October 31, 2017:

<u>Professional</u>	<u>Title</u>	<u>Hours</u>		
WSB	Partner	45.50		
			FEES FOR PROFESSIONAL SERVICES:	\$ 20,884.50
			TOTAL DUE THIS INVOICE:	(US Dollars) \$ 20,884.50

Holland & Knight

P.O. Box 864084 | Orlando, FL 32886-4084
Email accounts@hklaw.com | T 813.901.4180
Holland & Knight LLP | www.hklaw.com | EIN 59-0663819

RECEIVED DEC 29 2017

Lake Nona Land Company LLC
6900 Tavistock Lakes Blvd., Suite 200
Orlando, FL 32827

Boqan Creek

December 28, 2017
Invoice: 5606792
Page 1

TERMS: DUE ON RECEIPT

For professional services rendered through December 22, 2017 in connection with the following:

Our Matter: 623612.00028
Land swap with Central Florida Expressway Authority

<u>Date</u>	<u>Professional</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
12/1/17	Wiley S. Boston	Teleconference with counsel for CFX (0.3); review approved TROE permit and draft email about same (0.3).	0.60	459.00	275.40
12/14/17	Wiley S. Boston	Review and draft emails about closing procedures and wire instructions, holding of documents, and revised closing statement, along with review of revised statement.	1.00	459.00	459.00
12/15/17	Wiley S. Boston	Teleconference with counsel for CFX (0.3); draft and review emails about closing documents (0.3).	0.60	459.00	275.40
12/18/17	Wiley S. Boston	Draft FIRPTA certificate for BCID (0.3); draft and review emails concerning closing process (0.2).	0.50	459.00	229.50
12/19/17	Wiley S. Boston	Work on closing, including drafting and review of multiple emails (0.3), review of signed affidavits, and teleconferences with counsel for CFX (0.4) and Tucker Mackie (0.1).	0.80	459.00	367.20
12/20/17	Wiley S. Boston	Review and draft emails about closing (0.4) and review closing package (0.1).	0.50	459.00	229.50
TOTAL FEES FOR PROFESSIONAL SERVICES:				\$	1,836.00

Professional Summary through December 22, 2017:

<u>Professional</u>	<u>Title</u>	<u>Hours</u>
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Holland & Knight

December 28, 2017

Invoice: 5606792

Page 2

Lake Nona Land Company LLC
623612.00028

<u>Professional</u>	<u>Title</u>	<u>Hours</u>
WSB	Partner	4.00

TASK SUMMARY CURRENT INVOICE

FEE TASK SUMMARY

<u>Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
		4.00	1,836.00
TOTAL:		4.00	1,836.00

TIMEKEEPER/TASK SUMMARY

<u>Professional</u>	<u>Task Code</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Wiley S. Boston		459.00	4.00	1,836.00
TOTAL:			4.00	1,836.00

FEEES FOR PROFESSIONAL SERVICES:		\$	1,836.00
TOTAL INVOICE:	(US Dollars)	\$	1,836.00
LESS CLIENT FUNDS APPLIED:		\$	-278.51
TOTAL DUE THIS INVOICE:	(US Dollars)	\$	1,557.49

OUTSTANDING INVOICE SUMMARY:

<u>Date</u>	<u>Invoice No.</u>	<u>Balance</u>
11/14/17	5587563	20,884.50
TOTAL OUTSTANDING INVOICE(S):		\$20,884.50

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Ratification of Requisition
Nos. 353 – 360 Approved in January 2018
in the amount totaling \$94,284.96

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from January 1, 2018 through January 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
353	LandDesign	\$988.20
354	Dix.Hite + Partners	\$443.50
355	Donald W. McIntosh Associates	\$46,451.27
356	Central Florida Locating	\$9,580.00
357	Holland & Knight	\$22,441.99
358	Jr. Davis Construction Company	\$3,540.00
359	Vanasse Hangen Brustlin	\$840.00
360	City of Orlando	\$10,000.00
		\$94,284.96

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 353

(B) **Name of Payee:** LandDesign

(C) **Amount Payable:** \$988.20

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 87877 for Project 8117011 (Lake Nona Town Center Loop Road / Boggy Creek CDD) through 11/25/2017 – **\$988.20**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

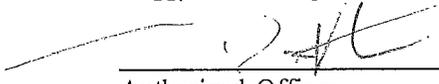
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

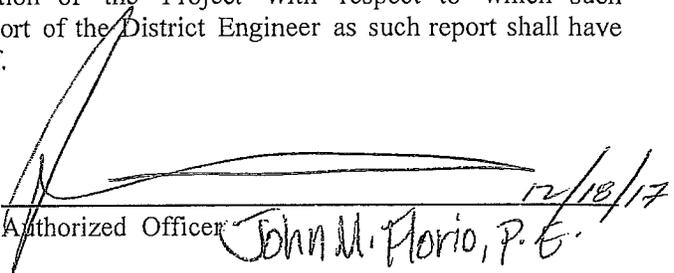
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer *John M. Florio, P.E.* *12/18/17*

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 354

(B) **Name of Payee:** Dix.Hite + Partners

(C) **Amount Payable:** \$443.50

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 1712128 for Project 21646.4 (Nemours Pkwy Phase 7) Through 12/15/2017 – **\$443.50**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

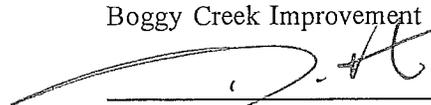
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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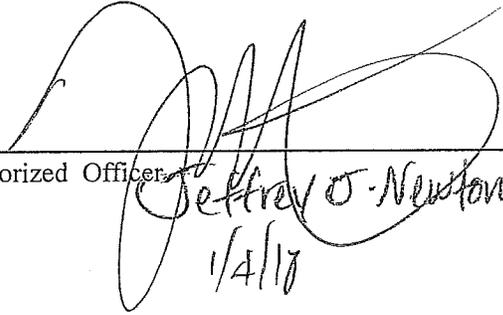
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer

