

***Bonnet Creek Resort Community  
Development District***

***Agenda***

***August 16, 2019***

# AGENDA



# ***Bonnet Creek Resort***

## ***Community Development District***

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135 W. Central Blvd., Suite 320, Orlando, FL 32801

Phone: 407-841-5524 – Fax: 407-839-1526

August 9, 2019

Board of Supervisors  
**Bonnet Creek Resort**  
Community Development District

Dear Board Members:

The Board of Supervisors of the Bonnet Creek Resort Community Development District will meet Friday, August 16, 2019 at 2:00 p.m. at the Waldorf Astoria Orlando Hotel, 14200 Bonnet Creek Resort Lane, Orlando FL 32821. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the July 19, 2019 Meeting
4. Consideration of Resolution 2019-05 Approval of RCID Settlement Agreement
5. Ratification of Pump Station Quote with Watertronics
6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Consideration of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Field Manager's Report
7. Supervisor's Requests
8. Other Business
9. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the July 19, 2019 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2019-05 approval of RCID Settlement Agreement. A copy of the resolution is enclosed for your review.

The fifth order of business is ratification of pump station quote with Watertronics. A copy of the quote is enclosed for your review.

The sixth order of business is Staff Reports. Section C is the District Manager's Report. Section 1 includes the check registers with invoices for approval. Section 2 includes the balance sheet and

income statement for your review. Section 3 is the Field Manager's Report. A copy of the report is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
John Florio, District Engineer  
Darrin Mossing, GMS

# MINUTES

MINUTES OF MEETING  
BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bonnet Creek Resort Community Development District was held Friday, July 19, 2019 at 2:00 p.m. at the Wyndham Bonnet Creek Resort, 9560 Via Encinas, Lake Buena Vista, Florida.

Present and constituting a quorum were:

Peter Kacheris	Chairman
Bob Gaul	Vice Chairman
Dan Paris	Secretary by telephone
Ruth Perry	Treasurer
Randall Greene	Assistant Treasurer

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
John Florio	District Engineer
Clayton Smith	Field Manager

*The following is a summary of the minutes and actions taken at the July 19, 2019 Board of Supervisors meeting and a copy of the proceedings can be obtained by contacting the District Manager.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the June 6, 2019 Meeting**

On MOTION by Mr. Greene seconded by Mr. Gaul with all in favor the minutes of the June 6, 2019 meeting were approved, as presented.

**FOURTH ORDER OF BUSINESS****Discussion of Taxi and Staging Lane Construction Bids**

Mr. Florio stated I handed out a memorandum regarding our taxi and staging lane bid. We had eight contractors pick up plans, we advertised twice in the Sentinel, opened the bids on Tuesday, July 16, 2019 at 2:00 p.m. and received one bid at a total cost of \$719,000. I, my staff and the Design Engineer reviewed the bid and we recommend you reject the bid as being significantly over the estimate and I can't support some of the unit prices.

One option is we reject the bid and try to find contractors more suitable for this size of work and we rebid the project. The second option is combine it with a later project like the grinding and repaving of all of Chelonia Parkway where this becomes the secondary piece of that contract, but it may defer it for quite some time. The other option is we try to find a contractor working on the property and see if we can negotiate a number that is under our existing rules and see if we can get a better price.

Mr. Kacheris stated I think we should look at smaller contractors. I'm not crazy about you combining this and getting it done down the road.

On MOTION by Mr. Gaul seconded by Mr. Kacheris with all in favor the bid was rejected and staff was directed to contact contractors and rebid.

**FIFTH ORDER OF BUSINESS****Ratification of Pump Station Maintenance Agreement with Hoover Pumping Systems**

Mr. Flint stated next is ratification of a maintenance agreement with Hoover that we are required to enter into and I had to execute it. They traditionally have done it for two years and they have reduced it to one year. We are only doing the maintenance agreement on the actual pump station and not the points of connections and that is \$2,590. We didn't have an alternative even though we are looking at replacing this entire system. If this agreement expired then our ability to monitor the pump station would have gone away, the internet service and access to the software to monitor it remotely.

On MOTION by Mr. Kacheris seconded by Ms. Perry with all in favor the Pump Station Maintenance Agreement with Hoover Pumping Systems in the amount of \$2,590.00, was ratified.

## **SIXTH ORDER OF BUSINESS**

### **Discussion of Wyndham Directional Signage Change Request**

Mr. Florio stated Wyndham is changing their logo. We were approached by the contractor retained by the Wyndham to change the name of the property to Club Wyndham. There are three parts to this, the first is two marquee signs at the entries to their property and the other is the sign panels in the wayfinding sign on the parkway. Both signs need to go through permitting in Orange County and both signs need to comply with our recently approved master sign plan and I believe they do. The contractor who has done this was provided copies of the sign plans, etc. They will have to permit this through the County and as it relates to their marquee sign it is up to you as to whether or not you have an objection. The wayfinding signs are a standard brown name sign with an arrow directional, which is as cookie cutter as they get. The Wyndham is asking for your concurrence with the sign so they can go to permitting through the contractor and wanted to make sure you had no objection to these. What is still on the table is how we deal with the entry sign when and if we get it under construction primarily because Wyndham has dropped the “W” logos. The question I raised to the Wyndham group is what do you want to do with the 2 X 2 panels where Waldorf has their “W” or JW has the “JW” logo or whatever and they are evaluating that now. It may be the two words, Club Wyndham.

Mr. Flint stated on the marquee signs I don’t think the CDD has any involvement in that. The marquee signs are not CDD signs and they are on private property.

Mr. Florio stated the ones we control are in the median and I wanted you to see both because the “Club” on the Wyndham is offset intentionally, and that is a little bit different than everything else you have in the median.

Ms. Perry asked the sign in the median is it going to be Club Wyndham over each other?

Mr. Flint stated yes.

Ms. Perry stated isn’t that awfully small and it won’t line up.

Mr. Florio stated there is no logo piece, the words are now the logo, the offset in the Club to the Wyndham is part of the brand ID. The signs that go in the median, they have already been told they are preset signs so you can fit what you can fit on there and that is it.

Mr. Flint stated the fonts are uniform.

Ms. Perry stated the one in the median can't be offset it needs to be Club Wyndham, so it is all lined up.

Mr. Florio stated that is against their brand.

Ms. Perry stated they are all against the brand. It needs to be in a row and if it can't be in a row then it needs to be stacked on top of each other.

Mr. Gaul stated the only thing that I ask is that when we do the big marquee sign and have those panels if we can do it there.

Mr. Kacheris stated we are doing logos there for all of us.

Mr. Gaul stated the directional sign is Club Wyndham same alignment and when we get to the panels it will be Club Wyndham offset the way our logo is.

Mr. Florio stated there are two sets of panels in the master sign, there are panels on the big board and the boxes, the 2 X 2 squares and on the sidewalls it only says Bonnet Creek Resort and each of the property parcels have a 2 X 2 square on the wingwalls. My point is as we sit today each of those 2 X 2 squares include a graphic logo with no words. Your narrative will now add at least words in two of those six panels, Ruth's point is they are going to be so small I'm not sure you will be able to read it, which is why I raised the question to the brand as to what exactly they want for the master sign plan so we can get those designers to take a look at that. We don't have to decide that today.

Mr. d'Adesky stated based on the timing of this and how it is approved, if they want to make this change sooner rather later would you want to approve this subject to them lining that up or let them come back with something.

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the Wyndham Directional Signage Change Request was approved subject to the letters aligning.
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## **SEVENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. d'Adesky stated the Engineer got us this week the legal descriptions and appropriate information for the reconfiguration of the Marriott easement and we are working on that.

Crosby Island access, right now our easement for our property is being reviewed by the Forestry Service, we had submitted comments to it, concerns regarding liability and that is all being reviewed by the forestry service and the portion of the Crosby Island trail that has been opened is on County property, not our property.

Mr. Flint stated there was an announcement from the County about the big grand opening of the Crosby Island Recreation.

Mr. Florio stated the topic Andrew was talking about was our position with the State and National Forest Service as it relates to putting a trail around Crosby Island Marsh. It has nothing to do with our situation with Lennar.

Mr. d'Adesky stated they are still undergoing a survey right now and that took more than 30 days to start.

Mr. Florio stated the proposed path for the trail from the trail service runs through the subdivision to our north and leaves a publicly dedicated right of way to go through the 20 feet that the District was supposed to get that will still be retained by Lennar and likely be in the way of being able to consummate this deal if we don't close that loop.

## **B. Engineer**

Mr. Florio stated signage, we have a meeting on the 23<sup>rd</sup> of July with the attorneys and Kate from Reedy Creek to hopefully finalize our agreement and figure out how long it will take them to get us our check.

Mr. Kacheris asked when you say finalize, what does that mean?

Mr. d'Adesky stated we don't know what that means. They haven't sent us comments, any insinuation as to what we are going to discuss.

Mr. Florio stated they said they thought it would be better if we sit down and try to hash it out instead of forwarding drafts back and forth.

Mr. d'Adesky stated it seems to imply there is more than one thing they want to discuss.

Mr. Florio stated the JW Marriott easements are all complete, all sketches and legal descriptions have been completed and legal is working on documentation to vacate the portion and accept the new portion. We are also working on the irrigation metering; we found a work around until we build the ultimate station to get them water and we are working through that now.



Mr. Florio stated Waldorf and Hilton, their project is still in discussion. There is nothing permanent being requested yet.

Mr. Florio stated I had a very good meeting with the Manager of the Waldorf, the managing partner of the Waldorf and the Golf Course Manager, very helpful and accommodating and we landed on a location for the proposed irrigation pump station, which is by the maintenance yard for the existing golf course. The backdrop on this story is our existing pump station is located much further south in an easement granted to the District at the time it was originally constructed with a linear easement through the entire golf course to get out to the boulevard. The intent is, we will be given permission to construct the new station in its new location including all its improvements and effectively vacate our existing easement, take the old station out of their way and get grants of a new easement for the new station. This plan is one of the higher of the two so I'm not suggesting that we change the budget of \$1.2 million yet, that you approved last time but this sketch and the approval of the landowner will now allow us to get final scopes of services and budgets for survey and design and a better estimate on construction, etc. We are going to move forward with this site unless someone has an objection to it. We are going to refine the bids and numbers and try to put together a package so we can start taking bids for it. The benefits are it is accessible off the cart path entrance, it has power close by, and we have a way to buffer it.

Mr. Kacheris stated when this gets finalized I need to go to my owners because I'm not authorized to sign easements.

Mr. Florio stated Reese is reviewing the design now, the exact location of the site. We are going to sketch it and I will do a box diagram for you that shows existing and proposed and let you start floating that.

Mr. Kacheris stated the people I report to don't care; if I like it they like it. It is just the legal stuff.

Mr. Paris stated I highly suggest that Jan or Andrew draft the easement on behalf of the CDD because we have been doing this for some time now and it might simplify what Washington, D.C. lawyers might do.

Mr. Kacheris stated I will remind them that we need the cooperation of the CDD for the construction lane, which will be forthcoming right after we do this easement.

**C. Manager**

**i. Consideration of Check Register**

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the check register was approved.

**ii. Balance Sheet and Income Statement**

A copy of the balance sheet and income statement were included in the agenda package.

**iii. Statement of Financial Interests Filing Reminder**

Mr. Flint stated this is just a friendly reminder on the form 1, we do have one Board Member who hasn't filed yet. We like to remind Board Members to make sure they file their financial disclosure form by July 1. There is a grace period but it is at a point you will start to get fined \$25 a day by the state. You can do it by email now rather than having to hand deliver it.

**iv. Field Manager's Report**

Mr. Smith gave an overview of the Field Manager's report, copy of which was included in the agenda package.

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the two proposals with Berry Construction for Wall and Fence Repairs along Chelonia Parkway, were approved.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Other Business**

There being none,

On MOTION by Mr. Kacheris seconded by Mr. Greene with all in favor the meeting adjourned at 2:52 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**RESOLUTION NO. 2019-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A SETTLEMENT AGREEMENT BETWEEN THE REEDY CREEK IMPROVEMENT DISTRICT AND THE BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT (“SETTLEMENT AGREEMENT”); APPROVING THE EXECUTION AND DELIVERY OF A TEMPORARY CONSTRUCTION EASEMENT, A NON-EXCLUSIVE MULTI-USE PERMANENT EASEMENT AGREEMENT, A SPECIAL WARRANTY DEED AND ALL OTHER DOCUMENTS DEEMED NECESSARY TO CONCLUDE AND PERFORM UNDER THE SETTLEMENT AGREEMENT; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE SETTLEMENT AGREEMENT; MAKING CERTAIN DECLARATIONS; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bonnet Creek Community Development District (the “District”) was established by Ordinance Number 2000-16 of the Board of County Commissioners in and for Orange County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, District owns and maintains certain property within Orange County and the boundaries of District (“Bonnet Creek CDD Property”), which is part of a certain resort development within Orange County known generally as the Bonnet Creek Resort; and

**WHEREAS**, District is located adjacent to certain property owned by Walt Disney Parks and Resorts U.S., Inc. (“WPDR”), and the Reedy Creek Improvement District (“RCID”) owns certain property and infrastructure elements adjacent to the Bonnet Creek CDD Property, including roads, sidewalks, rights-of-way, access, landscape areas, and other road appurtenances (“RCID Property”); and

**WHEREAS**, RCID was established in 1967 as a political subdivision of the State of Florida and has authority over the RCID Property, and its authority and powers include, but are not limited to, the exercise of governmental powers in the areas of planning, permitting, approval of development and construction of infrastructure, including road improvements within its jurisdiction and the power of eminent domain both within and outside the boundaries of RCID; and

**WHEREAS**, the Bonnet Creek CDD Property is accessible by automobile and other ground-based vehicular traffic only through and on RCID Property; and

**WHEREAS**, WPDR and RCID have previously cooperated with District and its predecessors-in-interest, through an agreement with World Union Industrial Corporation, LTD and

Bonnet Creek Venture, LTD, dated May 2<sup>nd</sup>, 1995, as amended, regarding the development of the Bonnet Creek Resort and Bonnet Creek CDD Property, in which RCID provides for right-of-way utilization permits and related approvals for approvals related to offsite wayfinding/directional signage (the “Directional Signage”) and entry monuments and signage placed at the entrance to the Bonnet Creek Resort located at the intersection of Chelonia Parkway and Buena Vista Drive as more particularly (the “Bonnet Creek Entry Signage”); and

**WHEREAS**, RCID has planned, permitted and approved the expansion of Buena Vista Drive and related roadway improvements, construction and development adjacent to Bonnet Creek CDD (the “Buena Vista Drive Expansion”) that require the acquisition of real property for road right-of-way from Bonnet Creek CDD, the destruction and replacement of the Bonnet Creek Entry Signage and the replacement of landscaping and other improvements of Bonnet Creek CDD; and

**WHEREAS** in lieu of RCID filing an eminent domain proceeding under Chapter 73, *Florida Statutes*, the District finds a settlement to be in the best interests of the public, and, by the Settlement Agreement, the parties thereto agreed to the fair and reasonable amount of compensation to be paid for the property to be taken, for damages to related improvements, and for the repayment of certain costs and expenses incurred by District; and

**WHEREAS**, to simplify RCID’s acquisition of the necessary right-of-way parcels of real property owned by Bonnet Creek CDD (the “Bonnet Creek Exchange Parcel”), the Bonnet Creek Exchange Parcel will be exchanged for multi-use easement(s) covering parcel(s) of real property owned by RCID, including, but not limited to, drainage, landscaping, viewshed, signage, construction and permanent easement rights more particularly described herein (the “RCID Exchange Parcel”) of approximately equivalent benefit to the District; and

**WHEREAS**, the cooperation of the RCID is and will be necessary during the demolition, installation, replacement and relocation of the Bonnet Creek Entry Signage and to for the orderly transportation flow while maintaining traffic and pedestrian safety, property values and the appearance of the District, RCID Property and the Disney Resort community; and

**WHEREAS**, RCID has agreed to grant construction easements, and for the installation, replacement and relocation of the Bonnet Creek Entry Signage; and

**WHEREAS**, the Settlement Agreement establishes terms necessary to provide for (1) the orderly exchange of the Bonnet Creek Exchange Parcel for the RCID Exchange Parcel, (2) the granting of an easement to allow for construction and operation of the Bonnet Creek Entry Signage, (3) provision of safety and temporary signage, (4) the locations for the Directional Signage, and (5) the settlement of potential claims in eminent domain through the payment by RCID to the District for the demolition of old signage and the construction, installation and maintenance of the Bonnet Creek Entry Signage; and

**WHEREAS**, the Board previously approved the form of Settlement Agreement through Resolution 2019-03 and, following the approval of Resolution 2019-03, engaged in further negotiation with RCID, resulting in the attached proposed final settlement agreement; and

**WHEREAS**, there have been submitted to this meeting with respect to the conclusion of Settlement negotiations:

- (i) proposed final Settlement Agreement, attached hereto as Exhibit A;
- (ii) a form of Temporary Easement Agreement between the District and RCID, attached hereto as an exhibit to the Settlement Agreement (the “Temporary Easement”);
- (iii) a form of Non- Exclusive Multi-Use Permanent Easement Agreement between the District and RCID, attached hereto as an exhibit to the Settlement Agreement (the “Multi-Use Easement”); and
- (iv) a form of Special Warranty Deed, from the District to RCID, attached hereto as an exhibit to the Settlement Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of Bonnet Creek Resort Community Development District, as follows:

**Section 1. Authorization, of Settlement with RCID.** The District finds it to be in the best interests of the District to settle the eminent domain issues with RCID under the terms of the Settlement Agreement, and directs and authorizes District Staff to perform all actions necessary to effectuate and perform under the Settlement Agreement.

**Section 2. Designation of Attesting Members.** The Chairman or the Secretary of the Board, or in the case of the absence of either or the inability to act of either, the Vice Chairman or Assistant Secretaries and members of the Board (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on any and all other documents which may be necessary or helpful in connection with the execution and performance of the Settlement Agreement.

**Section 3. Settlement Agreement.** The District hereby approves the Settlement Agreement and authorizes the execution by the Chairman or any Designated Member and the Secretary of the Board (the “Secretary”) and the delivery of the Settlement Agreement in substantially the form thereof attached hereto as Exhibit A, with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Settlement Agreement.

**Section 4. Settlement Agreement.** The District hereby approves the form of the Temporary Easement, form of Non- Exclusive Multi-Use Permanent Easement Agreement, and form of Special Warranty Deed, and authorizes the execution by the Chairman or any Designated Member and the Secretary and the delivery of these documents with such changes therein as shall be approved by the Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Settlement Agreement.

**Section 5. Further Official Action; Ratification of Prior and Subsequent Acts.**

The Chairman, the Secretary and each member of the Board and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairman or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. In addition to the authorization of changes otherwise permitted under the terms of this Resolution, the Chairman or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the reimbursement amounts and costs for signage. Execution by the Chairman or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such changes. All the acts and doings of such members of the Board, the officers of the District, and the agents, staff and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

**Section 6. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**Section 7. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency. Nothing herein shall rescind any former delegations or authorizations related to the Settlement Agreement, including those made pursuant to Resolution 2019-03.

**Section 8. Public Meetings.** It is hereby found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution and the consummation of the transactions contemplated by this Resolution were adopted in open meetings of the District, and that all deliberations of the District that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

**Section 9. Effective Date.** This Resolution shall take effect immediately upon its adoption.



**PASSED** in Public Session of the Board of Supervisors of Bonnet Creek Resort Community Development District, this 16th day of August 2019.

**BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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Secretary/Assistant Secretary,  
Board of Supervisors

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Chairman, Board of Supervisors

**EXHIBIT A**

**FORM OF SETTLEMENT AGREEMENT**

**(including all exhibits thereto)**

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Jan A. Carpenter, Esq.  
Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Avenue, Suite 1400  
Orlando, Florida 32802

**SETTLEMENT AGREEMENT BETWEEN  
THE REEDY CREEK IMPROVEMENT DISTRICT AND THE  
BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**

**THIS SETTLEMENT AGREEMENT** (“Agreement”) is made and entered into and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between the **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes* and whose mailing address is c/o Governmental Management Services, 135 W. Central Blvd, Suite 320, Orlando, Florida, 32801 (“**Bonnet Creek CDD**”) and the **REEDY CREEK IMPROVEMENT DISTRICT**, a political subdivision of the State of Florida located in Orange and Osceola Counties and whose mailing address is RCID Administration Building, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, 32830 (“**RCID**”) (together, the “**Parties**”).

**RECITALS**

**WHEREAS**, Bonnet Creek CDD was established by Ordinance Number 2000-16 of the Board of County Commissioners in and for Orange County, Florida (the “**County**”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, Bonnet Creek CDD owns and maintains certain property within Orange County and the boundaries of Bonnet Creek CDD (“**Bonnet Creek CDD Property**”), which is part of a certain resort development within Orange County known generally as the **Bonnet Creek Resort**; and

**WHEREAS**, Bonnet Creek CDD is located adjacent to certain property owned by Walt Disney Parks and Resorts U.S., Inc. (“**WDPR**”) and developed with theme parks, hotels, restaurants and various resort amenities known generally as the **Walt Disney World® Resort**; and

**WHEREAS**, RCID owns certain property and infrastructure elements adjacent to the Bonnet Creek CDD Property, including roads, sidewalks, rights-of-way, access, landscape areas, and other road appurtenances ("**RCID Property**"); and

**WHEREAS**, RCID was established in 1967 as a political subdivision of the State of Florida and has authority over the RCID Property, and its authority and powers include, but are not limited to, the exercise of governmental powers in the areas of planning, permitting, approval of development and construction of infrastructure, including roads improvements within its jurisdiction and the power of eminent domain both within and outside the boundaries of RCID; and

**WHEREAS**, the Bonnet Creek CDD Property is accessible by automobile and other ground-based vehicular traffic only through and on RCID Property; and

**WHEREAS**, WDPR and RCID have previously cooperated with Bonnet Creek CDD and its predecessors-in-interest, through an agreement with World Union Industrial Corporation, LTD and Bonnet Creek Venture, LTD, dated May 2<sup>nd</sup>, 1995, as amended, regarding the development of the Bonnet Creek Resort and Bonnet Creek CDD Property, in which RCID provides for right-of-way utilization permits and related approvals for approvals related to offsite wayfinding/directional signage (the "**Directional Signage**") and entry monuments and signage placed at the entrance to the Bonnet Creek Resort located at the intersection of Chelonia Parkway and Buena Vista Drive as more particularly (the "**Bonnet Creek Entry Signage**"); and

**WHEREAS**, RCID has planned, permitted and approved the expansion of Buena Vista Drive and related roadway improvements, construction and development adjacent to Bonnet Creek CDD (the "**Buena Vista Drive Expansion**") that require the acquisition of real property for road right-of-way from Bonnet Creek CDD, the destruction and replacement of the Bonnet Creek Entry Signage and the replacement of landscaping and other improvements of Bonnet Creek CDD; and

**WHEREAS**, the Florida Constitution states that no property shall be taken except for a public purpose and with full compensation to the landowner; and

**WHEREAS** in lieu of RCID filing an eminent domain proceeding under Chapter 73, *Florida Statutes*, RCID and Bonnet Creek CDD find a settlement to be in the best interests of the public, and, by this agreement, the Parties have agreed to the amount of compensation to be paid for the property to be taken, for damages to related improvements, and for the repayment of certain costs and expenses incurred by Bonnet Creek CDD; and

**WHEREAS**, RCID has notified Bonnet Creek CDD that the nature of the Buena Vista Drive Expansion is for road improvements to facilitate traffic flow and alleviate congestion; and

**WHEREAS**, to simplify RCID's acquisition of the necessary right-of-way parcels of real property owned by Bonnet Creek CDD (the "**Bonnet Creek Exchange Parcel**"), the Bonnet Creek Exchange Parcel will be exchanged for easement(s) covering parcel(s) of real property owned by RCID, including, but not limited to, drainage, landscaping, viewshed, signage,

construction and permanent easement rights more particularly described herein (the “**RCID Exchange Parcel**”) ; and

**WHEREAS**, the cooperation of the Parties is and will be necessary during the demolition, installation, replacement and relocation of the Bonnet Creek Entry Signage and to for the orderly transportation flow while maintaining traffic and pedestrian safety, property values and the appearance of Bonnet Creek CDD, RCID Property and the Disney Resort community; and

**WHEREAS**, the RCID has agreed to grant construction easements, and for the installation, replacement and relocation of the Bonnet Creek Entry Signage; and

**WHEREAS**, RCID and Bonnet Creek CDD have established the terms of this Agreement necessary to provide for (1) the orderly exchange of the Bonnet Creek Exchange Parcel for the RCID Exchange Parcel, (2) the granting of an easement to allow for construction and operation of the Bonnet Creek Entry Signage, (3) provision of safety and temporary signage, (4) the locations for the Directional Signage, and (5) the settlement of potential claims in eminent domain through the payment by RCID to Bonnet Creek CDD for the demolition of old signage and the construction, installation and maintenance of the Bonnet Creek Entry Signage.

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

## **AGREEMENT**

### **ARTICLE I: BASIC PROVISIONS**

**1.01 INCORPORATION OF RECITALS.** The recitals stated in the Recitals section above are true and correct and are incorporated by reference herein. The recitals are a substantive and contractual part of this Agreement.

**1.02 COMPLIANCE WITH LAW.** This Agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act and other applicable provision of law. In the performance of all duties described hereunder, the Parties shall comply with all applicable laws, regulations, and permits.

### **ARTICLE II: TEMPORARY CONSTRUCTION EASEMENTS**

**2.01 GRANT OF TEMPORARY CONSTRUCTION EASEMENTS.** To allow for construction of the Bonnet Creek Entry Signage, RCID shall provide Bonnet Creek CDD with a temporary construction easement, in the form attached in **Exhibit A**.

**2.02 PROVISION FOR SAFETY AND TEMPORARY CONSTRUCTION SIGNAGE.** RCID shall be responsible for providing for all necessary and appropriate traffic and construction safety measures and for providing for temporary construction signage for any construction related to the Buena Vista Drive Expansion and Bonnet Creek Entry Signage. RCID shall, at a minimum, provide temporary construction signage at the entrance to Chelonia Parkway.

**ARTICLE III: REPLACEMENT OF BONNET CREEK ENTRY AND DIRECTIONAL  
SIGNAGE AND PAYMENT OF ENTRY SIGNAGE CONSTRUCTION COSTS**

**3.01 APPROVAL OF FORM OF BONNET CREEK ENTRY SIGNAGE.** RCID has agreed to the replacement of the Bonnet Creek Entry Signage as approved the substantially final form as attached in **Exhibit B**, or as otherwise required by governmental entities.

**3.02 PAYMENT FOR CONSTRUCTION COSTS.** As full and complete compensation for Bonnet Creek CDD's costs in removing the existing Bonnet Creek Entry Signage and designing, planning, constructing and installing the replacement Bonnet Creek Entry Signage (including, without limitation, design, engineering, surveying, professional and legal fees and landscaping and lighting costs), RCID shall pay to Bonnet Creek CDD, at the Closing (as hereinafter defined), an amount equal to Nine-hundred and five thousand dollars (\$905,000.00) (the "Total Construction Cost Compensation")

**3.03 ACCEPTANCE OF TOTAL CONSTRUCTION COST COMPENSATION IN LIEU OF EMINENT DOMAIN.** Bonnet Creek CDD accepts payment of the Total Construction Cost Compensation as full and complete payment for the destruction and replacement of the Bonnet Creek Entry Signage, inclusive of the costs detailed hereunder in Section 3.02. Bonnet Creek CDD and RCID each acknowledge and agree that such payment is made in lieu of eminent domain proceedings as permitted under Florida law.

**3.04 APPROVAL OF DIRECTIONAL SIGNAGE.** RCID has agreed to the installation and/or replacement of Bonnet Creek's Directional Signage in the locations and in the design depicted in the attached in **Exhibit C**. Design and structural specification for directional signage shall be based on the 2018 Edition Walt Disney World Resort Roadway Manuals for Type E (as revised per Exhibit C) and Type H Directional Signs.

**ARTICLE IV: EXCHANGE OF REAL PROPERTY INTERESTS**

**4.01 EXCHANGE OF EQUIVALENT PROPERTY.** The Parties have agreed to exchange certain interests in parcels of real property. Bonnet Creek CDD shall convey fee simple title to the Bonnet Creek Exchange Parcel by special warranty deed in the form attached in **Exhibit D-1** to RCID, and RCID shall convey non-exclusive easement interests in the RCID Exchange Parcel in the form attached hereto in **Exhibit D-2**. Such easement shall also require submission of a right-of-way permit in the form attached hereto in **Exhibit D-3**.

**4.02 "AS IS, WHERE IS" CONDITION AND NO OBLIGATION TO CURE TITLE FOR THE BONNET CREEK EXCHANGE PARCEL.** RCID agrees and acknowledges that it is acquiring the Bonnet Creek Exchange Parcel and the associated easements, as applicable, in an "AS IS, WHERE IS" condition, without representation or warranty on the part of Bonnet Creek CDD. Any provision of this Agreement to the contrary notwithstanding, Bonnet Creek shall not have any obligation to cure any matter affecting title to the Bonnet Creek Exchange Parcel, the RCID Exchange Parcel.

**4.03 CONDITION OF RCID EXCHANGE PARCEL** Notwithstanding anything to the contrary in this Article IV, Reedy Creek represents and warrants that the Intended Uses of Bonnet

Creek CDD for the Bonnet Creek Exchange Parcel (as defined herein) comply with applicable permits and other legal requirements for that parcel. The Intended Uses shall mean, for this Article IV, the demolition, installation, construction, viewshed rights, preservation and maintenance of the Bonnet Creek Entry Signage, and related landscaping, lighting, drainage etc. RCID shall not have any obligation to cure any matter affecting title to or condition of the RCID Exchange Parcel, other than as provided in this Paragraph.

**4.04 CLOSING DATE.** The closing date of each exchange transaction ("Closing") shall occur upon mutual agreement of Bonnet Creek CDD and RCID, but in no instance, later than thirty (30) days after the Effective Date.

**4.05 CLOSING DOCUMENTS AND DELIVERY.** At the Closing:

(a) Bonnet Creek CDD shall deliver to RCID (1) the executed special warranty deed to the Bonnet Creek Exchange Parcel, (2) the executed temporary construction easement, and (3) counterpart executed signature pages for the easements being delivered by RCID; and

(b) RCID shall deliver to Bonnet Creek CDD (1) the executed special warranty deed to the RCID Exchange Parcel, (2) the temporary construction easement, (2) an amount equal to the Total Construction Cost Compensation, and (3) counterpart executed signature pages for the easements being delivered by Bonnet Creek CDD.

**4.06 EQUIVALENT BENEFIT.** RCID and the District hereby agree and acknowledge that the Bonnet Creek Exchange Parcel and the RCID Exchange Parcel and Easement are each of approximately equivalent benefit to the respective entities.

**ARTICLE V: NOTICES AND COMMUNICATIONS**

**5.01 NOTICES.** Notices, documents, demands, or certificates given by any Party in connection with this Agreement or the performance by any Party under this Agreement shall be in writing and shall be delivered or sent by one of the following methods: (i) in person (by hand delivery or professional messenger service) to the addressee Party, or (ii) Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or any other courier service guaranteeing next business day delivery, charges prepaid. Notices shall be sent or delivered to the following addresses:

If to Bonnet Creek CDD:

Bonnet Creek Resort Community Development  
District  
c/o Governmental Management Services –  
Central Florida, LLC  
135 W. Central Blvd., Suite 320  
Orlando, Florida 32801  
Attention: District Manager  
Telephone: 407-841-5524



With a copy to: Latham, Shuker, Eden & Beaudine, LLP  
111 N. Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Jan Albanese Carpenter, Esq.  
Telephone: 407-481-5800

If to RCID: Reedy Creek Improvement District  
401 Ferguson Drive  
Orlando, Florida 32805  
Attention: Kate Kolbo, P.E.  
Telephone: 407-293-6562

With a copy to: Reedy Creek Improvement District  
1900 Hotel Plaza Blvd.  
Lake Buena Vista, Florida 32830  
Attention: General Counsel

Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next business day delivery. Any Party may change its address for purposes of this section by giving notice to the other Parties as provided herein.

**5.02 COMMUNICATION REGARDING TRAFFIC IMPACTS.** Except for emergency situations, RCID shall endeavor to notify Bonnet Creek CDD at least three (3) business days in advance of all traffic impacts, pedestrian impacts, lane closures and vehicular impacts on Buena Vista Drive or Chelonia Parkway resulting from construction activities, by or on behalf of RCID, on Buena Vista Drive proximate to Chelonia Parkway. Notices under this section may be delivered by electronic mail (email), facsimile or in person hand delivery or professional messenger service) to Bonnet Creek CDD, District Engineer, which is currently John M. Florio, P.E. or Bonnet Creek CDD, District's Designee, which shall initially be George Flint. The current email address for the District Engineer is [jflorio@dwma.com](mailto:jflorio@dwma.com) and the District's Designee's current email address is [gflint@gmscfl.com](mailto:gflint@gmscfl.com). Bonnet Creek CDD shall inform RCID of any changes in District Engineer or District Designee, or either of their contact information, by email or by any form of notice acceptable this Agreement.

## **ARTICLE VI – MISCELLANEOUS PROVISIONS**

**6.01 FINAL AGREEMENT.** This instrument (and the attached exhibits) shall constitute the final and complete expression of this Agreement among the Parties relating to the subject matter of this Agreement. This Agreement pertains only to the matters set forth herein and nothing in this Agreement shall be deemed or construed as a modification of or a release of or from any other agreements, debts, contracts, liabilities, or obligations the Parties now have or may have in the future (or any one of them, or any combination of them) that are not specifically and expressly described in detail in this Agreement. This Agreement, and any negotiations or proceedings



connected with it, shall not in any event constitute or be construed as, or be deemed to be evidence of, an admission of or concession of any wrongdoing by any Party hereto.

**6.02 AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

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

**6.04 DISPUTE RESOLUTION.** The Parties agree to resolve disputes related to the interpretation or performance of this Agreement pursuant to the requirements of the Florida Governmental Conflict Resolution Act, as set forth in *Florida Statutes*, Section 164.101, et seq. (the “**Resolution Act**”), the provisions of which are incorporated into this Agreement. Notwithstanding the foregoing, upon a failure to resolve a dispute as provided in the Resolution Act, Parties may avail themselves of all other available legal rights and remedies.

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

**6.06 CONTROLLING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the state of Florida. Both Parties hereby consent to jurisdiction in Orange County and venue for any cause of action to be filed hereunder shall be exclusively in Orange County Circuit Court.

**6.07 WAIVER OF JURY TRIAL.** The Parties waive trial by jury for any litigation arising out of or related in any way to this Agreement. This provision is a material inducement for the Parties to enter into this Agreement.

**6.08 ENFORCEMENT OF AGREEMENT.** In the event, there is litigation between the Parties under this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing Party shall be entitled to recover from the defaulting Party or Parties all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6.09 TIME OF THE ESSENCE.** Time shall be of the essence as to all dates, deadlines and times of performance under this Agreement. Notwithstanding the foregoing, in the event any date or any deadline for the performance of an action or the giving of any notice falls on any day that is not a Business Day, or any period provided for in this Agreement shall expire on any day

that is not a Business Day, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following Business Day. For the purposes of this Agreement, the term “**Business Day**” shall mean and refer to any day that is not a Saturday, Sunday, or national holiday.

**6.10 PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to Bonnet Creek CDD and to RCID in connection with this Agreement may be public records and treated as such in accordance with Florida law. Each Party agrees and acknowledges that this Agreement may be posted publicly or distributed to third parties.

**6.11 SURVIVAL OF CERTAIN PROVISIONS.** The provisions of this Agreement relating to any and all of the commitments, promises, representation, or obligations made herein by either Party to this Agreement and which are to be performed, completed, executed, or otherwise occur after the Closing shall survive the Closing.

**6.12 SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and shall inure to the benefit of RCID and Bonnet Creek CDD, and their respective heirs, executors, receivers, trustees, successors and assigns.

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

**6.14 LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Bonnet Creek CDD or of RCID beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**6.15 RECORDING.** This Agreement may be recorded in the public record of Orange County in accordance with the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*.

**6.16 FURTHER ASSURANCES.** The Parties agree to execute, acknowledge, deliver and record such certificates, amendments, instruments, and documents, and to take such other action, as may be reasonably necessary to carry out the intent and purposes of this Agreement.

**6.17 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**COUNTERPART SIGNATURE PAGE TO  
SETTLEMENT AGREEMENT BETWEEN  
BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT AND REEDY  
CREEK IMPROVEMENT DISTRICT**

**IN WITNESS WHEREOF**, the Parties, RCID, intending to be legally bound hereby, has caused this Agreement to be executed by its undersigned lawful representative, hereunto duly authorized, on the date set forth below.

**ATTEST:**

**REEDY CREEK IMPROVEMENT DISTRICT,**  
a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice Chairman

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as Chairman/Vice Chairman of the Board of Supervisors, and by \_\_\_\_\_, as \_\_\_\_\_, of **REEDY CREEK IMPROVEMENT DISTRICT**, a political subdivision organized under the laws of the State of Florida, on behalf of the community development district. They are both personally known to me or have each produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO  
SETTLEMENT AGREEMENT BETWEEN  
BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT AND REEDY  
CREEK IMPROVEMENT DISTRICT**

IN WITNESS WHEREOF, Bonnet Creek CDD, intending to be legally bound hereby, has caused this Agreement to be executed by its undersigned lawful representative, hereunto duly authorized, on the date set forth below.

**ATTEST:**

**BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida  
community development district

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairman/Vice Chairman

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as Chairman/Vice Chairman of the Board of Supervisors, and by \_\_\_\_\_, as \_\_\_\_\_, of **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district. They are both personally known to me or have each produced a valid driver's license as identification.

\_\_\_\_\_  
Notary Public; State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

**SETTLEMENT AGREEMENT BETWEEN  
BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT AND REEDY  
CREEK IMPROVEMENT DISTRICT  
EXHIBIT LIST**

- Exhibit A:** Temporary Construction Easement  
**Exhibit B:** Approved Design and Location of Replacement Bonnet Creek Entry Signage  
**Exhibit C:** Directional Signage  
**Exhibit D-1:** Special Warranty Deed for Bonnet Creek Exchange Parcel  
**Exhibit D-2:** Easement for RCID Exchange Parcel

**Exhibit A**

**Temporary Construction Easement**

## NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("Grantor"), and \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ ("Grantee").

### WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in \_\_\_\_\_ County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) \_\_\_\_\_ (the "\_\_\_\_\_"); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the \_\_\_\_\_ are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of \_\_\_\_\_ County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "Termination Date") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the \_\_\_\_\_ in accordance with Section 3 hereof, or (ii) \_\_\_\_\_. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is

subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of \_\_\_\_\_, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the \_\_\_\_\_ which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the \_\_\_\_\_ placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed \_\_\_\_\_ (\_\_\_\_\_) feet in width. The Permanent Easement shall be recorded in the public records of \_\_\_\_\_ County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the \_\_\_\_\_ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the \_\_\_\_\_ are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area



from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the \_\_\_\_\_. If any or all of the Easement Area or the \_\_\_\_\_ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the \_\_\_\_\_, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall not, by any act or omission, render the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the \_\_\_\_\_, at its sole cost and expense, and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the \_\_\_\_\_;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the

date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnites as aforesaid:

i) Such Indemnitee or Indemnites and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnites copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnites of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnites, without any obligation on the part of Grantor or such Indemnitee or Indemnites to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnites pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnites' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or

conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

**11. No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

**12. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attn: District Administrator  
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attn: Legal Counsel  
Facsimile: (407) 828-4311

If to Grantee: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**13. Counterparts.** This Temporary Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

**14. Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

**15. Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process

outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

17. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary Easement Agreement.

18. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Temporary Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:

**REEDY CREEK IMPROVEMENT DISTRICT,**  
a public corporation

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_, District Administrator

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida  
(AFFIX STAMP)

WITNESSES TO GRANTEE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Temporary Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, and who is personally known to me or presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_  
(AFFIX STAMP)

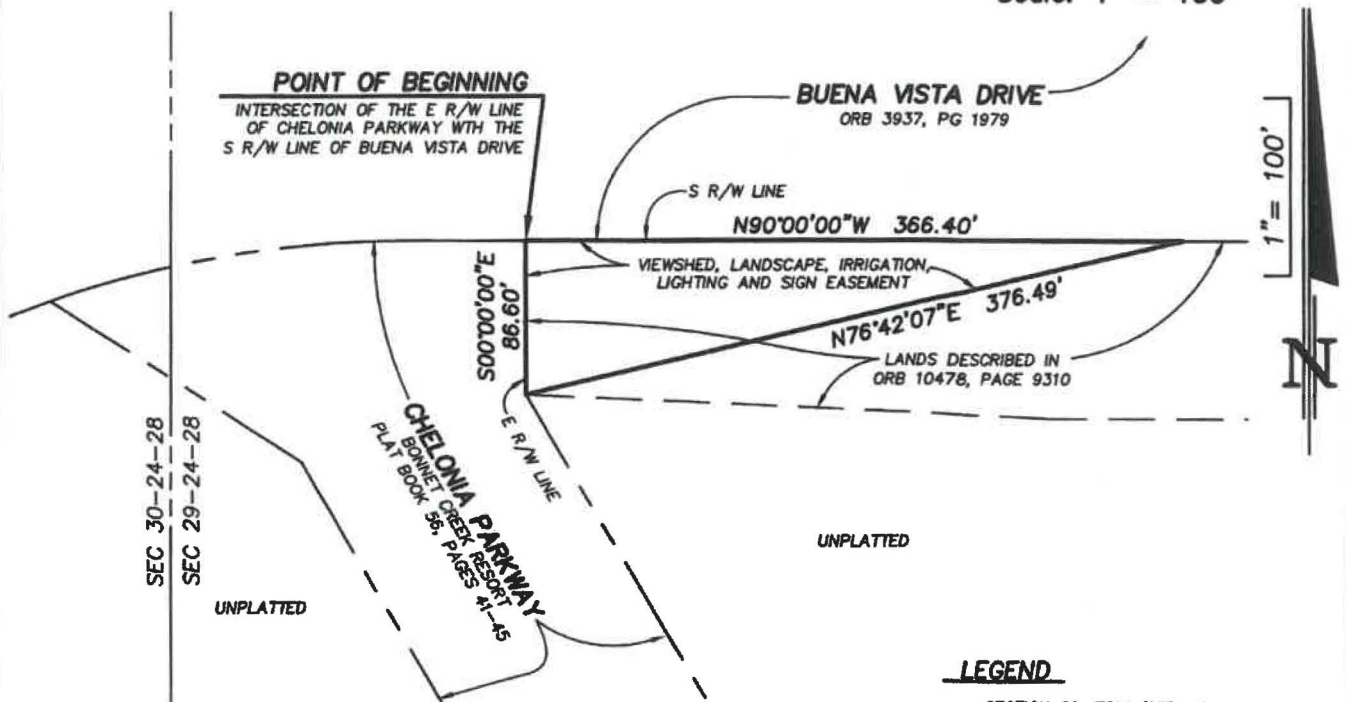
**EXHIBIT "A"**

**Description of Temporary Easement Area**



# SKETCH OF DESCRIPTION

100' 0 100'  
Scale: 1" = 100'



## DESCRIPTION:

That part Section 29, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the intersection of the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, with the South right-of-way line of Buena Vista Drive, as recorded in Official Records Book 3937, Page 1979, of the Public Records of Orange County, Florida; thence S00°00'00"E along said East right-of-way line, 86.60 feet; thence departing said East right-of-way line, run N76°42'07"E, 376.49 feet; thence N90°00'00"W along said South right-of-way line, 366.40 feet to the POINT OF BEGINNING.

Containing 0.364 acres (15,865 square feet) more or less, and being subject to any rights-of-way, restrictions and easements of record.

## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
SOUTH, RANGE 28 EAST  
ORB OFFICIAL RECORDS BOOK  
PG PAGE  
PB PLAT BOOK  
PGS PAGES  
R/W RIGHT-OF-WAY

## NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, as recorded in Plat Book 56, Pages 41 through 45, Public records of Orange County, Florida, being S00°00'00"E (per plat).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

VIEWSHED, LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT

DATE BY DESCRIPTION

REVISIONS



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS

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

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

Rocky L. Caron November 05, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: BMW  
DATE: 11/2018

CHECKED BY: RLC

JOB NO.  
22234.005

SCALE  
1"=100'

SHEET 1  
OF 1

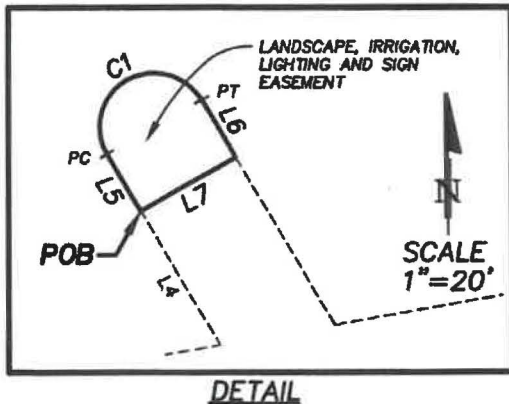
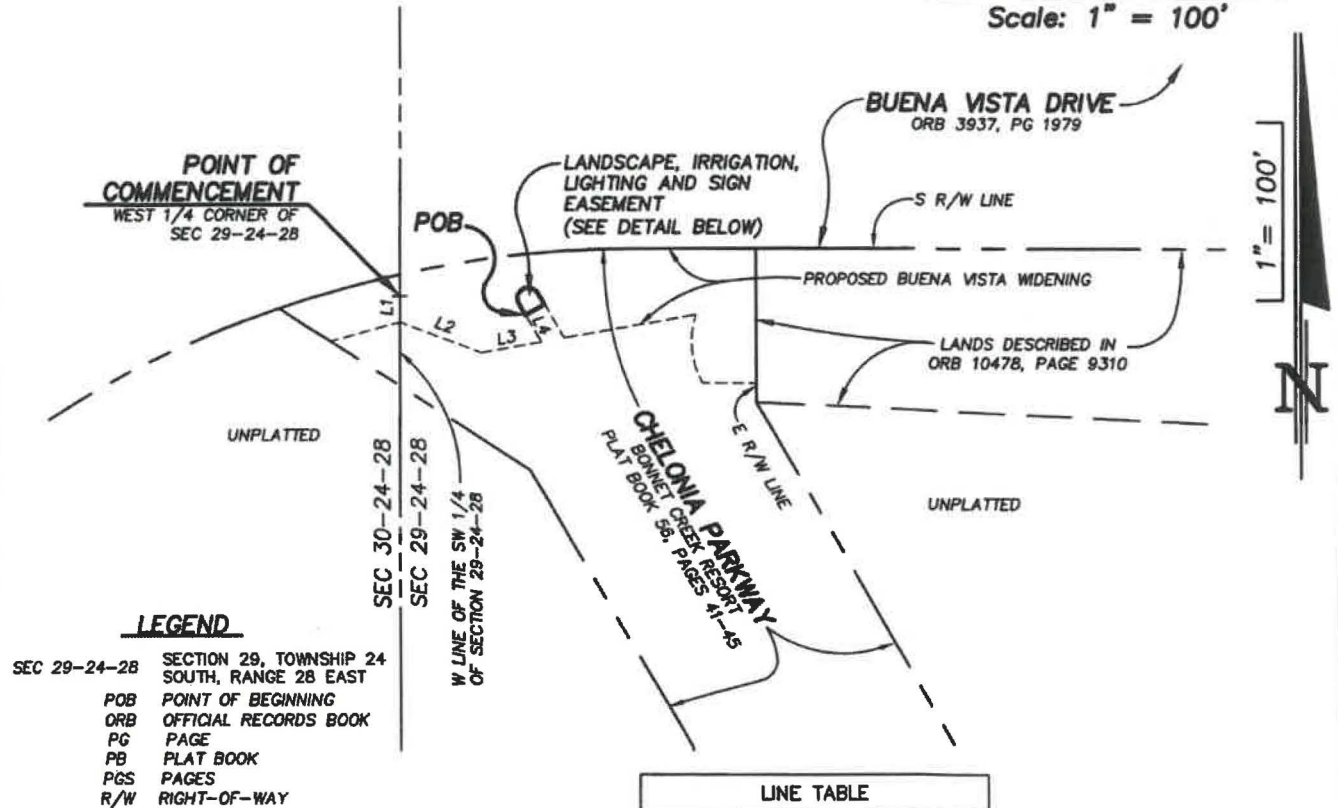


# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION, AND NOTES

100' 0 100'

Scale: 1" = 100'



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°01'01"W	14.64'
L2	S69°28'35"E	49.22'
L3	N79°56'22"E	34.35'
L4	N30°03'16"W	17.42'
L5	N30°03'16"W	7.44'
L6	S30°03'16"E	7.44'
L7	S59°56'44"W	12.14'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	6.07'	180°00'00"	19.07'	12.14'	N59°56'44"E

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT

DATE	BY	DESCRIPTION



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

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

*Rocky L. Carson*  
November 05, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: BMW JOB NO. 22234.005 SCALE 1"=100' SHEET 1  
DATE: 11/2018 CHECKED BY: RLC OF 2

## SKETCH OF DESCRIPTION

### DESCRIPTION:

That part Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

Commence at West 1/4 corner of said Section 29, thence S00°01'01"W, 14.64 feet; thence departing said West line, run S69°28'35"E, 49.22 feet; thence N79°56'22"E, 34.35 feet; thence N30°03'16"W, 17.42 feet to the POINT OF BEGINNING; thence continue N30°03'16"W, 7.44 feet to the point of curvature of a curve concave Southeasterly having a radius of 6.07 feet and a chord bearing of N59°56'44"E; thence Northeasterly along the arc of said curve through a central angle of 180°00'00" for a distance of 19.07 feet to the point of tangency; thence S30°03'16"E, 7.44 feet; thence S59°56'44"W, 12.14 feet to the POINT OF BEGINNING.

Containing 0.003 acres (148 square feet) more or less being subject to any rights-of-way, restrictions and easements of record.

### NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the West line of the Southwest 1/4 of Section 29, Township 24 South, Range 30 East, being S00°01'01"E (assumed meridian).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

#### PREPARED FOR:

**Bonnet Creek Resort Community Development District**

LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**

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

DRAWN BY: <u>BMW</u>	JOB NO. <u>22234.005</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>11/2018</u>	CHECKED BY: <u>RLC</u>		OF <u>2</u>



# SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR SKETCH

Description (Prepared by Donald W. McIntosh Associates, INC.):

That part of Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, described as follows:

COMMENCE at the intersection of the East right-of-way line of said Chelonia Parkway with the South right-of-way line of Buena Vista Drive, as recorded in Official Records Book 3937, Page 1979, of said Public Records and Reference Point "A"; thence S00°00'00"E along said East right-of-way line, 5.98 feet to POINT OF BEGINNING NUMBER 1; thence continue along said East right-of-way line S00°00'00"E, 69.86 feet; thence departing said East right-of-way line, run N90°00'00"W, 30.04 feet to a non-tangent curve concave Southeasterly having a radius of 48.07 feet and a chord bearing of N23°16'04"E; thence Northeasterly along the arc of said curve through a central angle of 104°34'13" for a distance of 87.72 feet to POINT OF BEGINNING NUMBER 1; thence return to aforesaid Reference Point "A" and the intersection of the East right-of-way line of said Chelonia Parkway with the South right-of-way line of said Buena Vista Drive; thence N90°00'00"W along said South right-of-way line, 51.31 feet; thence departing said South right-of-way line run S00°00'00"E, 3.08 feet to POINT OF BEGINNING NUMBER 2 and a point on a curve concave Southwesterly having a radius of 1.50 feet and a chord bearing of S31°57'18"E; thence Southeasterly along the arc of said curve through a central angle of 113°35'27" for a distance of 2.97 feet to the point of reverse curvature of a curve concave Easterly having a radius of 92.07 feet and a chord bearing of S15°24'51"W; thence Southerly along the arc of said curve through a central angle of 18°51'07" for a distance of 30.29 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1.50 feet and a chord bearing of S80°36'36"W; thence Westerly along the arc of said curve through a central angle of 149°14'36" for a distance of 3.91 feet to the point of tangency; thence N24°46'06"W, 33.07 feet to the point of curvature of a curve concave Southeasterly having a radius of 1.50 feet and a chord bearing of N33°14'26"E; thence Northeasterly along the arc of said curve through a central angle of 116°01'04" for a distance of 3.04 feet to the point of tangency; thence S88°45'02"E, 22.00 feet to POINT OF BEGINNING NUMBER 2.

Together containing 0.057 acres (2476 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
SOUTH, RANGE 28 EAST  
NO. NUMBER  
NT NON-TANGENT  
ORB OFFICIAL RECORDS BOOK  
PC POINT OF CURVATURE  
PG PAGE  
PB PLAT BOOK  
PGS PAGES  
PRC POINT OF REVERSE CURVATURE  
PT POINT OF TANGENCY  
R/W RIGHT-OF-WAY

## NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, as recorded in Plat Book 56, Pages 41 through 45, Public records of Orange County, Florida, being S00°00'00"E (per plat).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

Viewshed, Landscape, Irrigation, Lighting and Sign Easement



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

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

Rocky L. Caruso March 04, 2019  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JFF

DATE: 03/2019

JOB NO.

22234.005

SCALE

N/A

SHEET 1

OF 2

CHECKED BY: RLC

Printed: Mon 04-Mar-2019 - 05:01PM

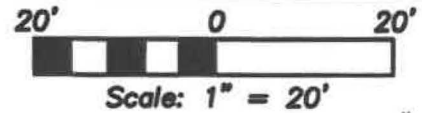
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CS# 18-146(B)

# SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR NOTES AND DESCRIPTION

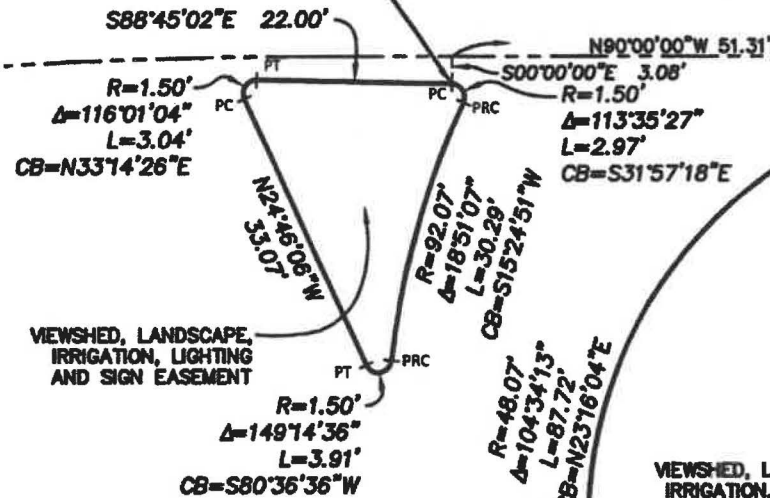


**BUENA VISTA DRIVE**  
ORB 3937, PG 1979

## POINT OF COMMENCEMENT

INTERSECTION OF THE E R/W LINE  
OF CHELONIA PARKWAY WITH THE  
S R/W LINE OF BUENA VISTA DRIVE

## POINT OF BEGINNING NO. 2



REFERENCE POINT "A"  
S R/W LINE

## POINT OF BEGINNING NO. 1

VIEWSHED, LANDSCAPE,  
IRRIGATION, LIGHTING  
AND SIGN EASEMENT

VIEWSHED, LANDSCAPE,  
IRRIGATION, LIGHTING  
AND SIGN EASEMENT

LANDS DESCRIBED IN  
ORB 10478, PAGE 9310

**CHELONIA PARKWAY**  
BONNET CREEK RESORT  
PLAT BOOK 56, PAGES 41-45

## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
 NO. SOUTH, RANGE 28 EAST  
 NT NUMBER  
 ORB NON-TANGENT  
 PC OFFICIAL RECORDS BOOK  
 PG POINT OF CURVATURE  
 PB PAGE  
 PGS PLAT BOOK  
 PRC PAGES  
 PT POINT OF REVERSE CURVATURE  
 R/W POINT OF TANGENCY  
 RIGHT-OF-WAY

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

Viewshed, Landscape, Irrigation, Lighting and Sign Easement



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

DRAWN BY: JPF	JOB NO. 22234.005	SCALE 1"=20'	SHEET 2
DATE: 03/2019	CHECKED BY: RLC		OF 2

**EXHIBIT "B"**

**FORM OF RIGHT OF WAY PERMIT**

DATE \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

RIGHT OF WAY: Road / Canal Name \_\_\_\_\_

County \_\_\_\_\_ Section(s) \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

PERMITTEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Permittee is requesting permission from the Reedy Creek Improvement District (hereinafter "RCID") to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)

1. The work is within the corporate limits of a municipality. Yes ( ) No ( ) [Mark one]  
If Yes, indicate the name of the municipality \_\_\_\_\_
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on \_\_\_\_\_ to the following utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of RCID's Manager of Planning & Engineering (hereinafter "Engineer"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on \_\_\_\_\_ and shall be **finished** with all of the **Work** by \_\_\_\_\_. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the right of way (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the right of way or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain \_\_\_\_\_ document between RCID and \_\_\_\_\_, dated \_\_\_\_\_, and, if recorded, filed in the records of \_\_\_\_\_ County, Book \_\_\_\_\_, Page \_\_\_\_\_.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the right of way (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
15. Special Instructions:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.



17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of RCID, shall be found not to be in compliance with RCID's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the right of way at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of RCID in accordance with the terms of this Permit, as hereinabove set forth;
  - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
  - iii) Be responsible (upon the request of RCID) for location (horizontally and vertically) of existing facilities within RCID's right of way.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend RCID, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
  - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
  - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or RCID.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without RCID's prior written consent.
20. RCID agrees to allow Permittee to retain the facilities hereinabove described within the right of way for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is \_\_\_\_\_

PRINT NAME

Contact number (\_\_\_\_) \_\_\_\_\_

Submitted By: \_\_\_\_\_

Printed Name of Permittee

Date

\_\_\_\_\_  
Title (If doing business under a fictitious name, provide proof of compliance with Law

\_\_\_\_\_  
Signature of Permittee

Approved by: \_\_\_\_\_

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

**The following is Required for Sign Installation Only**

**Please Provide All of the Following Information:**

(Attach additional sheets if required)

**Purpose of Sign:**

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**Location of Sign:**

---

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**Disney Grid Coordinates:**

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**Type of Sign:**

---

**Face of Sign, including All Symbols or Text:**

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**Once the approved sign has been installed a digital photograph along with the RCID sign identification number must be provided to RCID.**

**NOTE:** The Reedy Creek Improvement District (RCID) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the RCID has also adopted the signage standards specific to RCID. All proposed signage must be reviewed and approved by the RCID Senior Planner, or authorized representative, prior to the completion of this application.