Jeffrey O. Newton, P.E.
1/4/17

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 355

(B) **Name of Payee:** Donald W. McIntosh Associates

(C) **Amount Payable:** \$46,451.27

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 34474 for Project 23218 (Lake Nona Boggy Creek) through 12/01/2017 – **\$6,099.80**
2. Invoice 34549 for Project 13031 (Lake Nona Road Southern Section Roadway Design Services) through 12/01/2017 – **\$1,023.75**
3. Invoice 34554 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) through 12/01/2017 – **\$1,352.50**
4. Invoice 34555 for Project 16193 (Lake Nona Town Center Parcel 22A Perimeter Road, Lift Station 10 and Forcemain) through 12/01/2017 – **\$11,633.97**
5. Invoice 34556 for Project 17004 (Assistance with Capital Improvement Plan Potential 2017 Bond Issue Report) through 12/01/2017 – **\$3,515.00**
6. Invoice 34559 for Project 17125 (Medical City Drive Phase 2) through 12/01/2017 – **\$22,826.25**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

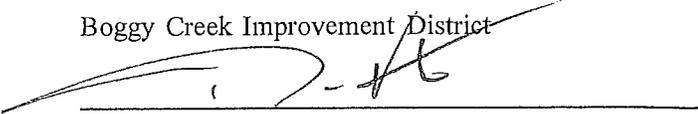
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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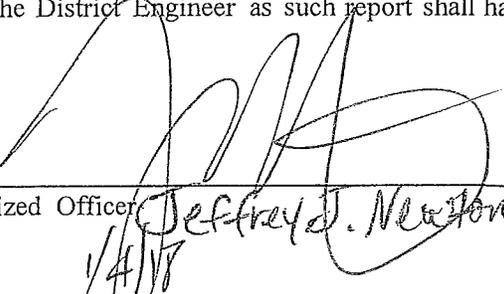
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer

Jeffrey J. Newton, P.E.

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 356

(B) **Name of Payee:** Central Florida Locating

(C) **Amount Payable:** \$9,580.00

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 5544 for 2D Ground Penetrating Radar, Electromagnetic Services, and Vertical Excavations Through 12/11/2017 – **\$4,770.00**
2. Invoice 5581 for Vertical Excavation Services Through 12/11/2017 – **\$4,810.00**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account; that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

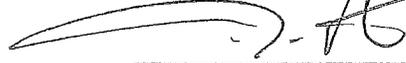
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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No event has occurred and is continuing which constitutes an Event of Default, as defined by the Master Indenture, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

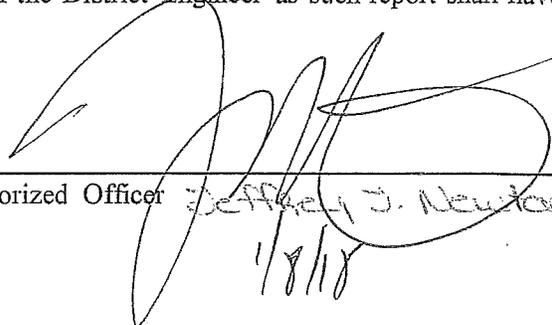
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer Jeffrey J. Newton, P.E.
1/8/18

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 357

(B) **Name of Payee:** Holland & Knight

(C) **Amount Payable:** \$22,441.99

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 5587563 for Professional Services on Project 623612.00028 (Land swap with Central Florida Expressway Authority) Through 10/31/2017 – **\$20,884.50**
2. Invoice 5606792 for Professional Services on Project 623612.00028 (Land swap with Central Florida Expressway Authority) Through 12/22/2017 – **\$1,557.49**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

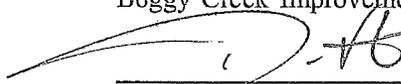
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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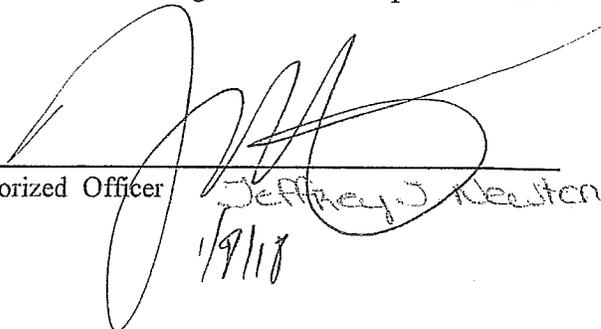
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of-the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the District Engineer as such report shall have been amended or modified on the date hereof.



Authorized Officer Jeffrey J. Newton, P. E.
1/9/18

EXHIBIT "A"
FORM OF REQUISITION

The undersigned, an Authorized Officer of Boggy Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association as trustee (the "Trustee"), dated as of December 1, 2010 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of April 1, 2013 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

(A) **Requisition Number:** 358

(B) **Name of Payee:** Jr. Davis Construction Company

(C) **Amount Payable:** \$3,540.00

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 1200292 for Fence Installation Services at CFX – **\$3,540.00**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

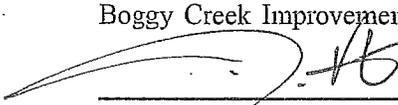
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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Boggy Creek Improvement District

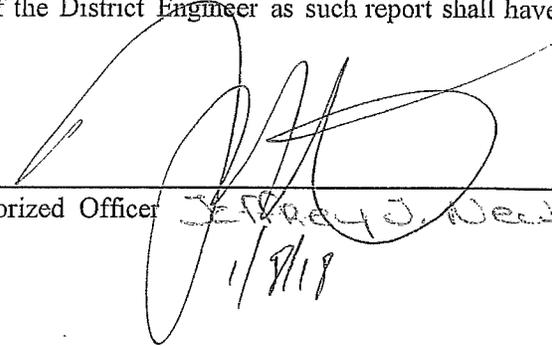


Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

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Authorized Officer



Jeffrey J. Newton, P.E.
1/9/18

EXHIBIT "A"
FORM OF REQUISITION

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(A) **Requisition Number:** 359

(B) **Name of Payee:** Vanasse Hangen Brustlin

(C) **Amount Payable:** \$840.00

(D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**

1. Invoice 253336 for Project 63084.00 (Lake Nona Traffic Signal Modifications at Tavistock Lakes Blvd and Veterans Way) Through 12/02/2017 – **\$840.00**

(E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid.

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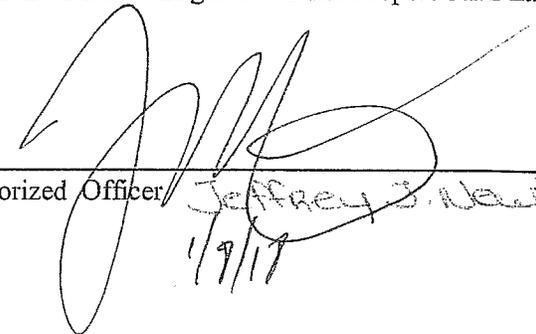
Boggy Creek Improvement District



Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

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Authorized Officer Jeffrey J. Newton, P.E.
1/9/18

EXHIBIT "A"
FORM OF REQUISITION

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- (A) **Requisition Number:** 360
- (B) **Name of Payee:** City of Orlando
- (C) **Amount Payable:** \$10,000.00
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):**
 - 1. Fee Connected with the Nemours Parkway West and Lift Station No. 10 Hold Harmless Agreement – **\$10,000.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

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Boggy Creek Improvement District

Authorized Officer

Richard Levey

CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE AND
CAPITALIZED INTEREST REQUESTS ONLY

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Authorized Officer

Jeff Newton

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Ratification of Operation & Maintenance
Expenditures Paid in January 2018
in the amount totaling \$52,662.72

BOGGY CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2018 through January 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$52,662.72**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Boggy Creek Improvement District
AP Check Register (Current by Bank)
 Check Dates: 1/1/2018 to 1/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3131	01/06/18	P	ALLEN	Allen E Smith Ranch & Farming	\$300.00
3132	01/06/18	P	CAROL	Carol King Landscape Maint.	\$60.00
3133	01/06/18	P	DONMC	Donald W. McIntosh Associates	\$3,622.50
3134	01/06/18	P	FISH	Fishkind & Associates, Inc.	\$6,716.99
3135	01/06/18	P	MLM	Michael's Lighting Maint.	\$790.00
3136	01/06/18	P	ORLSEN	Orlando Sentinel	\$196.25
3137	01/06/18	P	RLEVEY	Richard Levey	\$200.00
3138	01/06/18	P	TCZAPK	Thaddeus Czapka	\$200.00
3139	01/08/18	P	AWC	Aquatic Weed Control, Inc.	\$835.00
3140	01/08/18	P	VALLEY	BrightView Landscape Services	\$3,195.25
3141	01/08/18	P	MLM	Michael's Lighting Maint.	\$81.25
3142	01/08/18	P	VENTUR	VenturesIn.com	\$105.00
3143	01/25/18	P	CAROL	Carol King Landscape Maint.	\$20,429.00
3144	01/25/18	P	DONMC	Donald W. McIntosh Associates	\$2,285.00
3145	01/25/18	P	FISH	Fishkind & Associates, Inc.	\$2,955.36
3146	01/25/18	P	GRAU	Grau and Associates	\$500.00
3147	01/25/18	P	HGS	Hopping Green & Sams	\$1,882.04
3148	01/25/18	P	RLEVEY	Richard Levey	\$200.00
3149	01/25/18	P	TCZAPK	Thaddeus Czapka	\$200.00
BANK SUN REGISTER TOTAL:					\$44,753.64
GRAND TOTAL :					\$44,753.64

OVC

44,753.64	◇
7,909.08	+
52,662.72	*

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #335
12/28/2017

Item No.	Payee	Invoice Number	General Fund
1	Allen E Smith Ranch & Farming Magnolia Tree Removal Due to Hurricane	3444	\$ 300.00
2	Carol King Landscape Maintenance Irrigation Services on Clock 10	158702	\$ 60.00
3	Donald W McIntosh Associates Public Facilities Report Services Through 12/01/2017	34473	\$ 3,622.50
4	Fishkind & Associates DM Fee & Reimbursables: December 2017	21814	\$ 6,716.99
5	Michael's Lighting Maintenance Lighting Troubleshooting	5445	\$ 790.00
6	Orlando Sentinel Legal Advertising on 12/18/2017	OSCM349213	\$ 196.25
7	Supervisor Fees - 12/18/2017 Meeting Richard Levey	--	\$ 200.00
	Thad Czapka	--	\$ 200.00
TOTAL			\$ 12,085.74


Secretary/Assistant Secretary

Chairperson


1/2/18

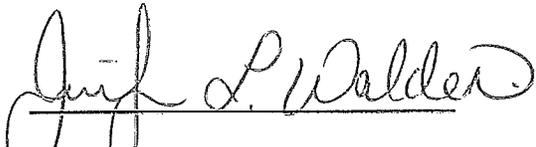
RECEIVED JAN 01 2018

BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #336

1/5/2018

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control January Waterway Service	21625	\$ 835.00
2	BrightView Landscape Services		
	Irrigation Repairs	5554479	\$ 220.50
	Irrigation Repairs	5554480	\$ 551.25
	Irrigation Repairs	5554481	\$ 72.00
	Irrigation Repairs on Controller #30	5554482	\$ 404.25
	Irrigation Repairs on Controller #28	5554483	\$ 808.50
	Irrigation Repairs on Controller #13	5554484	\$ 404.25
	Irrigation Repairs on Controller #12	5554485	\$ 220.50
	Irrigation Repairs	5554486	\$ 294.00
	Controller Clock 11 Troubleshooting	554487	\$ 220.00
3	Michael's Lighting Maintenance Night Lighting Check on 12/29/2017	5524	\$ 81.25
4	OUC - pd online 1/8/18 Account: 2562183178 ; Service 11/02/2017 - 12/03/2017	-	\$ 7,909.08
5	VenturesIn.com January Application Hosting	43432	\$ 105.00
TOTAL			\$ 12,125.58