**Planning Approval by**

---

**DATE**



**RIGHT OF WAY PERMIT  
FINAL INSPECTION REPORT**

DATE: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_

COUNTY/SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

**Required for Sign Installation:**

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON \_\_\_\_\_

**REMARKS:**

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I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: \_\_\_\_\_  
(Permittee)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

PERMIT CLOSURE APPROVED BY: \_\_\_\_\_

**Exhibit B**

**Approved Design and Location of Replacement Bonnet Creek Entry Signage**

LANDSCAPE ARCHITECTURAL CONSTRUCTION DOCUMENTS

# BONNET CREEK RESORTS

## RESORT ENTRY AREA & MONUMENT SIGNS

LAKE BUENA VISTA, FLORIDA

CA JOB 215012

**SCHEDULE OF SHEETS**

COVER SHEET	
HN-01: 02	HARDSCAPE NOTES
HP-01: 02	SITE HARDSCAPE AND DIMENSION PLANS
HD-01: 02	SITE HARDSCAPE DETAILS
SS-101: 111	SIGNAGE STRUCTURAL DETAILS
LN-01: 03	LANDSCAPE NOTES
LA-01: 02	SITE LANDSCAPE PLANS
LS-01	LANDSCAPE DETAILS & SCHEDULE
LI-01: 03	SITE LIGHTING PLANS
LID-01: 04	SITE LIGHTING DETAILS & CUT SHEETS
LI-01: 04	SITE IRRIGATION PLANS
IR-05	IRRIGATION NOTES & DETAILS



ISSUED FOR:	DATE
30% CONSTRUCTION DOCUMENTS	10/10/16
60% CONSTRUCTION DOCUMENTS	05/04/17
90% CONSTRUCTION DOCUMENTS	01/30/18

REVISIONS:	DATE
------------	------

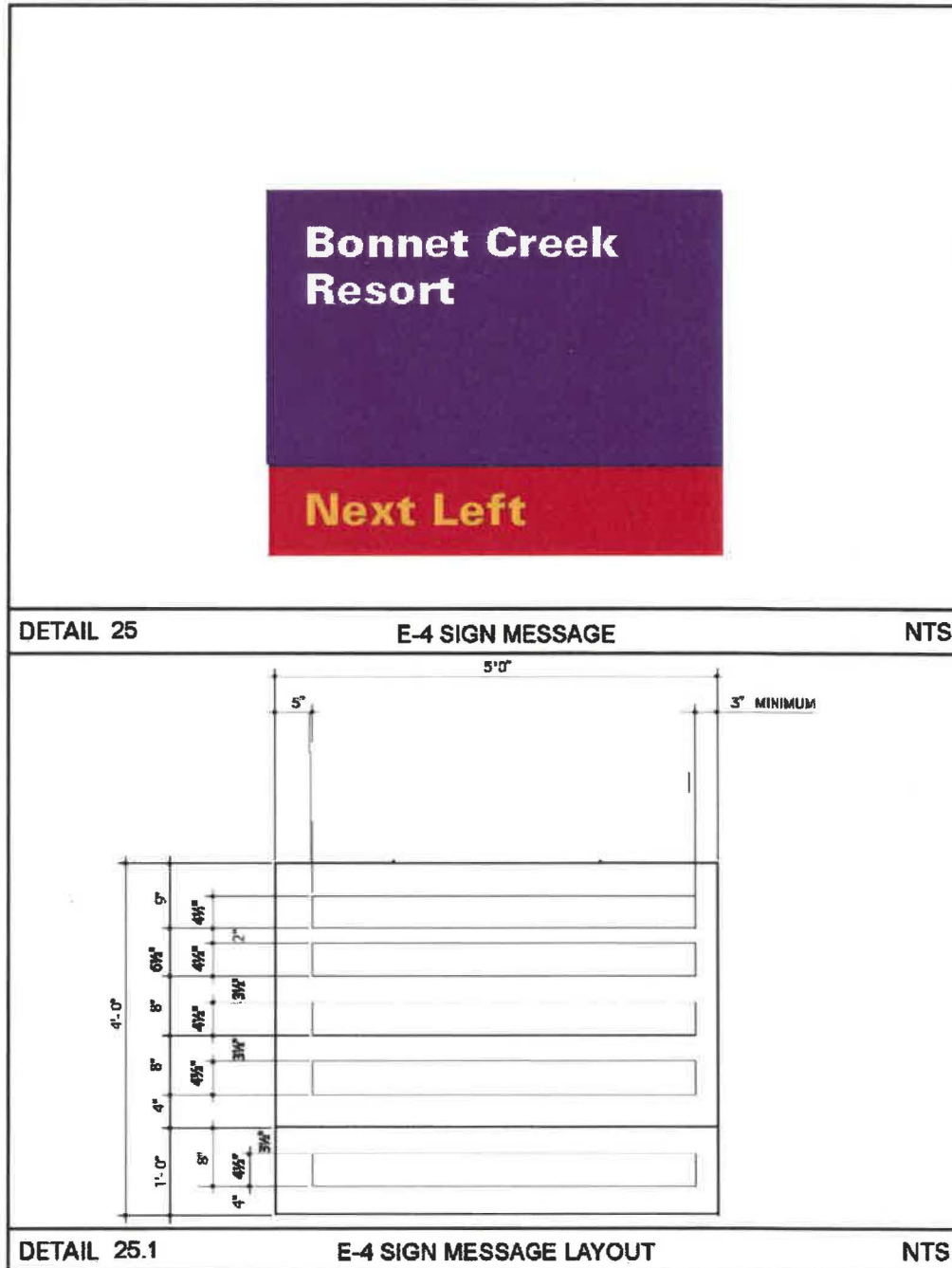
**LOCATION MAP**



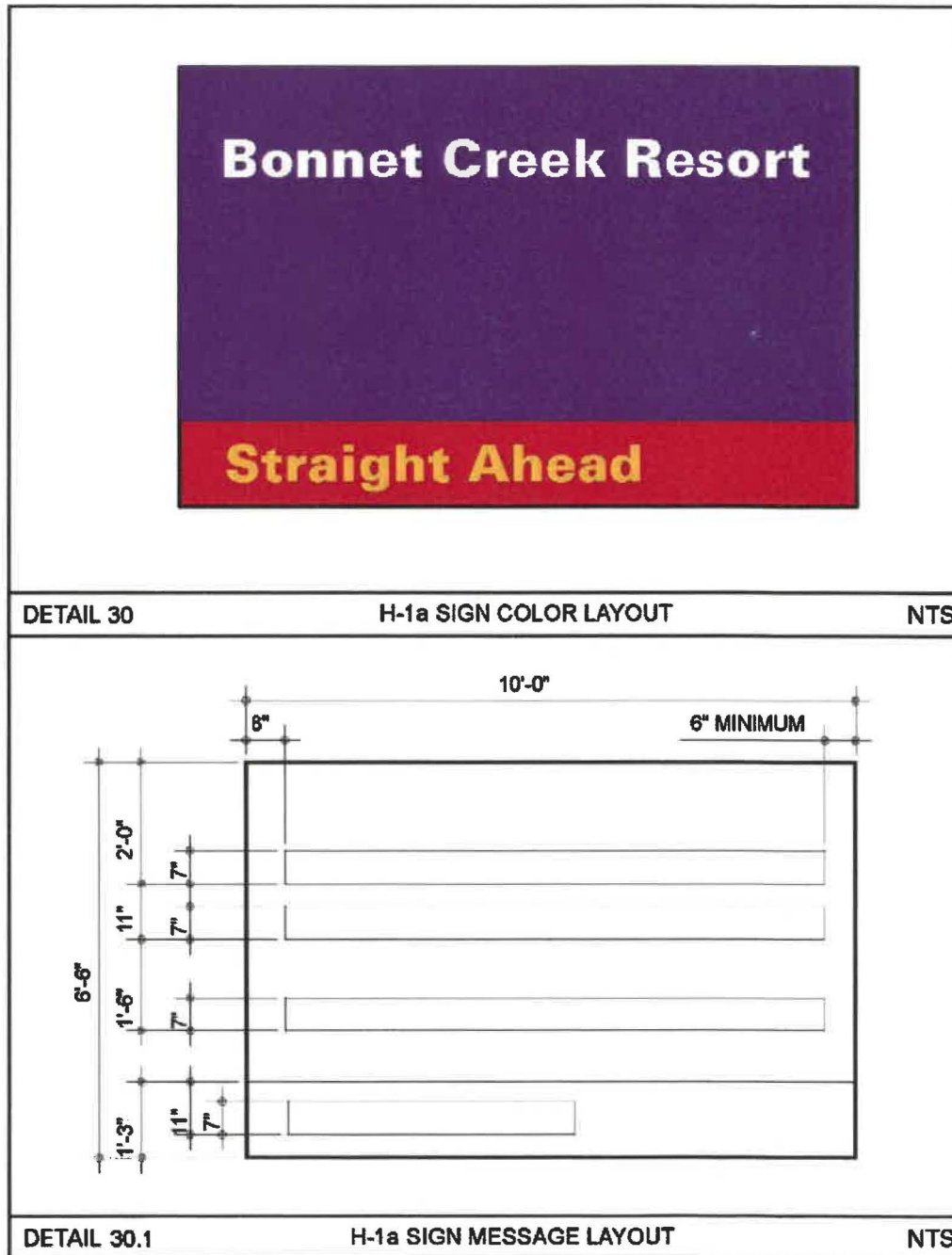
**ENVIROGRAPHICS, LLC**  
 3600 Wilder Ln., Orlando, FL 32804  
 Tel: (407) 491-7903

**canin associates**  
 urban planning landscape architecture architectural design  
 500 delaney avenue orlando, florida 32801 407.422.4040  
 www.canin.com copyright © 2017 canin associates, inc.

**Exhibit C**  
**1 of 3**  
**Directional Signage**

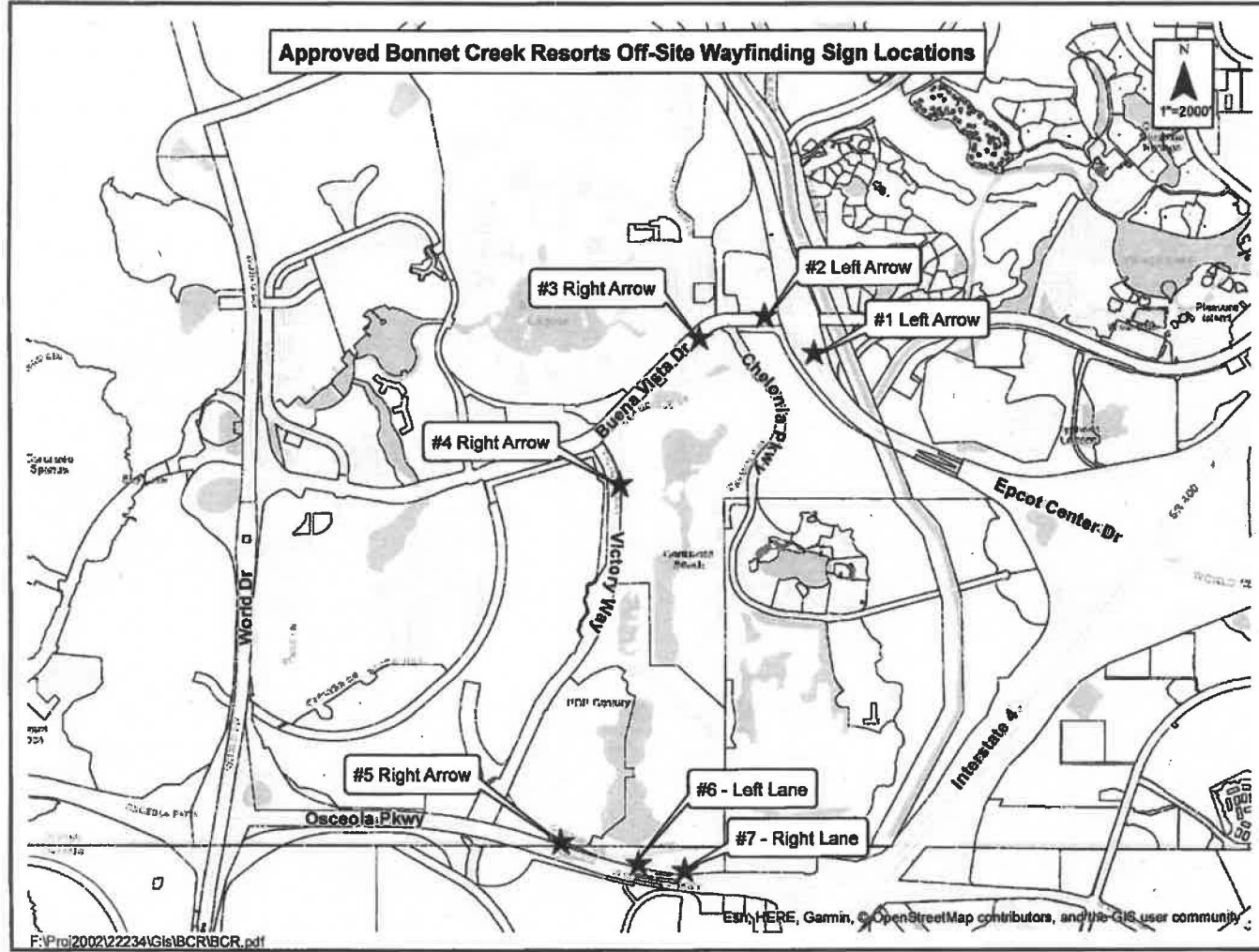


**Exhibit C**  
**2 of 3**  
**Directional Signage**



**Exhibit C**

### 3 of 3 Directional Signage



**Exhibit D-1**

**Special Warranty Deed for Bonnet Creek Exchange Parcel**

**Prepared by/Record and Return to:**

John M. McGowan, Esq.  
Vista Title Insurance Agency, Inc.  
Post Office Box 10000  
Lake Buena Vista, Florida 32830-1000

(Chelonia Parkway and Buena Vista Drive)

[Exempt from the payment of documentary stamp tax pursuant to Section 12B-4.014(10)]

THIS SPACE FOR RECORDER'S USE \_\_\_\_\_

***SPECIAL WARRANTY DEED***

***THIS SPECIAL WARRANTY DEED*** effective the \_\_\_\_ day of \_\_\_\_\_, 2019, is granted by **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes ("**Grantor**"), whose mailing address is c/o Governmental Management Services, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801, to **REEDY CREEK IMPROVEMENT DISTRICT**, a political subdivision of the State of Florida ("**Grantee**"), whose mailing address is RCID Administration Building, 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida 32830. Wherever used herein, the terms "**Grantor**" and "**Grantee**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.

***WITNESSETH:***

***THAT GRANTOR, FOR AND IN CONSIDERATION OF*** the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its successors and assigns, all that certain land situated in Orange County, Florida, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

***SUBJECT TO*** taxes for the year 2019 and thereafter, and easements, restrictions and agreements of record, if any. This reference to easements, restrictions and agreements of record shall not serve to reimpose the same.

***SUBJECT TO*** the restriction that such land must be utilized in such a manner as to permit roadway uses and related appurtenances and access to Chelonia Parkway.

***TOGETHER***, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

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

***AND*** Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other; and that said land is free of all



encumbrances, except taxes accruing subsequent to December 31, 2018, and easements, restrictions and agreements of record, if any; but the aforesaid reference to easements, restrictions and agreements of record shall not serve to reimpose the same.

**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed as of the date and year first stated above.

**WITNESSES:**

**BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of special  
purpose government created pursuant to Chapter 190,  
Florida Statutes

_____ (Sign)	By: _____
_____ (Print Name)	Name: _____
	Title: _____
_____ (Sign)	Date: _____
_____ (Print Name)	

STATE OF FLORIDA        )  
                                      ) SS  
COUNTY OF ORANGE    )

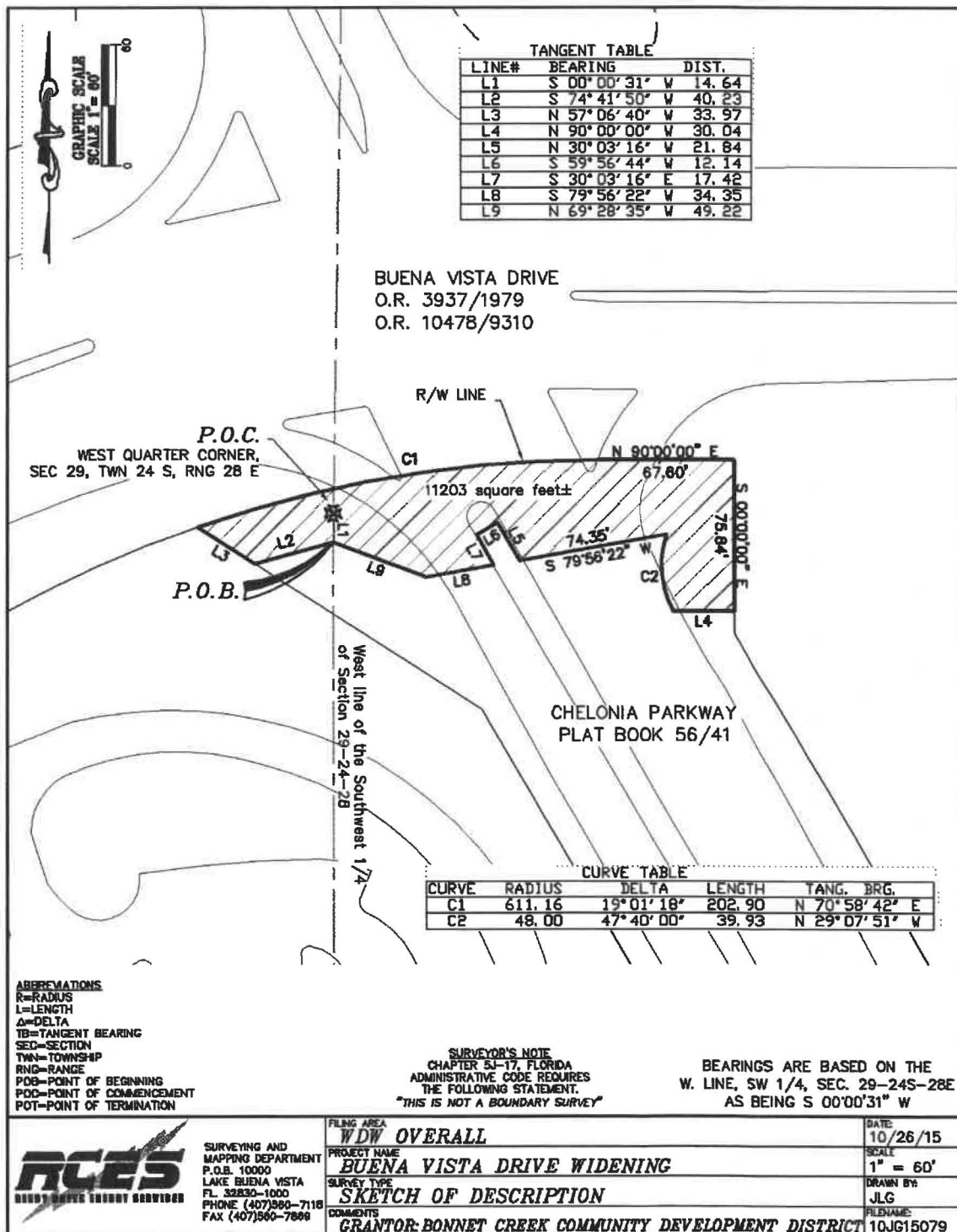
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, who is personally known to me, as \_\_\_\_\_ of **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, on behalf thereof.

NOTARY PUBLIC:

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print Name)

(NOTARY SEAL)

**EXHIBIT A**  
(1 of 2)




**EXHIBIT A**

(2 of 2)

**DESCRIPTION**

A parcel of land lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the West Quarter corner of said Section 29, run along the West line of the Southwest 1/4 of said Section 29, S 00°00'31" W, 14.64 feet, to the Point of Beginning; thence S 74°41'50" W, 40.23 feet to a point on the right of way line of Chelonia Parkway as show on the Plat "Bonnet Creek Resort" and recorded in Plat Book 56, Page 41 of the Public Records of Orange County Florida; thence run along said right of way line the following four courses; N 57°06'40" W, 33.97 feet to a point on a non-tangent curve concave Southerly having a radius of 611.16 feet, and a central angle of 19°01'18"; thence from a tangent bearing of N 70°58'42" E run Easterly along the arc of said curve, 202.90 feet; thence N 90°00'00" E, 67.60 feet; thence S 00°00'00" E, 75.84 feet; thence departing said right of way line run N 90°00'00" W, 30.04 feet to a point on a non-tangent curve concave Easterly having a radius of 48.00 feet, and a central angle of 47°40'00"; thence from a tangent bearing of N 29°07'51" W run Northerly along the arc of said curve, 39.93 feet; thence S 79°56'22" W, 74.35 feet; thence N 30°03'16" W, 21.84 feet; thence S 59°56'44" W, 12.14 feet; thence S 30°03'16" E, 17.42 feet; thence S 79°56'22" W, 34.35 feet; thence N 69°28'35" W, 49.22 feet to the Point of Beginning, containing 11203 square feet, more or less.

 <b>ACES</b> SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)360-7118 FAX (407)360-7888	FILING AREA	DATE
	<i><b>WDW OVERALL</b></i>	10/26/15
	PROJECT NAME	SCALE
	<i><b>BUENA VISTA DRIVE WIDENING</b></i>	1" = 60'
	SURVEY TYPE	DRAWN BY
<i><b>SKETCH OF DESCRIPTION</b></i>	JLG	
COMMENTS	FILENAME	
<i><b>GRANTOR: BONNET CREEK COMMUNITY DEVELOPMENT DISTRICT</b></i>	10JG15079	

**Exhibit D-2**

**Multi-Use Easement for RCID Exchange Parcel**

Record and Return to:  
Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, Florida 32830  
Attn: Planning & Engineering

**NON-EXCLUSIVE MULTI-USE PERMANENT EASEMENT  
AGREEMENT**

**THIS NON-EXCLUSIVE MULTI-USE PERMANENT EASEMENT AGREEMENT** ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and Bonnet Creek Community Development District, a Florida community development district, whose mailing address is 135 West Central Blvd, Suite 320, Orlando, Florida 32801 ("**Grantee**").

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of certain real property located in Orange County, Florida (the "**Property**"); and

**WHEREAS**, Grantee desires to obtain a non-exclusive multi-use easement on, over, under and across the portion or portions of the Property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) Ingress, Egress, Construction, Maintenance, Landscape, Irrigation, Utility, Wall, View, Air and Signage (the "**BCRCDD Improvements**"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); and

**WHEREAS**, Grantor agrees to grant to Grantee this non-exclusive multi-use permanent easement subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive multi-use easement in perpetuity (to the extent "perpetuity" is deemed unenforceable, perpetuity shall mean forty (40) years, with automatic renewal at the end of such term, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of

Grantor, to maintain temporary construction facilities on the Easement Area. In addition to the approved uses and locations set forth herein, Grantor reserves the right to specify which other portions of the Easement Area shall be used by Grantee for all or any portion of the BCRD Improvements (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor approves and accepts the location of the BCRD Improvements as set forth in the Settlement Agreement between Grantor and Grantee, dated \_\_\_\_\_, \_\_\_\_\_, 201\_ (the "Settlement Agreement") detailing the construction of the BCRD Improvements.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area for purposes other than routine operation and maintenance of the BCRD Improvements. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Permanent Easement Agreement creates a non-exclusive multi-use Easement, and Grantee does not and shall not (at any time) claim any interest or estate whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except for the BCRD Improvements as detailed in the Settlement Agreement, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the BCRD Improvements with facilities in the same location and of the same type, size, number and capacity shall not be deemed construction of new facilities.

4. **Grantor's Rights and Covenants.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements or customary appurtenances; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and / or adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the BCRD Improvements from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property, at the sole expense of Grantor;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof.

5. **Covenants of Grantor.** Grantor, for itself, its grantees and invitees, covenants and agrees it shall:

a) Grantor has reviewed and approved the construction and installation of the signage and

other BCRCDD Improvements to be installed within the Easement Area, as detailed in the Settlement Agreement.

b) Grantor has reviewed appropriate title, certificates, permits, plans, specifications and like documents and confirms that the BCRCDD Improvements may be installed, operated and maintained within the Easement Area.

c) Grantor agrees that the viewshed from the surrounding roads is a material part of this Permanent Easement Agreement, and agrees to provide such viewshed, prevent or restrict development to protect such viewshed and otherwise avoid impairing the viewshed from the surrounding roadways.

6. **Covenants of Grantee.** Grantee, for itself, its grantees and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and / or adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee's use of the Easement Area. Grantee shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the BCRCDD Improvements, at its sole cost and expense, and in compliance with all applicable Laws, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the BCRCDD Improvements;

h) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth



in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area: Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. To the extent permissible by law and as limited by Chapter 768.28, *Florida Statutes*, Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Assignment.** Grantor may, at any time, in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's BCRD Improvements, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:

Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attn: District Administrator  
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard, P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attn: Legal Counsel  
Facsimile: (407) 828-4311

If to Grantee:

Bonnet Creek Resort Community Development District  
135 West Central Blvd, Suite 320  
Orlando, Florida 32801  
Attn: District Manager  
Facsimile: (407) 839-1526

With a copy to:

Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia, Suite 1400  
Orlando, Florida 32801  
Attn: District Counsel  
Facsimile: (407) 481-5801

12. **Counterparts.** This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Agreement.

15. **Binding Obligations.** This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent Easement Agreement.

17. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

18. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

19. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES  
APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:

**REEDY CREEK IMPROVEMENT DISTRICT,**  
a public corporation

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_, District Administrator

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida  
(AFFIX STAMP)

WITNESSES TO GRANTEE:

**BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT**, a Florida community  
development district

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print Name)

Its: Chai

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing Permanent Easement Agreement was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_, as Chairman of the **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on behalf thereof, and who is personally known to me or presented \_\_\_\_\_ as identification

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_  
(AFFIX STAMP)

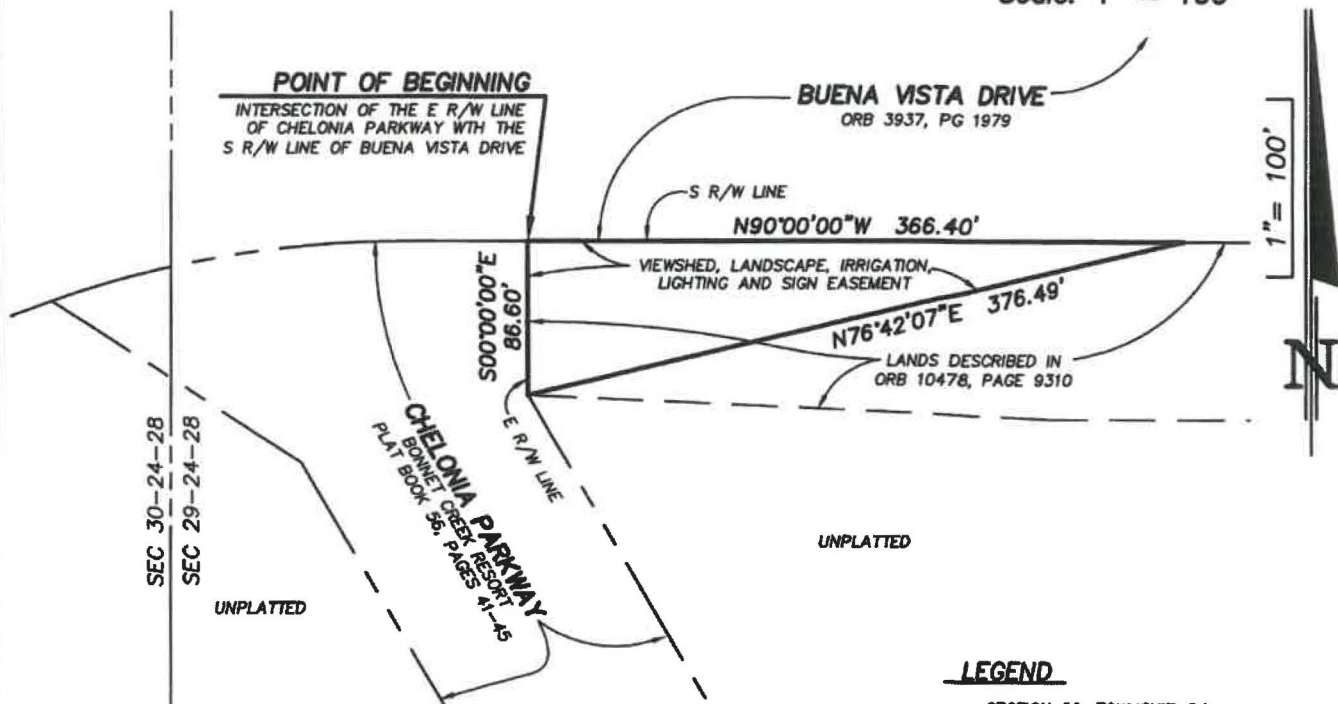
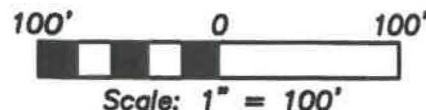
**EXHIBIT "A"**

**Description of Permanent Easement Area**

**[ATTACHED BELOW]**



# SKETCH OF DESCRIPTION



## DESCRIPTION:

That part Section 29, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the intersection of the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, with the South right-of-way line of Buena Vista Drive, as recorded in Official Records Book 3937, Page 1979, of the Public Records of Orange County, Florida; thence S00°00'00"E along said East right-of-way line, 86.60 feet; thence departing said East right-of-way line, run N76°42'07"E, 376.49 feet; thence N90°00'00"W along said South right-of-way line, 366.40 feet to the POINT OF BEGINNING.

Containing 0.364 acres (15,865 square feet) more or less, and being subject to any rights-of-way, restrictions and easements of record.

## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
SOUTH, RANGE 28 EAST  
ORB OFFICIAL RECORDS BOOK  
PG PAGE  
PB PLAT BOOK  
PGS PAGES  
R/W RIGHT-OF-WAY

## NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, as recorded in Plat Book 56, Pages 41 through 45, Public records of Orange County, Florida, being S00°00'00"E (per plat).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

VIEWSHED, LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT

DATE BY DESCRIPTION

REVISIONS



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS

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

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

Rocky L. Carson November 05, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: BMW  
DATE: 11/2018

CHECKED BY: RLC

JOB NO.  
22234.005

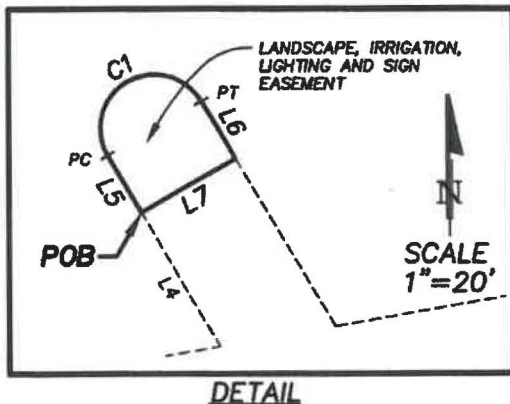
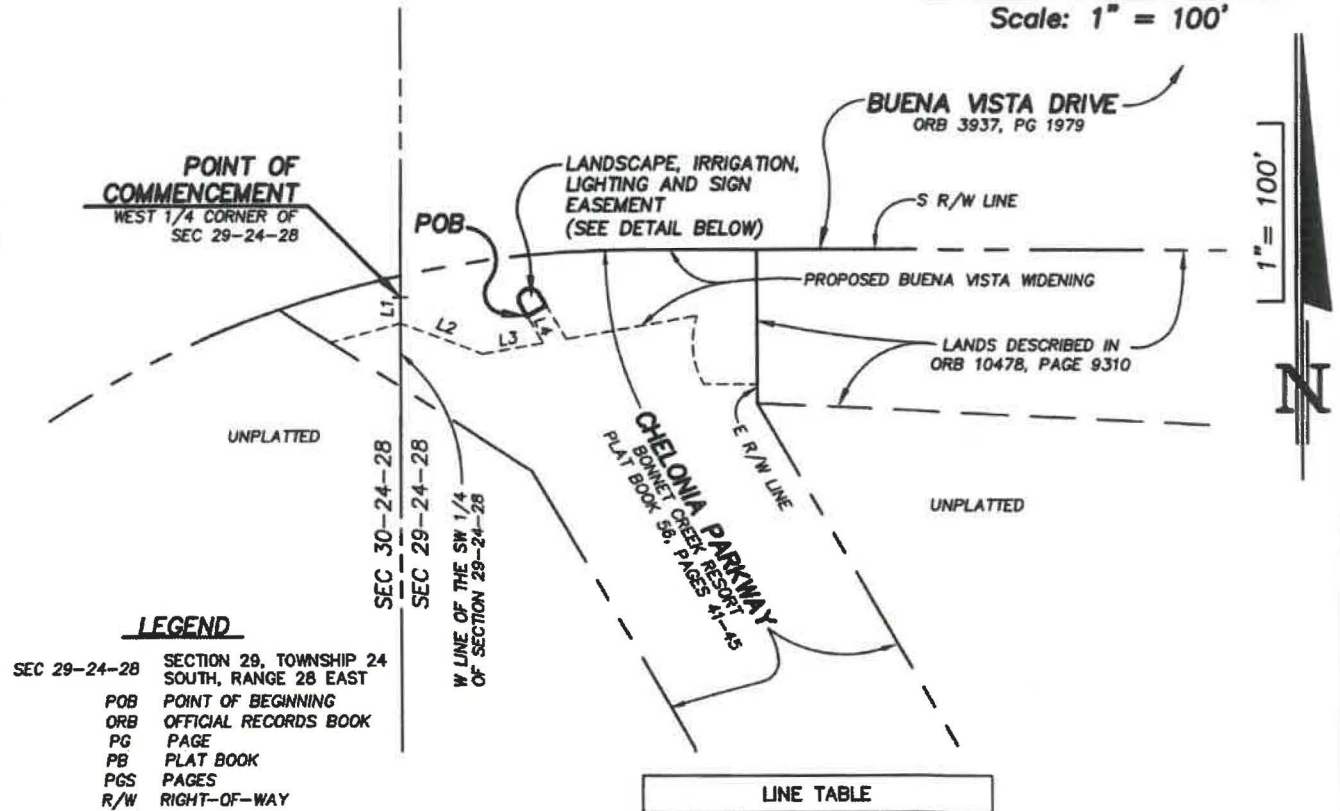
SCALE  
1"=100'

SHEET 1  
OF 1

# SKETCH OF DESCRIPTION

SEE SHEET 2 FOR DESCRIPTION, AND NOTES

100' 0 100'  
Scale: 1" = 100'



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°01'01"W	14.64'
L2	S69°28'35"E	49.22'
L3	N79°56'22"E	34.35'
L4	N30°03'16"W	17.42'
L5	N30°03'16"W	7.44'
L6	S30°03'16"E	7.44'
L7	S59°56'44"W	12.14'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	6.07'	180°00'00"	19.07'	12.14'	N59°56'44"E

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT

DATE BY DESCRIPTION

REVISIONS



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**

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

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

Blocky L. Carapin November 05, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: BMW

DATE: 11/2018

CHECKED BY: RLC

JOB NO. 22234.005

SCALE 1"=100'

SHEET 1

OF 2



## SKETCH OF DESCRIPTION

### DESCRIPTION:

That part Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, lying in Section 29, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

Commence at West 1/4 corner of said Section 29, thence S00°01'01"W, 14.64 feet; thence departing said West line, run S69°28'35"E, 49.22 feet; thence N79°56'22"E, 34.35 feet; thence N30°03'16"W, 17.42 feet to the POINT OF BEGINNING; thence continue N30°03'16"W, 7.44 feet to the point of curvature of a curve concave Southeasterly having a radius of 6.07 feet and a chord bearing of N59°56'44"E; thence Northeasterly along the arc of said curve through a central angle of 180°00'00" for a distance of 19.07 feet to the point of tangency; thence S30°03'16"E, 7.44 feet; thence S59°56'44"W, 12.14 feet to the POINT OF BEGINNING.

Containing 0.003 acres (148 square feet) more or less being subject to any rights-of-way, restrictions and easements of record.

### NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the West line of the Southwest 1/4 of Section 29, Township 24 South, Range 30 East, being S00°01'01"E (assumed meridian).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

#### PREPARED FOR:

**Bonnet Creek Resort Community Development District**

LANDSCAPE, IRRIGATION, LIGHTING AND SIGN EASEMENT



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: <u>BMW</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>22234.005</u>	SCALE <u>N/A</u>	SHEET <u>2</u>
DATE: <u>11/2018</u>				OF <u>2</u>

# SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR SKETCH

Description (Prepared by Donald W. McIntosh Associates, INC.):

That part of Chelonia Parkway, BONNET CREEK RESORT, according to the plat thereof, as recorded in Plat Book 56, Pages 41 through 45, of the Public Records of Orange County, Florida, described as follows:

COMMENCE at the intersection of the East right-of-way line of said Chelonia Parkway with the South right-of-way line of Buena Vista Drive, as recorded in Official Records Book 3937, Page 1979, of said Public Records and Reference Point "A"; thence S00°00'00"E along said East right-of-way line, 5.98 feet to POINT OF BEGINNING NUMBER 1; thence continue along said East right-of-way line S00°00'00"E, 69.86 feet; thence departing said East right-of-way line, run N90°00'00"W, 30.04 feet to a non-tangent curve concave Southeasterly having a radius of 48.07 feet and a chord bearing of N23°16'04"E; thence Northeasterly along the arc of said curve through a central angle of 104°34'13" for a distance of 87.72 feet to POINT OF BEGINNING NUMBER 1; thence return to aforesaid Reference Point "A" and the intersection of the East right-of-way line of said Chelonia Parkway with the South right-of-way line of said Buena Vista Drive; thence N90°00'00"W along said South right-of-way line, 51.31 feet; thence departing said South right-of-way line run S00°00'00"E, 3.08 feet to POINT OF BEGINNING NUMBER 2 and a point on a curve concave Southwesterly having a radius of 1.50 feet and a chord bearing of S31°57'18"E; thence Southeasterly along the arc of said curve through a central angle of 113°35'27" for a distance of 2.97 feet to the point of reverse curvature of a curve concave Easterly having a radius of 92.07 feet and a chord bearing of S15°24'51"W; thence Southerly along the arc of said curve through a central angle of 18°51'07" for a distance of 30.29 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1.50 feet and a chord bearing of S80°36'36"W; thence Westerly along the arc of said curve through a central angle of 149°14'36" for a distance of 3.91 feet to the point of tangency; thence N24°46'06"W, 33.07 feet to the point of curvature of a curve concave Southeasterly having a radius of 1.50 feet and a chord bearing of N33°14'26"E; thence Northeasterly along the arc of said curve through a central angle of 116°01'04" for a distance of 3.04 feet to the point of tangency; thence S88°45'02"E, 22.00 feet to POINT OF BEGINNING NUMBER 2.

Together containing 0.057 acres (2476 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

## NOTES

1. This is not a survey.
2. Bearings shown hereon are based on the East right-of-way line of Chelonia Parkway, BONNET CREEK RESORT, as recorded in Plat Book 56, Pages 41 through 45, Public records of Orange County, Florida, being S00°00'00"E (per plat).
3. No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.
4. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon, unless otherwise shown.

## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
SOUTH, RANGE 28 EAST  
NO. NUMBER  
NT NON-TANGENT  
ORB OFFICIAL RECORDS BOOK  
PC POINT OF CURVATURE  
PG PAGE  
PB PLAT BOOK  
PGS PAGES  
PRC POINT OF REVERSE CURVATURE  
PT POINT OF TANGENCY  
R/W RIGHT-OF-WAY

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

Viewshed, Landscape, Irrigation, Lighting and Sign Easement



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

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

Rocky L. Carson March 04, 2019  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JPF

DATE: 03/2019

CHECKED BY: RLC

JOB NO.