Secretary/Assistant Secretary

Chairperson


1/6/18

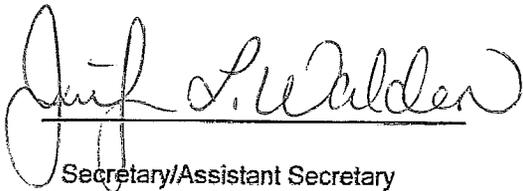
RECEIVED JAN 6 5 2018

BOGGY CREEK IMPROVEMENT DISTRICT

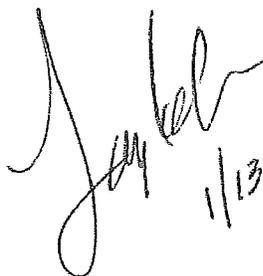
Payment Authorization #337

1/12/2018

Item No.	Payee	Invoice Number	General Fund
1	Grau and Associates FY 2017 Audit	16156	\$ 500.00
2	Hopping Green & Sams General Counsel Through 11/30/2017	97859	\$ 1,882.04
TOTAL			\$ 2,382.04


Secretary/Assistant Secretary

Chairperson


1/13/18

RECEIVED JAN 13 2018

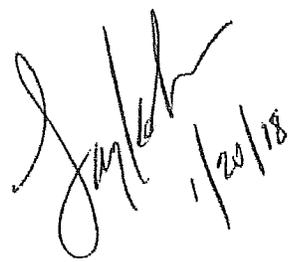
BOGGY CREEK IMPROVEMENT DISTRICT

Payment Authorization #338
1/19/2018

Item No.	Payee	Invoice Number	General Fund
1	Carol King Landscape Maintenance January Landscape Services	159067	\$ 20,429.00
2	Donald W McIntosh Associates Engineering Services Through 12/29/2017 Public Facilities Report Services Through 12/29/2017	34599 34600	\$ 300.00 \$ 1,985.00
3	Fishkind & Associates DM Fee & Reimbursables: January 2018	21961	\$ 2,955.36
4	Supervisor Fees - 01/16/2018 Meeting Richard Levey Thad Czapka	-- --	\$ 200.00 \$ 200.00
TOTAL			\$ 26,069.36


Secretary/Assistant Secretary

Chairperson


1/20/18

RECEIVED JAN 20 2018

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

Recommendation of
Work Authorizations/Proposed Services
(if applicable)

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Lake Nona Blvd. at Veterans Way

Brief Description: Landscape Design for Revised Median

Name of Consultant / Vendor: AECOM

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

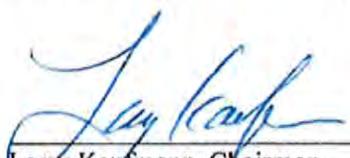
Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: _____

Amount of Services: \$ 12,650.⁰⁰

Recommendation: Approve Deny

By: 
Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

- c: Jill Burns
- Jennifer Walden
- Tucker Mackie
- Jeffrey Newton



AECOM
 150 N Orange Avenue
 Suite 200
 Orlando, Florida 32801
 www.aecom.com

407 843 6552 tel
 407 839 1789 fax

Work Order No. TBD

AECOM Project No: TBD **Work Order Date:** February 6, 2018

Project Name: Lake Nona Blvd. at Veterans Way Landscape Design Services

Consultant: AECOM **Client:** Boggy Creek Improvement District, c/o Tavistock Development Company

Address: 150 N. Orange Avenue, Suite 200, Orlando, Florida 32801 **Address:** 12051 Corporate Blvd. Orlando, Florida 32817

Cost Code: TBD

I. Scope of Services

AECOM is hereby directed to perform the Scope of Services as outlined in Section 2.0 of the Master Services Agreement for landscape architectural services for Lake Nona South Roadways – Boggy Creek Improvement District dated October 9, 2008, and as further indicated below. All services shall be accomplished in accordance with the Master Services Agreement into which this Work Order is hereby incorporated. (see attached scope of services).

Project Description

AECOM will provide Landscape and Irrigation Design services for the Lake Nona Blvd. left-turn lane addition southbound at Veterans Way. This project consists of an additional left-turn lane added within the current median on the westbound side of Lake Nona Blvd. which will facilitate dual left turns onto Veterans Way. AECOM proposes to provide the following services as further documented in Attachment A – Scope of Services

Subconsultants

The following professionals shall be subconsultants to AECOM, and their fees are included in the fees listed herein:

Irrigation: Computerized Design Services, Inc. (Kevin Smith)
 Structural: N/A
 Cost Est: N/A
 Accent Lighting: N/A
 Other: N/A

Program Elements (included if checked):

- Landscape
- Irrigation
- Sidewalk (Finishes, layout, and grading)
- Water Features: _____
- Garden Architecture (Pavilions & Trellis)
- Entry and Sign Monuments
- Site Walls
- Fences
- Site Furnishings:
- Landscape Aesthetic Grading
- Decorative Pavers (Selection and layout only. Pavement cross-section by Civil Engineer.)
- Columns and Steps
- Landscape Accent Lighting
- Other: Roadway Lighting Fixture coordination

Scope Elements (included if checked)

- | | |
|--|--|
| <input type="checkbox"/> Part I – Conceptual Design | <input checked="" type="checkbox"/> Part V – Building Permit Assistance |
| <input type="checkbox"/> Part II – Schematic Design | <input checked="" type="checkbox"/> Part VI – Bidding Assistance |
| <input checked="" type="checkbox"/> Part III – Design Development | <input checked="" type="checkbox"/> Part VII – Construction Phase Services |
| <input checked="" type="checkbox"/> Part IV – Construction Documents | <input type="checkbox"/> Part VIII – Other – Construction Document Revisions |

II. Schedule

AECOM will complete the checked scope elements within the timeframes listed below. AECOM will not initiate work on a scope element without prior approval from The Boggy Creek Improvement District.

- Part I – Conceptual Design
- Part II – Schematic Design
- Part III – Design Development 1 week
- Part IV – Construction Documents 1 weeks
- Part V – Building Permit Assistance 2 weeks
- Part VI – Bidding Assistance 1 weeks

- Part VII – Construction Phase Services
- Part VIII - Other – Construction Document Revisions

III. Compensation

Part VIII - services shall be provided on a fixed fee basis. Direct expenses shall be billed at actual cost in addition to the budget provided. These budgets will not be exceeded without Client authorization.