22234.005

SCALE

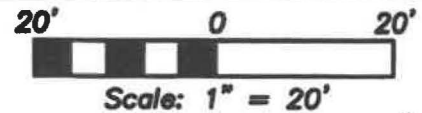
N/A

SHEET 1

OF 2

# SKETCH OF DESCRIPTION

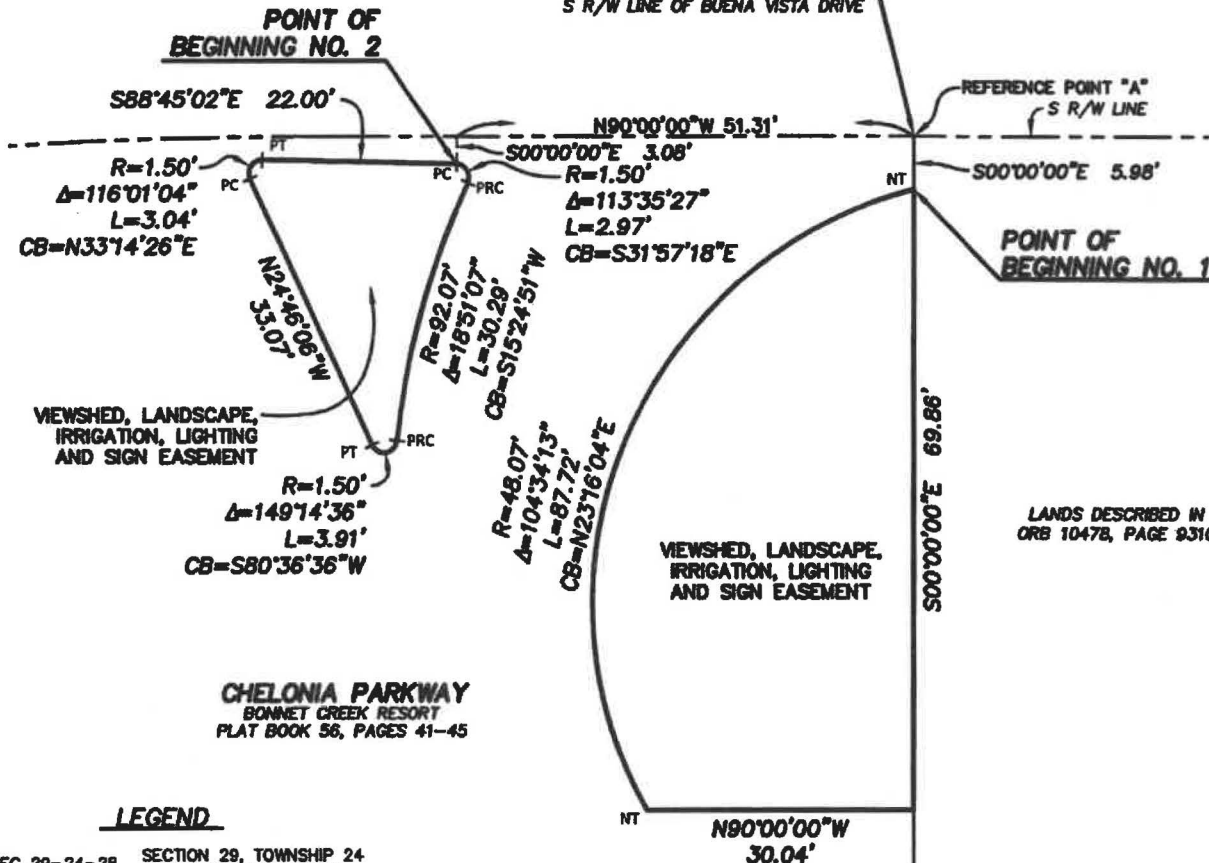
- SEE SHEET 1 FOR NOTES AND DESCRIPTION



**BUENA VISTA DRIVE**  
ORB 3937, PG 1979

## POINT OF COMMENCEMENT

INTERSECTION OF THE E R/W LINE  
OF CHELONIA PARKWAY WITH THE  
S R/W LINE OF BUENA VISTA DRIVE



## LEGEND

SEC 29-24-28 SECTION 29, TOWNSHIP 24  
NO. SOUTH, RANGE 28 EAST  
NT NUMBER  
ORB NON-TANGENT  
PC OFFICIAL RECORDS BOOK  
PG POINT OF CURVATURE  
PB PAGE  
PGS PLAT BOOK  
PRC PAGES  
PT POINT OF REVERSE CURVATURE  
R/W POINT OF TANGENCY  
R/W RIGHT-OF-WAY

PREPARED FOR:

**Bonnet Creek Resort Community Development District**

Viewshed, Landscape, Irrigation, Lighting and Sign Easement



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

ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JPF

JOB NO.

SCALE

SHEET 2

DATE: 03/2019

CHECKED BY: RLC

22234.005

1"=20'

OF 2

Printed: Mon 04-Mar-2019 - 05:00PM

F:\Pro\2016\16124\Sdwg\NAVD88\ood\CS# 18-146(B) EASEMENT 3.dwg

CS# 18-146(B)

**Exhibit D-3**

**Right-of-Way Permit**

## FORM OF RIGHT OF WAY PERMIT

DATE \_\_\_\_\_ PERMIT NUMBER \_\_\_\_\_

RIGHT OF WAY: Road / Canal Name \_\_\_\_\_

County \_\_\_\_\_ Section(s) \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

PERMITTEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Permittee is requesting permission from the Reedy Creek Improvement District (hereinafter "RCID") to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)

1. The work is within the corporate limits of a municipality. Yes ( ) No ( ) [Mark one]  
If Yes, indicate the name of the municipality \_\_\_\_\_
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on \_\_\_\_\_ to the following utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of RCID's Manager of Planning & Engineering (hereinafter "Engineer"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall commence the Work on \_\_\_\_\_ and shall be finished with all of the Work by \_\_\_\_\_. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.



10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the right of way (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the right of way or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain \_\_\_\_\_ document between RCID and \_\_\_\_\_, dated \_\_\_\_\_, and, if recorded, filed in the records of \_\_\_\_\_ County, Book \_\_\_\_\_, Page \_\_\_\_\_.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the right of way (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
15. Special Instructions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use of the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of RCID, shall be found not to be in compliance with RCID's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the right of way at the sole expense of Permittee.
- a) In conjunction therewith, Permittee shall, without violating any Laws:
- i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of RCID in accordance with the terms of this Permit, as hereinabove set forth;
  - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
  - iii) Be responsible (upon the request of RCID) for location (horizontally and vertically) of existing facilities within RCID's right of way.
- b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend RCID, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
- i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
  - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
  - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or RCID.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without RCID's prior written consent.
20. RCID agrees to allow Permittee to retain the facilities hereinabove described within the right of way for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is \_\_\_\_\_

PRINT NAME

Contact number (\_\_\_\_) \_\_\_\_\_

Submitted By:

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:



**The following is Required for Sign Installation Only**

**Please Provide All of the Following Information:**  
(Attach additional sheets if required)

**Purpose of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Location of Sign:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disney Grid Coordinates:** \_\_\_\_\_  
\_\_\_\_\_

**Type of Sign:** \_\_\_\_\_  
\_\_\_\_\_

**Face of Sign, including All Symbols or Text :**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Once the approved sign has been installed a digital photograph along with the RCID sign identification number must be provided to RCID.**

**NOTE:** The Reedy Creek Improvement District (RCID) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the RCID has also adopted the signage standards specific to RCID. All proposed signage must be reviewed and approved by the RCID Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval by \_\_\_\_\_  
DATE \_\_\_\_\_

**RIGHT OF WAY PERMIT  
FINAL INSPECTION REPORT**

DATE: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_

COUNTY/SECTION/TOWNSHIP/RANGE: \_\_\_\_\_

DATE STARTED: \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_

**Required for Sign Installation:**

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON \_\_\_\_\_

REMARKS:

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I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

SIGNED: \_\_\_\_\_  
(Permittee)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

PERMIT CLOSURE APPROVED BY: \_\_\_\_\_

# SECTION V



**Point of Connection PLC Control and monitoring enclosure**

<b>Customer:</b>	J.W. Marriott Hotel	<b>Date:</b>	06/24/19
<b>Attn:</b>	Jim Nugent	<b>Quotation #:</b>	062419-GIS
<b>Phone #:</b>		<b>Project Name:</b>	JW Marriott POC flow spool
<b>Fax #:</b>		<b>Location:</b>	Orlando FL
<b>Email:</b>		<b>Quoted By:</b>	Greg Salisbury 901 497 0060
<b>cc:</b>		<b>Email</b>	Greg.salisbury@watertronics.com

**POWER REQUIREMENT:**      Power shall be 120 volt, 1 phase, 60 hertz

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**MODEL DESCRIPTION:**   WT-1-WV-1.5"-Spool

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**EQUIPMENT FOR POC SPOOL PIECE:**

- TOL for future transducer and gauge ports.
- 1.5" Siemens Magnetic Flowmeter
- 1.5" master valve with solenoid controlled operation from control panel.
- Flanged steel spool connections for upstream and downstream, painted Green

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**CONTROL PANEL RETRO-KIT PRICE (INCLUDES ALL ABOVE):**

Local Set-Up by Watertronics (includes one day)  
Local Start-Up by Watertronics (includes one day)  
Sales Tax

**Domestic US Freight from Factory to Job Site: FOB Factory**

**\$ 8,333.00**  
Not Included  
Not Included  
Not Included  
Included

Shipment: Estimated 3 weeks after receipt of signed contract and drawing approval

**WARRANTY:**

1. Watertronics warrants its pump station products to be free of defects in materials and workmanship for a period of two (2) years from the date of startup, but not later than twenty seven (27) months from the date of invoice, unless modified by customer with the selection of the extended warranty option. Stations deemed delivery complete and invoiced accordingly, at Watertronics' factory and stored there, shall have the warranty period commence as of the invoice date.
2. This warranty is limited to replacing or repairing any defective component at the sole option of Watertronics and does not apply to equipment that has been damaged, misapplied or has been modified in any way.
3. Regular scheduled maintenance is required to keep the pump station running in top condition. A minimum of two (2) scheduled preventative maintenance service calls must be performed during the warranty period for the warranty to remain in force. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by a Watertronics recognized PSN (Pump Service Network) service provider and documentation of all work performed within the warranty period must be on file at the factory. Any maintenance or repairs done without the pre-authorization of Watertronics, or its recognized service providers shall void this warranty.
4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lightning strikes, misapplied or inappropriate in-coming power, improper grounding, vandalism, or any incidental, consequential, or acts of God, (2) repairs or replacements made without the pre-authorization of Watertronics, or its recognized service

providers, (3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, or (8) pumping water not suitable for turf irrigation.

5. Watertronics will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations. This includes, but is not limited to, the use of cranes larger than 15 tons, scuba divers, barges, helicopters, or other unusual means. These extraordinary costs shall be borne by the owner, regardless of the reason necessitating removal of the product from service.
6. THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF WATERTRONICS.  
NO AGENT, EMPLOYEE OR REPRESENTATIVE OF WATERTRONICS HAS ANY AUTHORITY TO BIND WATERTRONICS TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

ACCEPTANCE:

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, and if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay an additional charge equal to the costs of collection including agency, Private process servers, fees and reasonable attorney's fees not to exceed 40%, court costs incurred and any other costs of collection permitted by the laws, governing these transactions. **Terms are subject to final credit approval.**
2. A charge up to 1.5% per month (or maximum allowable under law) which is ANNUAL PERCENTAGE RATE OF 18% will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.
3. Equipment shipped separately from the station, at Purchaser's request, may incur additional freight charges, payable by Purchaser.
4. Equipment cancelled before completion will incur restocking charges.

ACCEPTED BY:

Company Name: Bonnet Creek Resort CDD By: [Signature]  
Print Name: George S. Flink Title: District Manager  
Signature Date: 7/15/2019 Requested Delivery Date: \_\_\_\_\_

Is this sale taxable? (circle one) Yes ☒ No (If the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order).

Please Return One Signed Copy of This Quotation On Acceptance. Merchandise delivered or shipped is due and payable to: Watertronics LLC, 525 Industrial Drive, P.O. Box 530, Hartland, WI 53029-0530.  
Fax number: 262-367-5551 Phone 262-367-5000 or Email [greg.salisbury@watertronics.com](mailto:greg.salisbury@watertronics.com).

BILL TO INFORMATION:

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

SHIP TO INFORMATION:

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

QUOTE # 062419-GIS

## SECTION VI

# SECTION C



# SECTION 1

***Bonnet Creek Resort***  
***Community Development District***

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135 W. Central Blvd, Suite 320, Orlando, FL 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

**Operation and Maintenance Expenditures  
For Board Approval  
June 2019**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$51,430.73**

Approval of Expenditures:

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\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

**Bonnet Creek Resort Community Development District**  
Paid Operation & Maintenance Expenses  
June 1, 2019 Through June 30, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Amount
Aquatic Weed Control, Inc.	3449	36185	Monthly Wetland Maintenance - May 2019	\$ 1,694.00
Dan Paris	3450	DP060619	Supervisor Fees - 06/06/19	\$ 200.00
FedEx	3451	6-571-97331	Delivery - 05/30/2019	\$ 245.93
Governmental Management Services	3452	164	Management Fees - June 2019	\$ 2,769.82
Governmental Management Services	3452	165	Field Management - June 2019	\$ 5,585.83
Hoover Pumping Systems	3453	148475	Site 4147 Service Agreement - 2019	\$ 2,590.00
Paralee Company	3454	108223	Certify and Test Flow Meters	\$ 388.00
Ruth Perry	3455	RP060619	Supervisor Fees - 06/06/19	\$ 200.00
Robert Gaul	3456	RG060619	Supervisor Fees - 06/06/19	\$ 200.00
Robert Gaul	3457	RG060619	Supervisor Fees - 06/06/19	\$ 200.00
Solitude Lake Management, LLC	3458	PI-A00268927	Lake Maintenance - June 2019	\$ 215.00
V Global Tech	3459	1257	Website Compliance	\$ 1,975.00
Donald W. McIntosh Associates, Inc.	3460	36626	Engineering Services - May 2019	\$ 4,125.72
Orlando Sentinel	3461	67427500	Notice of Meeting - 06/06/19	\$ 170.00
Yellowstone Landscape	3462	ON 29822	Monthly Landscape Maintenance - June 2019	\$ 19,419.00
FedEx	3463	6-586-77191	Delivery - 06/12/2019	\$ 63.21
Latham, Shuker, Eden & Beaudine LLP	3464	86318	Legal Services - May 2019	\$ 1,026.00
Subtotal Check Register				\$ 41,067.51
<b>Automatic Drafts</b>				
Orange County Utilities	Auto-Pay	855665881	Utilities - June 2019	\$ 3,758.91
Progress Energy Florida	Auto-Pay	01095-15415JUN19	Utilities - June 2019	\$ -
Progress Energy Florida	Auto-Pay	09248-56128JUN19	Utilities - June 2019	\$ 14.00
Progress Energy Florida	Auto-Pay	12137-03159JUN19	Utilities - June 2019	\$ 20.16
Progress Energy Florida	Auto-Pay	31728-64366JUN19	Utilities - June 2019	\$ 5,651.96
Progress Energy Florida	Auto-Pay	41141-83054JUN19	Utilities - June 2019	\$ 76.50
Progress Energy Florida	Auto-Pay	48878-59425JUN19	Utilities - June 2019	\$ 34.79
Progress Energy Florida	Auto-Pay	55839-73134JUN19	Utilities - June 2019	\$ 768.08
Progress Energy Florida	Auto-Pay	56243-83594JUN19	Utilities - June 2019	\$ 19.16
Progress Energy Florida	Auto-Pay	65496-08288JUN19	Utilities - June 2019	\$ 19.66
Subtotal Automatic Drafts				\$ 10,363.22
<b>Report Total</b>				<b>\$ 51,430.73</b>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/18/19	00052	5/24/19 36185	201905 320-53800-44100	MTHLY WETLAND MAINT MAY19	*	1,694.00	
				AQUATIC WEED CONTROL, INC.			1,694.00 003449
6/18/19	00013	6/06/19 DP060619	201906 310-51300-11000	SUPV FEE 6/6/19	*	200.00	
				DAN PARIS			200.00 003450
6/18/19	00017	6/04/19 6-571-97	201905 310-51300-42000	DELIVERY 5/30/19	*	245.93	
				FEDEX			245.93 003451
6/18/19	00001	6/01/19 164	201906 310-51300-34000	MANAGEMENT FEE JUN19	*	2,662.92	
		6/01/19 164	201906 310-51300-51000	OFFICE SUPPLIES	*	22.74	
		6/01/19 164	201906 310-51300-42000	POSTAGE	*	4.00	
		6/01/19 164	201906 310-51300-42500	COPIES	*	67.50	
		6/01/19 164	201906 310-51300-41000	TELEPHONE	*	12.66	
		6/01/19 165	201906 320-53800-34000	FIELD MANAGEMENT JUN19	*	5,585.83	
				GOVERNMENTAL MANAGEMENT SERVICES-			8,355.65 003452
6/18/19	00023	4/01/19 148475	201904 320-53800-46300	SVC AGRMNT-SITE 4147-FY19	*	2,590.00	
				HOOVER PUMPING SYSTEMS			2,590.00 003453
6/18/19	00090	4/01/19 108223	201903 320-53800-49000	CERTIFY/TEST FLOWMETERS	*	388.00	
				PARALEE COMPANY			388.00 003454
6/18/19	00040	6/06/19 RP060619	201906 310-51300-11000	SUPV FEE 6/6/19	*	200.00	
				RUTH PERRY			200.00 003455
6/18/19	00073	6/06/19 RG060619	201906 310-51300-11000	SUPV FEE 6/6/19	*	200.00	
				ROBERT GAUL			200.00 003456
6/18/19	00077	6/06/19 RG060619	201906 310-51300-11000	SUPV FEE 6/6/19	*	200.00	
				RANDALL GREENE			200.00 003457
				BONC BONNET CREEK KCOSTA			

BONC BONNET CREEK KCOSTA



# Aquatic Weed Control, Inc.

P.O. Box 593258  
Orlando, FL 32859

Phone: 407-859-2020  
Fax: 407-859-3275

## Invoice

Date	Invoice #
5/24/2019	36105

RECEIVED  
RECEIVED

JUN 11 2019


MAY 28 2019

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Bonnet Creek Resort CDD  
c/o GMS - CF, LLC  
9145 Narcoossee Road, Ste. A206  
Orlando, FL 32827

Customer P.O. No.	Payment Terms	Due Date
	Net 30	6/23/2019

Description	Amount
Monthly wetland maintenance for the month this invoice is dated - Wetlands, fancelina, 1 Golf Course Pond @ Bonnet Creek Resort. Completed 5/23/2019.	1,694.00
 Pond + Embankment Aquatic treatment (AWC)	

Thank you for your business.

Total	\$1,694.00
Payments/Credits	\$0.00
Balance Due	\$1,694.00

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**RECEIVED**

JUN 11 2019

BY: \_\_\_\_\_

**District Name:** Bennet Creek Resort CDD

**Board Meeting Date:** June 6, 2019

1-3 9/5-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>
1	Peter Kacheris		Yes (\$200)
2	Bob Gaul	✓	Yes (\$200)
3	Ruth Perry	✓	Yes (\$200)
4	Dan Paris	✓ (phase)	Yes (\$200) -
5	Randall Greene	✓	Yes (\$200)

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

6/6/19  
Date

**\*\*RETURN SIGNED DOCUMENT TO Arid Lovera\*\***





Invoice Number	Invoice Date
6-571-97331	Jun 04, 2019

Page  
1 of 4

**Billing Address:**

BONNET CREEK RESORT CDD.  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768

**Shipping Address:**

BONNET CREEK RESORT CDD.  
13574 VILLAGE PARK DR STE 265  
ORLANDO FL 32837-7696

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST

Internet: [fedex.com](http://fedex.com)

**Invoice Summary****FedEx Express Services**

Total Charges	USD	\$245.93
<b>TOTAL THIS INVOICE</b>	<b>USD</b>	<b>\$245.93</b>

17  
1-319-11

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

**Invoice Number**

6-571-97331

**Invoice Date**

Jun 04, 2019

Page

2 of 4

**FedEx Express Shipment Detail By Payor Type (Original)**
**Ship Date:** May 30, 2019

**Dest. Ref.:** Bonnet Creek Resort CBD

**Ref.#2:**
**Payor:** Third Party

**Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	775350258104	George Flint	Peter Kacheris
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	Waldorf Astoria Hotel Orlando
<b>Package Type</b>	Customer Packaging	135 W. Central Blvd.	14200 Bonnet Creek Resort Lane
<b>Zone</b>	02	ORLANDO FL 32801 US	ORLANDO FL 32821 US
<b>Packages</b>	1		
<b>Rated Weight</b>	3.0 lbs, 1.4 kgs		
<b>Delivered</b>	May 31, 2019 11:42		
<b>Svc Area</b>	A1	<b>Transportation Charge</b>	31.20
<b>Signed by</b>	C.CREG	<b>Fuel Surcharge</b>	2.57
<b>FedEx Use</b>	000000000/1283/_	<b>Total Charge</b>	<b>USD \$33.77</b>

**Ship Date:** May 30, 2019

**Dest. Ref.:** Bonnet Creek Resort CBD

**Ref.#2:**
**Payor:** Third Party

**Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	775350270296	George Flint	Bob Gaul
<b>Service Type</b>	FedEx Standard Overnight	GMS - CF, LLC	Wyndham Vacation Ownership
<b>Package Type</b>	Customer Packaging	135 W. Central Blvd.	9560 VIA ENCINAS
<b>Zone</b>	02	ORLANDO FL 32801 US	ORLANDO FL 32830 US
<b>Packages</b>	1		
<b>Rated Weight</b>	3.0 lbs, 1.4 kgs		
<b>Delivered</b>	May 31, 2019 11:55		
<b>Svc Area</b>	A1	<b>Transportation Charge</b>	31.20
<b>Signed by</b>	C.CONFESOR	<b>Fuel Surcharge</b>	2.57
<b>FedEx Use</b>	000000000/1283/_	<b>Total Charge</b>	<b>USD \$33.77</b>



Invoice Number	Invoice Date
6-571-97331	Jun 04, 2019

Page  
3 of 4

Ship Date: May 30, 2019

Payor: Third Party

Cust. Ref.: Bonnet Creek Resort CDD

Ref.#3:

Ref.#1:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Package Delivered to Recipient Address - Release Authorized
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient
Tracking ID	775350289397	George Flint	Dan Paris
Service Type	FedEx Standard Overnight	GMS - CF, LLC	Brooksville Development Corp
Package Type	Customer Packaging	135 W. Central Blvd.	7705 SUNDIAL LN
Zone	02	ORLANDO FL 32801 US	ORLANDO FL 32819 US
Packages	1		
Rated Weight	3.0 lbs, 1.4 kgs		
Delivered	May 31, 2019 11:26	Transportation Charge	31.20
Svc Area	A1	Fuel Surcharge	2.94
Signed by	see above	Residential Delivery	4.40
FedEx Use	000000000/1283/02	Total Charge	USD \$38.54

Ship Date: May 30, 2019

Payor: Third Party

Cust. Ref.: Bonnet Creek Resort CDD

Ref.#3:

Ref.#2:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient
Tracking ID	775350320765	George Flint	Ruth Perry
Service Type	FedEx Standard Overnight	GMS - CF, LLC	6AI Consultants
Package Type	Customer Packaging	135 W. Central Blvd.	618 E SOUTH ST
Zone	02	ORLANDO FL 32801 US	ORLANDO FL 32801 US
Packages	1		
Rated Weight	3.0 lbs, 1.4 kgs		
Delivered	May 31, 2019 12:55	Transportation Charge	31.20
Svc Area	A1	Fuel Surcharge	2.57
Signed by	T.ESSMA	Total Charge	USD \$33.77
FedEx Use	000000000/1283/_		

Ship Date: May 30, 2019

Payor: Third Party

Cust. Ref.: Bonnet Creek Resort CDD

Ref.#3:

Ref.#2:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Package Delivered to Recipient Address - Release Authorized
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient
Tracking ID	775350338951	George Flint	Randall Greene
Service Type	FedEx Standard Overnight	GMS - CF, LLC	RG Developments & Investments,
Package Type	Customer Packaging	135 W. Central Blvd.	17034 Medical Way
Zone	02	ORLANDO FL 32801 US	MONTVERDE FL 34755 US
Packages	1		
Rated Weight	3.0 lbs, 1.4 kgs		
Delivered	May 31, 2019 12:18	Transportation Charge	31.20
Svc Area	A5	Fuel Surcharge	2.94
Signed by	see above	Residential Delivery	4.40
FedEx Use	000000000/1283/02	Total Charge	USD \$38.54

Ship Date: May 30, 2019

Payor: Third Party

Cust. Ref.: Bonnet Creek Resort CDD

Ref.#3:

Ref.#2:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient
Tracking ID	775350356115	George Flint	Jan Albanese Carpenter
Service Type	FedEx Standard Overnight	GMS - CF, LLC	Latham, Shuker, Eden & Beaudin
Package Type	Customer Packaging	135 W. Central Blvd.	111 North Orange Avenue Suite
Zone	02	ORLANDO FL 32801 US	ORLANDO FL 32801 US
Packages	1		

Continued on next page

**Invoice Number**

6-571-97331

**Invoice Date**

Jun 04, 2019

Page

4 of 4

Tracking ID: 775350356115 continued

Rated Weight 3.0 lbs, 1.4 kgs  
 Delivered May 31, 2019 11:17  
 Svc Area A1  
 Signed by C.COLON  
 FedEx Use 000000000/1283/\_

Transportation Charge

31.20

Fuel Surcharge

2.57

Total Charge

USD

\$33.77

~~Ship Date: May 30, 2019~~~~Dest. Ref: Bonnet Creek Resort CDD~~~~Ref: 22~~~~Payer: Third Party~~~~Ref: 22~~

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.25% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation INET  
 Tracking ID 775350373390  
 Service Type FedEx Standard Overnight  
 Package Type Customer Packaging  
 Zone 02

**Sender**  
 George Flint  
 GMS - CF, LLC  
 135 W. Central Blvd.  
 ORLANDO FL 32801 US

**Recipient**  
 John Florio  
 Donald W. McIntosh Associates  
 2200 Park Avenue North  
 WINTER PARK FL 32789 US

Packages 1  
 Rated Weight 3.0 lbs, 1.4 kgs  
 Delivered May 31, 2019 10:07

Transportation Charge

31.20

Fuel Surcharge

2.57

Total Charge

USD

\$33.77

**Third Party Subtotal****USD****\$245.93****Total FedEx Express****USD****\$245.93**

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 164  
Invoice Date: 6/1/19  
Due Date: 6/1/19  
Case:  
P.O. Number:

**Bill To:**  
Bonnet Creek Resort CDD  
135 West Central Blvd.  
Suite 320  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - June 2019 30 Office Supplies 5 Postage 435 Copies 34 Telephone 34		2,662.92 22.74 4.00 67.50 12.66	2,662.92 22.74 4.00 67.50 12.66
			<b>Total \$2,769.82</b>
			<b>Payments/Credits \$0.00</b>
			<b>Balance Due \$2,769.82</b>

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 165  
Invoice Date: 6/1/19  
Due Date: 6/1/19  
Case:  
P.O. Number:

**Bill To:**  
Bonnet Creek Resort CDD  
135 West Central Blvd.  
Suite 320  
Orlando, FL 32801

1.  
1-20-585-83

Description	Hours/Qty	Rate	Amount
Field Management - June 2019		5,585.83	5,585.83
		<b>Total</b>	<b>\$5,585.83</b>
		<b>Payments/Credits</b>	<b>\$0.00</b>
		<b>Balance Due</b>	<b>\$5,585.83</b>

# Invoice



PO Box 31561  
Tampa, FL 33631-3561  
(954) 971-7350 Fax (954) 975-0791

Scheduled: 4/1/2019 Tech: NTA  
By: NRB Area:  
Warranty Expires: 1/18/2005  
Maint Expires: 3/30/2020

Invoice# **148475**  
Invoice Date: 4/1/2019  
Due Date: 4/1/2019  
Service Date:  
Terms:

Bill To Customer# 6310  
Bonnet Creek Resort Community Development D  
Attn: George Flint  
c/o Governmental Management Services  
1412 South Narcoossee Road  
St. Cloud FL 34771  
Tel: (407) 841-5524 Fax:  
Cust. P.O.#

Job Site: Site ID# **4147**  
Bonnet Creek Resort Bonnet Creek  
14024 Chelonia Parkway  
Orlando FL 32830  
Tel: (407) 242-0501 Contact: George S. Flint  
Maintenance: 1B-A  
Model# HC2F-25J10PDV-460/3-FHMR3L-Z

## Pump System

Station Design: 700 GPM at 74 PSI

Job Completed: YES ☐ NO ☒ Hoover Additional Work Required: YES ☐ NO ☒  
System Operating: YES ☐ NO ☒ Additional Work Required by Customer: YES ☐ NO ☒

## Nature of Call:

- Annual Service Agreement MA# 1948. Annual Lump sum billing. Invoice 1 of 1. Yr 1 of 2 year agreement.

1-18-19-0164  
SRC 4/1/19  
4147  
FY19

SubTotal:	\$2,590.00
Sales Tax:	\$0.00
Grand Total:	\$2,590.00



Remittance: PO Box 31561, Tampa FL 33631-3561

2801 N. Powerline Road • Pompano Beach, FL 33069 • (954) 971-7350 • Fax (954) 975-0791

Page 1 of 1



# Paralee Company, Inc

3931 Kiawa Drive  
Orlando, FL 32837  
Phone 407-948-2273  
Fax 407-850-0532


# Invoice

**Bill To:**

Bonnet Creek Resort  
Attn: Clayton Smith  
135 W. Central Blvd Suite 320  
Orlando, FL 32801

90  
1-21 75-471

Date	Invoice No.	P.O. Number	Terms	Project
04/01/19	108223	Clayton	Net 30	

Item	Description	Quantity	Rate	Amount
Labor-Hours	Labor-Hours - March 28, 2019 - Flow test and certify three flowmeters at Bonnet Creek Resort, one flowmeter is bad and needs to be replaced, quote will follow.	4	94.00	376.00
Mileage	Mileage	30	0.40	12.00
	Fla. Sales Tax		6.50%	0.00
 (contingency)				

Thank you for your business.

Total \$388.00

Federal Tax ID# 59-3635957

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**RECEIVED**

JUN 11 2019

BY: \_\_\_\_\_

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** June 6, 2019

1-3 9/3-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>	
1	Peter Kacheris		Yes (\$200)	
2	Bob Gaul	✓	Yes (\$200)	73
3	Ruth Perry	✓	Yes (\$200)	40
4	Dan Paris	✓ (phase)	Yes (\$200) -	13
5	Randall Greene	✓	Yes (\$200)	77

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

6/6/19  
Date

**\*\*RETURN SIGNED DOCUMENT TO Ariel Loversa\*\***

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**RECEIVED**

JUN 11 2019

BY: \_\_\_\_\_

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** June 6, 2019

1-3 9/3-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>	
1	Peter Kacheris		Yes (\$200)	
2	Bob Gaul	✓	Yes (\$200)	73
3	Ruth Perry	✓	Yes (\$200)	(10)
4	Dan Paris	✓ (phase)	Yes (\$200) -	13
5	Randall Greene	✓	Yes (\$200)	77

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

6/6/19  
Date

**\*\*RETURN SIGNED DOCUMENT TO Ariel Lovers\*\***

**Attendance Confirmation**  
for  
**BOARD OF SUPERVISORS**

**RECEIVED**

JUN 11 2019

BY: \_\_\_\_\_

**District Name:** Bonnet Creek Resort CDD

**Board Meeting Date:** June 6, 2019

1-3 5/3-11

	<i>Name</i>	<i>In Attendance Please ✓</i>	<i>Fee Involved Yes / No</i>	
1	Peter Kacheris		Yes (\$200)	
2	Bob Gaul	✓	Yes (\$200)	73
3	Ruth Perry	✓	Yes (\$200)	40
4	Dan Paris	✓ (phase)	Yes (\$200) -	13
5	Randall Greene	✓	Yes (\$200)	77

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:**

  
District Manager Signature

6/6/19  
Date

**\*\*RETURN SIGNED DOCUMENT TO Ariel Loversa\*\***

# SOLITUDE

LAKE MANAGEMENT

Voice: (888) 480-5253 Fax: (888) 355-0088

## INVOICE

Invoice Number: PI-A00268927  
Invoice Date: 06/01/19

PROPERTY: Bonnett Creek CDD

SOLD TO: Bonnett Creek CDD  
Governmental Management Services  
135 West Central Boulevard  
Suite 320  
Orlando, FL 32801  
United States

RECEIVED

JUN 11 2019

BY: \_\_\_\_\_

86  
12506-001  
Lake's Pond Management

CUSTOMER ID  
5006

CUSTOMER PO  
ORLHHB5082

Payment Terms:

Sales Rep ID  
Bethany Thompson

Shipment Method

Ship Date

Due Date  
06/01/19

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR12519 06/01/19 - 06/30/19 Lake & Pond Management Services		215.00	215.00

*[Signature]*  
Pond & Embankment  
Aquatic treatment  
(AWC)

### PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H  
Little Rock, AR 72202

Subtotal	215.00
Sales Tax	0.00
Total Invoice	215.00
Payment Received	0.00
<b>TOTAL</b>	<b>215.00</b>

**VGlobalTech**

636 Fanning Drive  
Winter Springs, FL 32708 US  
contact@vglobaltech.com  
www.vglobaltech.com



54  
1-717-350

**Invoice****BILL TO**

Bonnet Creek Resort CDD  
135 W. Central Blvd, Suite 320  
Orlando, FL 32801  
United States

**RECEIVED**

JUN 11 2019

BY: \_\_\_\_\_

INVOICE # 1257

DATE 04/25/2019

DUE DATE 05/25/2019

TERMS Net 30

**ACTIVITY****QTY****RATE****AMOUNT****Web Design: Website ADA  
Compliance - Type S**

1

1,975.00

1,975.00

Perform ADA Compliance check,  
update / rebuild current site with new  
ADA plugins, update html code for  
compliance, image tags etc. Convert 2  
years worth of documents to RTF's.  
Document before and after for ADA  
errors as per WAVE Checker tool.  
(See proposal for details)

Make checks payable to "VGlobalTech" and send to address on  
invoice.

**BALANCE DUE****\$1,975.00**

Donald W McIntosh Associates Inc.  
2200 Park Avenue North  
Winter Park, FL 32789-2355  
(407) 644-4068

Bonnet Creek Resort CDD  
Attn: George Flint  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Invoice number 36626  
Date 06/01/2019

Project 22234 Bonnet Creek Resort CDD  
General Consulting

For Period Through May 17, 2019

Invoice Summary

Description	Current Billed
CDD general consulting 16	1,735.00
CDD inspections	0.00
CDD miscellaneous meetings	750.00
CDD intersection improvements	870.00
CDD irrigation pump upgrade	6,631.25
Reimbursable Expenses	770.72
Total	10,756.97

Professional Fee Detail

	Hours	Rate	Billed Amount
Construction Observer	4.00	80.00	320.00
Principal	4.50	250.00	1,125.00
Sr. Reg. Engineer; Eng. Project Manager	16.25	160.00	2,600.00
Researcher	12.00	85.00	1,020.00
Survey Technician	9.00	90.00	810.00
Engineer II	35.75	115.00	4,111.25
Professional Fee Detail subtotal	81.50		9,986.25

Reimbursable Expenses

	Units	Rate	Billed Amount
Fees & Permits			657.00
In-house Pick-up & Delivery			70.00
Mileage	26.00	0.50	13.00
Telephone			16.72
Travel			14.00
Reimbursable Expenses subtotal			770.72

Invoice total **10,756.97**



**Invoice Supporting Detail**

**22234 Bonnet Creek Resort CDD General Consulting**  
**000 CDD general consulting**

Phase Status: Active

Billing Cutoff: 05/17/2019

	Date	Units	Rate	Amount
<b>Labor</b> WIP Status: Billable				
Principal				
John M. Florio				
Time Per Contract	04/24/2019	1.00	250.00	250.00
<i>call w/Paris, McArthur, Curotto re: Wyndham</i>				
Subtotal		1.00		250.00
Sr. Reg. Engineer, Eng. Project Manager				
Michael K. Farrell				
Time Per Contract	05/14/2019	0.50	160.00	80.00
<i>Signage Permit Coordination</i>				
Subtotal		0.50		80.00
Researcher				
Chris D. Chandler				
Time Per Contract	04/26/2019	1.00	85.00	85.00
<i>Assist with Orange County sign application permitting process (fee determination and app)</i>				
Time Per Contract	05/13/2019	4.00	85.00	340.00
<i>Process address request with Orange County Zoning for new sign submittal</i>				
Time Per Contract	05/14/2019	2.00	85.00	170.00
<i>Process building and zoning applications for signs at Orange County</i>				
Subtotal		7.00		595.00
Survey Technician				
Jerrold P. Fusco				
Time Per Contract	05/02/2019	2.50	90.00	225.00
<i>ASM Sketch of Description Revision Check</i>				
Time Per Contract	05/03/2019	6.50	90.00	585.00
<i>ASM Sketch of Description Revision Check</i>				
Subtotal		9.00		810.00
Labor total		17.50		1,735.00

**001 CDD Inspections**

Phase Status: Active

**002 CDD miscellaneous meetings**

Phase Status: Active

Billing Cutoff: 05/17/2019

	Date	Units	Rate	Amount
<b>Labor</b> WIP Status: Billable				
Principal				
John M. Florio				
Time Per Contract	05/02/2019	3.00	250.00	750.00
<i>prep for and attend CDD BOS meeting</i>				
Subtotal		3.00		750.00
Labor total		3.00		750.00

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting 005 CDD Intersection Improvements

Phase Status: Active

Billing Cutoff: 05/17/2019

	Date	Units	Rate	Amount
<b>Labor</b> WIP Status: Billable				
Principal				
John M. Florio				
Time Per Contract	05/07/2019	0.50	250.00	125.00
<i>coord w/consultants, client re: signs</i>				
Subtotal		0.50		125.00
Sr. Reg. Engineer; Eng. Project Manager				
Michael K. Farrell				
Time Per Contract	04/26/2019	1.00	160.00	160.00
<i>Sign permitting</i>				
Time Per Contract	04/30/2019	1.00	160.00	160.00
<i>Sign permitting follow up</i>				
Subtotal		2.00		320.00
Researcher				
Barbra M. Demmer				
Time Per Contract	04/23/2019	1.00	85.00	85.00
<i>coord w/Canin; apps finalized to Kacheris for signature</i>				
Time Per Contract	04/24/2019	0.50	85.00	42.50
<i>research/coord w/Bldg Dept</i>				
Time Per Contract	04/25/2019	0.50	85.00	42.50
<i>research/coord w/Bldg Dept</i>				
Time Per Contract	05/10/2019	1.00	85.00	85.00
<i>prep Bldg/Zon submittals for sign pkg</i>				
Time Per Contract	05/14/2019	2.00	85.00	170.00
<i>zoning applications edited and to Kacheris for signature - new submittal prepared</i>				
Subtotal		5.00		425.00
Labor total		7.50		870.00