<input type="checkbox"/>	Part I – Conceptual Design	\$0
<input type="checkbox"/>	Part II –Schematic Design	\$0
<input checked="" type="checkbox"/>	Part III – Design Development	\$ 4,100
<input checked="" type="checkbox"/>	Part IV – Construction Documents	\$ 4,700
<input checked="" type="checkbox"/>	Part V – Building Permit Assistance	\$ 1,250
<input checked="" type="checkbox"/>	Part VI – Bidding Assistance	\$ 1,000
<input checked="" type="checkbox"/>	Part VII – Construction Phase Services	\$1,600
<input type="checkbox"/>	Part VIII – Other – Construction Document Revisions	\$0

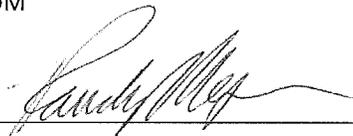
* Miscellaneous printing and reimbursements not to exceed \$250.00.

Agreed To and Accepted By:

Boggy Creek Improvement District,

AECOM

By: _____
Richard Levy

By: 
Randy Mejeur

Its: _____
Chairman
Title

Its: _____
Principal
Title

Date: _____

Date: _____ February 6, 2018



AECOM
150 N Orange Avenue
Suite 200
Orlando, Florida 32801
www.aecom.com

407 843 6552 tel
407 839 1789 fax

Attachment A - Scope of Services:

SCOPE ELEMENTS

Task III – Design Development (60% CDs)

- Attend one (1) two-hour site visit to inventory the existing conditions of the site and document the existing landscape and irrigation materials which require demolition at the Lake Nona Blvd. intersection
- Coordinate with the with Civil Engineer regarding roadway geometry and utility locations
- Provide one (1) set of Landscape and Irrigation Demolition Plans (at a drawing scale of 1" = 20')
- Provide one (1) set of Landscape Plans (at a drawing scale of 1" = 20') for street trees, landscape, and light pole layout based on the Client's preferred plan and section. Plans will include replanting plan for the proposed Lake Nona Blvd. intersection
- Provide input and irrigation co-ordination for POC/POS and all underground sleeving input necessary under roadway and sidewalks
- Provide a Preliminary Opinion of Probable Cost

Task IV – Construction Documents (100% CDs)

- Client shall provide comments on the Task III deliverables within 2 weeks of submittal of those deliverables.
- Further refine design plans based on comments from Task 3
- Coordination of design refinements with Civil Engineer relative to roadway geometry and utilities
- Provide one (1) set of Landscape and Irrigation Demolition Plans (at a drawing scale of 1" = 20')
- Provide one (1) set of Irrigation Plans (at a drawing scale of 1" = 20') to include head layout, pipe sizes, valve locations, sleeves, and details
- Provide one (1) set of Landscape Plans (at a drawing scale of 1" = 20') to include layout of street lighting pole locations, trees, shrubs, and groundcover with details and a plant list
- Provide one (1) Final Opinion of Probable Cost for the Landscape Architectural features of the project (excludes lighting cost)

Task V – Permitting Assistance

- Provide one (1) submittal of 100% Construction Documents to the City of Orlando Permitting Division
- Provide one (1) revision and resubmittal to the 100% CDs based on comments by the City of Orlando

Task VI – Bidding Assistance

- Review contractor bids from one (1) submittal period according to the agreed schedule
- Provide one (1) Bid Document spreadsheet to align with contractor's estimate of costs

Task VII – Construction Phase Services

- Attend one (1) site visit during construction to verify the work performed by the contractor
- Provide one (1) punch list documenting the observations made during the construction site visit

Additional Services – AECOM will provide Additional Services as mutually agreed between AECOM and the Client. An equitable adjustment to AECOM's compensation and time for performance will be made through an amendment to this Agreement for any Additional Services.



AECOM
150 N Orange Avenue
Suite 200
Orlando, Florida 32801
www.aecom.com

407 843 6552 tel
407 839 1789 fax

PROJECT SCHEDULE

AECOM is prepared to begin work on the project immediately upon receipt of this executed Letter of Agreement and a retainer if required under Compensation. AECOM, in consultation with the Client, shall perform its work in such a manner as to comply with a mutually agreed schedule.

ASSIGNED PERSONNEL

The following personnel from AECOM will be assigned to this project, and will have the responsibilities described:

Randy Mejeur	-	Principal-In-Charge/Job Assignment
Michael Brown	-	Project Manager/Job Assignment

BOGGY CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Lake Nona Blvd. at Tavistock Blvd. and Veterans Way

Brief Description: VHB Construction Administration Services for Signalization

Name of Consultant /Vendor: Vanasse Hangen & Brustin, Inc. (VHB)

Is this work pursuant to an existing Agreement? Yes No

If so, name and date of Agreement: _____

Is this project included in the District Capital Improvement Plan? Yes No

Are the services required contemplated in the Capital Improvement Plan? Yes No

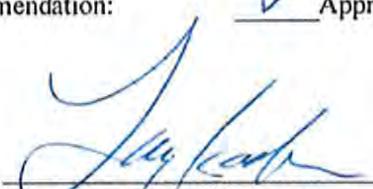
Is this a continuation of previously authorized work? Yes No

Proposal attached: Yes No

Form of Agreement Utilized: _____

Amount of Services: \$ 5,664.⁰⁰

Recommendation: Approve Deny

By: 
Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

- c: Jill Burns
- Jennifer Walden
- Tucker Mackie
- Jeffrey Newton



Phone: 407.839.4006
 Fax: 407.839.4008
 www.vhb.com

Engineers | Scientists | Planners | Designers

Vanasse Hangen Brustlin, Inc.
 Landmark Center Two
 Suite 300
 225 E. Robinson Street
 Orlando, Florida 32801

Client Authorization

New Contract

Date February 6, 2018

Amendment No.

Project No. 63084.02

Project Name Lake Nona Blvd. at Tavistock & Veterans Way
 Signal Construction Administration Services

To:	Cost Estimate	Amendment	Contract Total
Boggy Creek Improvement District C/o John Florio, P.E. Donald W. McIntosh Associates, Inc. 2200 Park Avenue North Winter Park, FL 32789	Labor	\$5,664.00	
	Expenses	As incurred	

Fixed Fee Time & Expenses
 Cost + Fixed Fee Other

Pursuant to the original agreement, Vanasse Hangen Brustlin, Inc., (VHB) provides this amendment for the additional services as outlined below. The services will be accomplished in accordance with the conditions of the original agreement. The additional scope of work is described below.

PROJECT DESCRIPTION

VHB will provide Construction Administration Services for the Boggy Creek Improvement District for the construction of a mast arm signal at the intersection of Lake Nona Boulevard and Tavistock Lakes/Veterans Way located in the City of Orlando, Florida.

SCOPE OF SERVICES

Task 1: Construction Administration Services

VHB will provide Construction Administration Services for the construction of a mast arm signal at the intersection of Lake Nona Boulevard and Tavistock Lakes/Veterans Way. The approved signal plans designed by VHB for the project will be used as the basis for the Construction Administration Services.

The Construction Administration Services will be performed to evaluate if the traffic signal is installed and operates in compliance with the engineering plans approved by the City of Orlando and in accordance with the City of Orlando Traffic Operation requirements. The determination will be based on the following:

- VHB will review of the signal plans to regain familiarity with the project.
- Shop Drawing Review: VHB will review submittals for signal related components of the project. VHB's review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods,

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB will not be responsible any deviations from VHB's documents or other documents which are not brought to the attention of VHB in writing by the contractor. VHB will not be required to review partial submissions or those for which submission of correlated items have not been received.

- Construction Administration: VHB will make periodic field visits to observe construction, as well as attend the testing of the infrastructure prior to Regulatory Agency Certification. These observations will not be exhaustive or continuous. VHB will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor or the safety precautions and programs incidental to the work of the contractor. VHB will keep the Client informed of the progress of the work and will advise the Client of known patent defects and deficiencies in such work. These visits will be scheduled as necessary for certification purposes or as requested by the Client. VHB has estimated a one (1) month site construction duration with a total of four (4) site visits. This amendment assumes that the Client or Contractor will prepare the National Pollutant Discharge Elimination System Notice of Intent (NPDES NOI), perform weekly monitoring and file for the Notice of Termination ("NOT").
- VHB will respond to contractor's requests for information (RFIs).
- Once the project has been completed in conformance with the approved construction plans, VHB will prepare a Certification Letter to the City of Orlando.

ADDITIONAL SERVICES REQUIRED FOR SIGNAL APPROVAL

Should any additional services be required outside of Task 1 described above, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee and schedule required to complete the additional work items.

ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members as required.

SERVICES NOT INCLUDED

The following services have not been included in this Amendment at this time:

- Preparation of record drawings and as-built drawings
- Survey services
- Geotechnical services
- Testing services
- Construction inspection services

SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client. Since the Construction Administration Services are dependent on the progress of the signal construction, VHB will follow the schedule provided by the signal contractor.

COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on for a lump sum of \$5,664.

Project Element	Fee
Task 1: Construction Administration Services	\$5,664
Total Lump Sum Fee	\$5,664

In addition to the labor compensation, VHB will be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at their actual cost. If sub-consultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/ administration.

Prepared By: Kathryn Lee

Department Approval: P. Yeargain

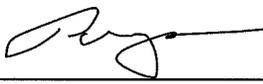
Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated 8/15/2017

Vanasse Hangen Brustlin, Inc. Authorization

Client Authorization (Please sign original and return)

By 

By _____

Title Paul W. Yeargain, P.E.

Title _____

Title Managing Director, Orlando

Date February 6, 2018

Date _____

**BOGGY CREEK
IMPROVEMENT
DISTRICT**

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

Boggy Creek Improvement District
Statement of Financial Position
As of 1/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$105,137.86				\$105,137.86
State Board of Administration	1,233.61				1,233.61
Due From Other Governmental Units	14,619.89				14,619.89
Deposits	4,300.00				4,300.00
General Reserve	0.88				0.88
Infrastructure Capital Reserve	39,289.59				39,289.59
Interchange Maintenance Reserve	7,097.04				7,097.04
Debt Service Reserve A1 Bond		\$3,954,031.25			3,954,031.25
Revenue A1 Bond		58.70			58.70
General Checking Account			\$13,113.89		13,113.89
Acquisition/Construction A1 Bond			1,537,659.07		1,537,659.07
Total Current Assets	<u>\$171,678.87</u>	<u>\$3,954,089.95</u>	<u>\$1,550,772.96</u>	<u>\$0.00</u>	<u>\$5,676,541.78</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,954,089.95	\$3,954,089.95
Amount To Be Provided				48,270,910.05	48,270,910.05
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$52,225,000.00</u>	<u>\$52,225,000.00</u>
Total Assets	<u><u>\$171,678.87</u></u>	<u><u>\$3,954,089.95</u></u>	<u><u>\$1,550,772.96</u></u>	<u><u>\$52,225,000.00</u></u>	<u><u>\$57,901,541.78</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$23,398.25				\$23,398.25
Accounts Payable			\$63,212.29		63,212.29
Total Current Liabilities	<u>\$23,398.25</u>	<u>\$0.00</u>	<u>\$63,212.29</u>	<u>\$0.00</u>	<u>\$86,610.54</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$52,225,000.00	\$52,225,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$52,225,000.00</u>	<u>\$52,225,000.00</u>
Total Liabilities	<u><u>\$23,398.25</u></u>	<u><u>\$0.00</u></u>	<u><u>\$63,212.29</u></u>	<u><u>\$52,225,000.00</u></u>	<u><u>\$52,311,610.54</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$69,306.58				\$69,306.58
Current Year Net Assets, Unrestricted	650.00				650.00
Net Assets - General Government	(117,894.01)				(117,894.01)
Current Year Net Assets - General Government	196,218.05				196,218.05
Net Assets, Unrestricted		(\$4,119,295.41)			(4,119,295.41)
Current Year Net Assets, Unrestricted		(648.67)			(648.67)
Net Assets - General Government		8,074,034.03			8,074,034.03
Net Assets, Unrestricted			(\$22,384,631.35)		(22,384,631.35)
Net Assets, Unrestricted			(2,344,226.06)		(2,344,226.06)
Current Year Net Assets, Unrestricted			(480,558.08)		(480,558.08)
Net Assets - General Government			26,696,976.16		26,696,976.16
Total Net Assets	<u><u>\$148,280.62</u></u>	<u><u>\$3,954,089.95</u></u>	<u><u>\$1,487,560.67</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,589,931.24</u></u>
Total Liabilities and Net Assets	<u><u>\$171,678.87</u></u>	<u><u>\$3,954,089.95</u></u>	<u><u>\$1,550,772.96</u></u>	<u><u>\$52,225,000.00</u></u>	<u><u>\$57,901,541.78</u></u>

Boggy Creek Improvement District
Statement of Activities
As of 1/31/2018

	General	Debt Service	Capital Projects	General Long-Term Debt	Total
<u>Revenues</u>					
Off-Roll Assessments	\$391,559.26				\$391,559.26
Inter-Fund Transfers In	650.00				650.00
Other Assessments		\$1,338,208.25			1,338,208.25
Inter-Fund Group Transfers In		(2,643.24)			(2,643.24)
Inter-Fund Transfers In			\$1,993.24		1,993.24
Total Revenues	<u>\$392,209.26</u>	<u>\$1,335,565.01</u>	<u>\$1,993.24</u>	<u>\$0.00</u>	<u>\$1,729,767.51</u>
<u>Expenses</u>					
Supervisor Fees	\$1,600.00				\$1,600.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	1,571.35				1,571.35
Management	11,666.68				11,666.68
Engineering	6,207.50				6,207.50
District Counsel	3,598.68				3,598.68
Assessment Administration	7,500.00				7,500.00
Audit	523.00				523.00
Travel and Per Diem	44.51				44.51
Telephone	13.35				13.35
Postage & Shipping	34.48				34.48
Copies	666.00				666.00
Legal Advertising	841.92				841.92
Miscellaneous	21.00				21.00
Web Site Maintenance	435.00				435.00
Dues, Licenses, and Fees	175.00				175.00
Electric	327.66				327.66
Water Reclaimed	4,384.78				4,384.78
General Insurance	3,672.00				3,672.00
Property & Casualty	64.00				64.00
Irrigation	7,305.50				7,305.50
Landscaping Maintenance & Material	93,108.00				93,108.00
Flower & Plant Replacement	5,929.41				5,929.41
IME - Aquatics Maintenance	1,085.48				1,085.48
IME - Irrigation	1,654.00				1,654.00
IME - Landscaping	26,557.68				26,557.68
IME - Lighting	373.41				373.41
IME - Water Reclaimed	73.56				73.56
Streetlights	12,683.13				12,683.13
Interest Payments - A1 bond		\$1,338,265.63			1,338,265.63
Engineering			\$153,459.71		153,459.71
District Counsel			33,647.15		33,647.15
Legal Advertising			314.18		314.18
Contingency			296,136.62		296,136.62
Total Expenses	<u>\$195,367.08</u>	<u>\$1,338,265.63</u>	<u>\$483,557.66</u>	<u>\$0.00</u>	<u>\$2,017,190.37</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$25.87				\$25.87
Interest Income		\$2,051.95			2,051.95
Interest Income			\$1,006.34		1,006.34
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$25.87</u>	<u>\$2,051.95</u>	<u>\$1,006.34</u>	<u>\$0.00</u>	<u>\$3,084.16</u>
Change In Net Assets	\$196,868.05	(\$648.67)	(\$480,558.08)	\$0.00	(\$284,338.70)
Net Assets At Beginning Of Year	(\$48,587.43)	\$3,954,738.62	\$1,968,118.75	\$0.00	\$5,874,269.94
Net Assets At End Of Year	<u>\$148,280.62</u>	<u>\$3,954,089.95</u>	<u>\$1,487,560.67</u>	<u>\$0.00</u>	<u>\$5,589,931.24</u>

Boggy Creek Improvement District

Budget to Actual

For the Month Ending 01/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Revenues</u>				
Off-Roll Assessments	\$ 391,559.26	\$ 232,000.00	\$ 159,559.26	\$ 696,000.00
Net Revenues	\$ 391,559.26	\$ 232,000.00	\$ 159,559.26	\$ 696,000.00
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 1,600.00	\$ 1,600.00	\$ -	\$ 4,800.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	1,191.67	2,058.33	3,575.00
Trustee Services	1,571.35	666.67	904.68	2,000.00
Management	11,666.68	11,666.67	0.01	35,000.00
Engineering	600.00	3,333.33	(2,733.33)	10,000.00
Engineering (Public Facilities Report)	5,607.50	-	5,607.50	-
Dissemination Agent	-	1,666.67	(1,666.67)	5,000.00
District Counsel	3,598.68	10,000.00	(6,401.32)	30,000.00
Assessment Administration	7,500.00	2,500.00	5,000.00	7,500.00
Audit	523.00	1,280.00	(757.00)	3,840.00
Arbitrage Calculation	-	400.00	(400.00)	1,200.00
Travel and Per Diem	44.51	166.67	(122.16)	500.00
Telephone	13.35	83.33	(69.98)	250.00
Postage & Shipping	34.48	83.33	(48.85)	250.00
Copies	666.00	500.00	166.00	1,500.00
Legal Advertising	841.92	1,500.00	(658.08)	4,500.00
Bank Fees	-	16.67	(16.67)	50.00
Miscellaneous	21.00	1,000.00	(979.00)	3,000.00
Web Site Maintenance	435.00	416.67	18.33	1,250.00
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00
Total General & Administrative Expenses	\$ 38,148.47	\$ 38,130.00	\$ 18.47	\$ 114,390.00

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<u>Field Operations Expenses</u>				
Electric Utility Services				
Electric	\$ 327.66	\$ 666.67	\$ (339.01)	\$ 2,000.00
Entry Lighting	-	166.67	(166.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	4,384.78	6,666.67	(2,281.89)	20,000.00
Stormwater Control				
Mitigation Area	-	1,666.67	(1,666.67)	5,000.00
Aquatic Contract	-	1,666.67	(1,666.67)	5,000.00
Other Physical Environment				
Equipment Rental	-	833.33	(833.33)	2,500.00
General Insurance	3,672.00	1,350.00	2,322.00	4,050.00
Property & Casualty	64.00	33.33	30.67	100.00
Other Insurance	-	250.00	(250.00)	750.00
Irrigation	7,305.50	13,333.33	(6,027.83)	40,000.00
Landscaping Maintenance & Material	93,108.00	93,457.78	(349.78)	280,373.33
Landscape Improvements	-	1,666.67	(1,666.67)	5,000.00
Tree Trimming	-	1,666.67	(1,666.67)	5,000.00
Flower & Plant Replacement	5,929.41	6,666.67	(737.26)	20,000.00
Contingency	-	1,840.63	(1,840.63)	5,521.90
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	1,085.48	1,148.33	(62.85)	3,445.00
IME - Irrigation	1,654.00	10,833.33	(9,179.33)	32,500.00
IME - Landscaping	26,557.68	26,557.70	(0.02)	79,673.10
IME - Lighting	373.41	812.50	(439.09)	2,437.50
IME - Miscellaneous	-	270.83	(270.83)	812.50
IME - Water Reclaimed	73.56	1,083.33	(1,009.77)	3,250.00
Road & Street Facilities				
Entry and Wall Maintenance	-	1,666.67	(1,666.67)	5,000.00
Streetlights	12,683.13	11,666.67	1,016.46	35,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	440.00	(440.00)	1,320.00
Reserves				
Infrastructure Capital Reserve	-	6,722.22	(6,722.22)	20,166.67
Interchange Maintenance Reserve	-	786.67	(786.67)	2,360.00
Total Field Operations Expenses	\$ 157,218.61	\$ 193,920.00	\$ (36,701.39)	\$ 581,760.00
Total Expenses	\$ 195,367.08	\$ 232,050.00	\$ (36,682.92)	\$ 696,150.00
Income (Loss) from Operations	\$ 196,192.18	\$ (50.00)	\$ 196,242.18	\$ (150.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 25.87	\$ 50.00	\$ (24.13)	\$ 150.00
Total Other Income (Expense)	\$ 25.87	\$ 50.00	\$ (24.13)	\$ 150.00
Net Income (Loss)	\$ 196,218.05	\$ -	\$ 196,218.05	\$ -

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	YTD Actual
<u>Revenues</u>					
Off-Roll Assessments	\$ 56,905.41	\$ 291,094.68	\$ -	\$ 43,559.17	\$ 391,559.26
Net Revenues	\$ 56,905.41	\$ 291,094.68	\$ -	\$ 43,559.17	\$ 391,559.26
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,600.00
Financial & Administrative					
Public Officials' Liability Insurance	3,250.00	-	-	-	3,250.00
Trustee Services	1,571.35	-	-	-	1,571.35
Management	2,916.67	2,916.67	2,916.67	2,916.67	11,666.68
Engineering	-	300.00	-	300.00	600.00
Engineering (Public Facilities Report)	-	-	3,622.50	1,985.00	5,607.50
Dissemination Agent	-	-	-	-	-
District Counsel	-	-	1,716.64	1,882.04	3,598.68
Assessment Administration	7,500.00	-	-	-	7,500.00
Audit	-	-	23.00	500.00	523.00
Arbitrage Calculation	-	-	-	-	-
Travel and Per Diem	-	13.41	13.41	17.69	44.51
Telephone	-	-	13.35	-	13.35
Postage & Shipping	-	3.22	31.26	-	34.48
Copies	-	519.00	147.00	-	666.00
Legal Advertising	248.75	200.67	196.25	196.25	841.92
Bank Fees	-	-	-	-	-
Miscellaneous	-	-	-	21.00	21.00
Web Site Maintenance	120.00	105.00	105.00	105.00	435.00
Dues, Licenses, and Fees	175.00	-	-	-	175.00
Total General & Administrative Expenses	\$ 16,181.77	\$ 4,457.97	\$ 9,185.08	\$ 8,323.65	\$ 38,148.47
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ -	\$ -	\$ 163.37	\$ 164.29	\$ 327.66
Entry Lighting	-	-	-	-	-
Water-Sewer Combination Services					
Water Reclaimed	-	-	1,468.78	2,916.00	4,384.78
Stormwater Control					
Mitigation Area	-	-	-	-	-
Aquatic Contract	-	-	-	-	-

Boggy Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2018

	Oct-17	Nov-17	Dec-17	Jan-18	YTD Actual
Other Physical Environment					
Equipment Rental	-	-	-	-	-
General Insurance	3,672.00	-	-	-	3,672.00
Property & Casualty Insurance	64.00	-	-	-	64.00
Other Insurance	-	-	-	-	-
Irrigation	-	2,993.75	1,116.50	3,195.25	7,305.50
Landscaping Maintenance & Material	23,202.00	23,202.00	23,502.00	23,202.00	93,108.00
Landscape Improvements	-	-	-	-	-
Tree Trimming	-	-	-	-	-
Flower & Plant Replacement	-	1,440.00	4,489.41	-	5,929.41
Contingency	-	-	-	-	-
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	271.37	271.37	271.37	271.37	1,085.48
IME - Irrigation	-	1,654.00	-	-	1,654.00
IME - Landscaping	6,639.42	6,639.42	6,639.42	6,639.42	26,557.68
IME - Lighting	-	-	313.39	60.02	373.41
IME - Miscellaneous	-	-	-	-	-
IME - Water Reclaimed	-	-	5.16	68.40	73.56
Road & Street Facilities					
Entry and Wall Maintenance	-	-	-	-	-
Streetlights	-	162.50	8,005.69	4,514.94	12,683.13
Parks & Recreation					
Personnel Leasing Agreement	-	-	-	-	-
Reserves					
Infrastructure Capital Reserve	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-
Total Field Operations Expenses	\$ 33,848.79	\$ 36,363.04	\$ 45,975.09	\$ 41,031.69	\$ 157,218.61
Total Expenses	\$ 50,030.56	\$ 40,821.01	\$ 55,160.17	\$ 49,355.34	\$ 195,367.08
Income (Loss) from Operations	\$ 6,874.85	\$ 250,273.67	\$ (55,160.17)	\$ (5,796.17)	\$ 196,192.18
Other Income (Expense)					
Interest Income	\$ 5.57	\$ 6.55	\$ 6.80	\$ 6.95	\$ 25.87
Total Other Income (Expense)	\$ 5.57	\$ 6.55	\$ 6.80	\$ 6.95	\$ 25.87
Net Income (Loss)	\$ 6,880.42	\$ 250,280.22	\$ (55,153.37)	\$ (5,789.22)	\$ 196,218.05