### 007 CDD irrigation pump upgrade

Phase Status: Active

Billing Cutoff: 05/17/2019

	Date	Units	Rate	Amount
<b>Labor</b> WIP Status: Billable				
Construction Observer				
Steven E. Williams				
Time Per Contract	05/16/2019	4.00	80.00	320.00
<i>Site visit- recover re-use valves for pressure monitoring</i>				
Subtotal		4.00		320.00
Sr. Reg. Engineer; Eng. Project Manager				
James C. Nugent				
Time Per Contract	04/30/2019	0.25	160.00	40.00
<i>Review Hoover pumps upgrade preliminary submittal</i>				
Time Per Contract	05/02/2019	0.25	160.00	40.00
<i>Review correspondence on upmp upgrade from Hoover pumps</i>				

## Invoice Supporting Detail

### 22234 Bonnet Creek Resort CDD General Consulting 007 CDD Irrigation pump upgrade

Phase Status: Active

Billing Cutoff: 05/17/2019

Date	Units	Rate	Amount
------	-------	------	--------

#### Labor

WIP Status: Billable

Sr. Reg. Engineer; Eng. Project Manager

James C. Nugent

Time Per Contract	05/03/2019	2.00	160.00	320.00
<i>Review Jim Boyde memo on fourth upirrigation upgrade option, start cost estimate with Naomi B, send pressure recorder out for calibration</i>				
Time Per Contract	05/06/2019	1.50	160.00	240.00
<i>Develop preliminary cost estimates for irrigation pump upgrade (Jim BOyd Options A-D), incl meeting with Naomi B on work scope items</i>				
Time Per Contract	05/07/2019	1.50	160.00	240.00
<i>Coordination with Jim Boyd on irrigation pump &amp; meter retrofit cost estimates, coordination with Clayton Smith from GMS on irrigation presre recording setup</i>				
Time Per Contract	05/08/2019	0.50	160.00	80.00
<i>Prepare/review irrigation upgrade opinions of cost (options A-D)</i>				
Time Per Contract	05/09/2019	1.00	160.00	160.00
<i>Coordination with GMS on irrigation dist system pressure testing, review preliminary cost estimates for pump statio upgrade, review updated costs from Jim Boyd</i>				
Time Per Contract	05/10/2019	1.00	160.00	160.00
<i>Review/markup pump upgrade cost estimates, Jim Boyd call on pricing clarification</i>				
Time Per Contract	05/13/2019	0.25	160.00	40.00
<i>Review cost estimates for irrigation pump upgrade (options A-D)</i>				
Time Per Contract	05/14/2019	3.50	160.00	560.00
<i>Review and edit irrigation pump upgrade cost estimates, and supporting exhibits</i>				
Time Per Contract	05/15/2019	1.00	160.00	160.00
<i>Review/edit irrigation pump upgrade cost opinions and exhibits</i>				
Time Per Contract	05/16/2019	1.00	160.00	160.00
<i>Coordination on irrigation upgrade - prelim cost opinions and graphics to Jim Boyd, pressure recording set up/preparation</i>				
Subtotal		13.75		2,200.00

#### Engineer II

Naomi R. Beaulieu

Time Per Contract	05/03/2019	7.50	115.00	862.50
<i>Engineer's opinion of costs (3 diff. options) for Bonnet Creek Resort CDD Irrigation pump station. Coord w Jim</i>				
Time Per Contract	05/06/2019	7.25	115.00	833.75
<i>Engineer's Opinion Costs/Research for unit cost. Exhibits. meeting with Jim</i>				
Time Per Contract	05/07/2019	7.75	115.00	891.25
<i>Engineer's Opinion Costs/Research for unit cost. Exhibits. Coordinating with Jim</i>				
Time Per Contract	05/08/2019	4.75	115.00	546.25
<i>Engineer's Opinion Costs/Research for unit cost. Exhibits. Coordinating with Jim/gave a draft</i>				
Time Per Contract	05/10/2019	1.75	115.00	201.25
<i>Meeting. Updating cost per Jim's comments.</i>				
Time Per Contract	05/13/2019	2.50	115.00	287.50
<i>Finalizing costs per Jim's comments. Jim reviewing.</i>				
Time Per Contract	05/14/2019	1.50	115.00	172.50
<i>Updating/finalizing costs and exhibits.</i>				

**Invoice Supporting Detail**

**22234 Bonnet Creek Resort CDD General Consulting**  
**007 CDD Irrigation pump upgrade**

Phase Status: Active

Billing Cutoff: 05/17/2019

Date	Units	Rate	Amount
------	-------	------	--------

**Labor** WIP Status: Billable

Engineer II

Naomi R. Beaulieu

Time Per Contract 05/15/2019 2.25 115.00 258.75

*Updating exhibits & creating vicinity map per Jim and John's comments.*

Time Per Contract 05/16/2019 0.50 115.00 57.50

*Finalized exhibit based on comments. Jim sent to Jim Boyd.*

Subtotal	35.75	4,111.25
Labor total	53.50	8,631.25

**999 Reimbursable Expenses**

Phase Status: Active

Billing Cutoff: 05/17/2019

Date	Units	Rate	Amount
------	-------	------	--------

**Expense** WIP Status: Billable

CenturyLink

Telephone 05/07/2019 16.72

Subtotal 16.72

Chris D. Chandler

Fees & Permits 05/17/2019 20.00

Fees & Permits 05/17/2019 637.00

Travel 05/17/2019 8.00

Travel 05/17/2019 6.00

Subtotal 671.00

In-house Expense

In-house Pick-up & Delivery 05/13/2019 35.00

In-house Pick-up & Delivery 05/14/2019 35.00

Subtotal 70.00

Steven E. Williams

Expense Report

Mileage 05/16/2019 26.00 0.50 13.00

Subtotal 26.00 13.00

Expense total 26.00 770.72

00015077800015077803006742750 00017000 00017000 1

# Orlando Sentinel

MEDIA GROUP

Published Daily  
ORANGE County, Florida

State Of Florida  
County Of Orange

Before the undersigned authority personally appeared Aracelis Crespo, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11150-Public Hearing Notice, meetings for the Fiscal Year 2019 was published in said newspaper in the issues of May 28, 2019.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County, Florida, in said ORANGE County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

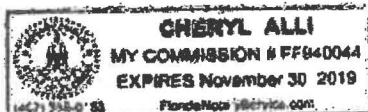
Aracelis Crespo  
Signature of Affiant

Aracelis Crespo

Name of Affiant

Sworn to and subscribed before me on this 30 day of May, 2019,  
by above Affiant, who is personally known to me ( X ) or who has produced identification ( ).

Cheryl Ali  
Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

**NOTICE OF MEETING - BUNNELL CREEK RESORT**  
COMMUNITY DEVELOPMENT DISTRICT  
BUNNELL CREEK RESORT  
The Bunnell Creek Resort Community Development District Audit Committee will meet on Thursday, June 4, 2019 at 2:00 PM at the Western Avenue Orlando Hotel, 1400 Bunnell Creek Resort Lane, Orlando, Florida 32811. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. This meeting may be continued to a date, time, and place to be specified in the record of the meeting.  
Any person requesting special accommodations for this meeting because of a disability or physical impairment should contact the District Office at (407) 621-2004 at least 10 business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-352-5776 for aid in contacting the District Office.  
Each person who wishes to submit any action item to the meeting is advised that person will need a record of the proceedings and the agenda. The person may read in public that a verbatim record of the proceedings is made. Included in the verbatim and evidence upon which such action is to be based.  
George B. Flint  
District Manager  
Bunnell Creek Community Development District -  
Orlando, Florida, LLC  
BUNNELL CREEK RESORT



## INVOICE

INVOICE #	INVOICE DATE
ON 29822	6/15/2019
TERMS	PO NUMBER
Net 30	

**Bill To:**

Bonnet Creek Resort CDD  
c/o Governmental Management Services, LLC  
9145 Narcoossee Rd,  
Suite A206  
Orlando, FL 32827

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Bonnet Creek Resort CDD

**Invoice Due Date:** July 15, 2019

**Invoice Amount:** \$19,419.00

Description	Current Amount
Weekly Maintenance June 2019	\$19,419.00

500  
1-97 536-673  
m/h/y kruscyn m/w Jma

**Invoice Total** \$19,419.00

**Should you have any questions or inquiries please call (386) 437-6211.**

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286



**Invoice Number**

6-586-77191

**Invoice Date**

Jun 18, 2019

Page

1 of 2

**Billing Address:**

BONNET CREEK RESORT CDD.  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768

**Shipping Address:**

BONNET CREEK RESORT CDD.  
13574 VILLAGE PARK DR STE 265  
ORLANDO FL 32837-7696

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST

Sa 7 AM to 6 PM CST

Internet: fedex.com

**Invoice Summary****FedEx Express Services**

Total Charges	USD	\$63.21
<b>TOTAL THIS INVOICE</b>	<b>USD</b>	<b>\$63.21</b>

Other discounts may apply.

17  
191513-03  
Orlando 6/12/19

**RECEIVED**

JUN 26, 2019

BY: \_\_\_\_\_

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

**Invoice Number**

6-586-77191

**Invoice Date**

Jun 18, 2019

Page

2 of 2

**FedEx Express Shipment Detail By Payor Type (Original)****Ship Date:** Jun 12, 2019**Guest Ref:** NO REFERENCE INFORMATION**Ref.#:****Payor:** Shipper**Ref.#:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.50% to this shipment.
- Distance Based Pricing, Zone 2
- Package sent from: 90250 zip code
- Package Delivered to Recipient Address - Release Authorized

**Automation** INET  
**Tracking ID** 775452659509  
**Service Type** FedEx First Overnight  
**Package Type** FedEx Envelope  
**Zone** 02  
**Packages** 1  
**Rated Weight** N/A  
**Delivered** Jun 13, 2019 07:48  
**Svc Area** A1  
**Signed by** see above  
**FedEx Use** 000000000/3/02

**Sender**  
Michael Johnny  
1135 avenue C  
ELY NV 89301 US

**Recipient**  
Debbie Ray  
Debbie Ray  
5609 Jurupa Ave  
RIVERSIDE CA 92504 US

Transportation Charge  
Fuel Surcharge  
Residential Delivery  
**Total Charge**

54.40  
4.41  
4.40  
\$63.21

**Shipper Subtotal****USD****\$63.21****Total FedEx Express****USD****\$63.21**

**LATHAM, SHUKER, EDEN & BEAUDINE, LLP -**  
**ATTORNEYS AT LAW**

111 N. MAGNOLIA AVE, STE 1400  
ORLANDO, FLORIDA 32801  
POST OFFICE BOX 3353  
ORLANDO, FLORIDA 32802  
TELEPHONE: (407) 481-5800  
FACSIMILE: (407) 481-5801

**RECEIVED**

June 19, 2019

JUN 20 2019

Bonnet Creek Community Development District  
c/o Governmental Management Services  
135 West Central Boulevard, Suite 320  
Orlando, FL 32801

BY: \_\_\_\_\_

**INVOICE**

Matter ID: 2131-001  
General

Invoice # 86318  
Federal ID # 59-3386512

**For Professional Services Rendered:**

05/01/2019	ACD	Follow up regarding CIMA access easement.	0.70 hr	\$129.50
05/02/2019	ACD	Prepare for and attend CDD meeting; follow up on action items.	2.70 hr	\$499.50
05/02/2019	JAC	Confer with Lennar Counsel regarding driveway issue; prep A. d'Adesky for board meeting; multiple emails	0.60 hr	\$159.00
05/03/2019	ACD	Follow up with Lennar Counsel on CIMMA access easement.	0.20 hr	\$37.00
05/28/2019	ACD	Follow up email on Disney Signage Agreement.	0.20 hr	\$37.00
05/30/2019	ACD	Review minutes and agenda; prepare for next weeks meeting; follow up emails on Moss Park.	0.60 hr	\$111.00
05/30/2019	JAC	Contact with Lennar regarding Moss Park resolution	0.20 hr	\$53.00
Total Professional Services:				\$1,026.00

**INVOICE SUMMARY**

For Professional Services:	5.20 Hours	\$1,026.00
New Charges this Invoice:		\$1,026.00
Previous Balance:		\$857.66
Less Payment and Credits Received:		\$857.66
Outstanding Balance:		\$0.00
Plus New Charges this Invoice:		\$1,026.00
Total Due:		\$1,026.00

Billed Through: May 31, 2019



ORANGE COUNTY UTILITIES  
9150 CURRY FORD ROAD  
ORLANDO, FLORIDA 32825-7600

CUSTOMER INQUIRIES: 407-836-5515  
TOLL FREE: 800-626-1140  
24 HOUR EMERGENCY: 407-836-2777

BONNET CREEK RESORT COMMUNITY  
DEVELOPMENT DISTRICT  
Account Number: 0855665881  
Billing Date: 5/22/2019  
Due Date: 6/14/2019  
[www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/)



E-Billing is now available. Visit our Website:  
[www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/)

Credit Card Auto Pay is now available for our customers.  
This free service allows your monthly bills to be  
automatically charged to your credit card. You may sign up  
at [www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/) or call 407-836-5515.

Account Summary as of May 22, 2019	
Previous Balance	\$4,905.67
Payments Received	-4,905.67
Credit Adjustments	-11.07
Balance Forward	-11.07
Current Charges	3,769.98
<b>Total Amount Due</b>	<b>\$3,758.91</b>
*** AUTO PAY CUSTOMER ***	

Service Address: , ,

Deposit Interest Refund

Adjustments

04/29/2019 Deposit Interest -11.07

Service Address: 14064 CHELONIA PKWY, ORLANDO, FL 32821-4022

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
258001U063	565055	555280	+9775 KGAL

Reclaim Commercial

Service from 4/19/19 - 5/20/19

Meter Fixed Charge \$74.97	74.97
9,557 kgal at \$0.35 per kgal	3,344.95
Public Service Tax	341.99
<b>Subtotal</b>	<b>\$3,761.91</b>

Total Charge for All Services at This Address

\$3,761.91



[www.ocfl.net/PayUtilities/](http://www.ocfl.net/PayUtilities/)

9150 Curry Ford Road  
Orlando, FL 32825

## Autopay Notice

Account Number	Total Due	Total Due Drafted On or About
0855665881	\$3,758.91 Do Not Pay	6/3/2019

# 005284  
5284 1 AB 0.409

I=0010

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT  
9145 NARCOOSSEE RD STE 206  
ORLANDO FL 32827-5768



**Do Not Send Payment**

**Your Bill is Scheduled  
for Electronic Payment**

OCF1000P

**Service Address: 14929 CHELONIA PKWY, ORLANDO, FL 32821-4013**

**Water Small Commercial**

Meter Number	Curr Read	Prev Read	Water Usage
10071435	154	154	+0 KGAL

**Water Small Commercial**

**Service from 4/19/19 - 5/22/19**

Meter Fixed Charge	7.34
Public Service Tax	0.73
<b>Subtotal</b>	<b>\$8.07</b>

**Total Charge for All Services at This Address**

**\$8.07**

**UTILITY DEPOSIT**

**\$5,538.40**

Orange County Utilities is not responsible for undelivered or late mail. In the event you fail to receive a utility bill, please call our office (numbers shown below). Acceptable forms of payment: cash, check, money order, debit card, Visa®, MasterCard®, Discover®, and American Express®.

Payment locations: 9150 Curry Ford Road, participating 7-Eleven® stores equipped with Vcom® kiosks, Amscot Financial® locations, participating Winn-Dixie® and Save Rite® stores equipped with Western Union® services, and any Walmart®, Walmart Supercenter®, or Walmart Neighborhood Market®. For your convenience, drop boxes are located at 9150 Curry Ford Road and 201 South Rosalind Avenue. Drop box payments are processed the following business day. Acceptable drop box payments are checks and money orders.

**ANY AMOUNT NOT PAID BY THE DUE DATE IS SUBJECT TO A LATE FEE OF 1.5%**

**9150 Curry Ford Road Lobby and Drive Thru Hours: 8:00 a.m. - 5:00 p.m. Monday - Friday**

**Telephone Numbers:**

General Inquiry and Trouble Calls:	407-836-5515	TDD Number (Hearing Impaired):	407-254-9977
24-HOUR EMERGENCY:	407-836-2777	Toll Free (Outside Orange County):	800-626-1140

Mail All Correspondence To: PO Box 312 Orlando, FL 32802-0312

Para más información, por favor llame al Departamento de Servicios Públicos del Condado de Orange y pida hablar con un representante en español. El número de teléfono es 407-836-5515.



# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

01095 15415

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD  
SUITE A206  
ORLANDO FL 32827

SERVICE ADDRESS  
13251 CHELONIA PARKWAY CT,  
SIGN 3

DUE DATE  
JUN 27 2019

TOTAL AMOUNT DUE  
.00

NEXT READ  
DATE ON OR  
ABOUT  
JUL 08 2019

DEPOSIT AMOUNT  
ON ACCOUNT  
NONE

PIN: 778829216

## METER READINGS

METER NO. 000412869  
PRESENT (ACTUAL) 000602  
PREVIOUS (ACTUAL) 000588  
DIFFERENCE 000014  
TOTAL KWH 14

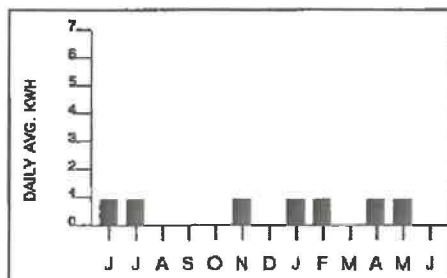
GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	14 KWH @ 8.07800¢	1.13
FUEL CHARGE	14 KWH @ 3.97400¢	.56
ASSET SECURITIZATION CHARGE	14 KWH @ 0.23600¢	0.03

\*TOTAL ELECTRIC COST 14.50  
GROSS RECEIPTS TAX .37

TOTAL CURRENT BILL 14.87  
CREDIT BALANCE 24.58CR

TOTAL DUE THIS STATEMENT NONE  
CREDIT BALANCE TO BE APPLIED TO FUTURE BILLINGS \$9.71



## ENERGY USE

DAILY AVG. USE - 0 KWH/DAY  
USE ONE YEAR AGO - 1 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.48

BF\_BL\_DEF\_20190605\_213358\_1.CSV-47874-000001956

ZP03 0001860

Duke Energy

ACCOUNT NUMBER - 01095 15415

047874 000001956

01095 15415  
BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768



**STATEMENT OF ELECTRIC SERVICE**

ACCOUNT NUMBER

**09248 56128**

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD  
SUITE A206  
ORLANDO FL 32827

SERVICE ADDRESS  
13251 CHELONIA PARKWAY CT,  
SIGN 4

DUE DATE TOTAL AMOUNT DUE  
JUN 27 2019 14.00

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
JUL 08 2019 NONE

PIN: 778829216

**METER READINGS**

METER NO. 000099929  
PRESENT (ACTUAL) 000392  
PREVIOUS (ACTUAL) 000385  
DIFFERENCE 000007  
TOTAL KWH 7

YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$14.00 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 14.37 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS  
CUSTOMER CHARGE 12.78  
ENERGY CHARGE 7 KWH @ 8.07800¢ .57  
FUEL CHARGE 7 KWH @ 3.97400¢ .28  
ASSET SECURITIZATION CHARGE 7 KWH @ 0.23600¢ 0.02

\*TOTAL ELECTRIC COST 13.65  
GROSS RECEIPTS TAX .35

TOTAL CURRENT BILL 14.00

TOTAL DUE THIS STATEMENT \$14.00

**ENERGY USE**

DAILY AVG. USE - 0 KWH/DAY  
USE ONE YEAR AGO - 0 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.46

BF\_BI\_DEF\_20190605\_213359\_1.CSV-47875-000001956

ZP03 0001961

Duke Energy

ACCOUNT NUMBER - 09248 56128

047875 000001956

|||||  
BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5766





# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

12137 03159

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

## BONNET CREEK RESORT CDD

1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771

## SERVICE ADDRESS

13251 CHELONIA PARKWAY CT,  
SIGN S

DUE DATE  
JUN 27 2019

TOTAL AMOUNT DUE  
20.16

NEXT READ  
DATE ON OR  
ABOUT  
JUL 08 2019

DEPOSIT AMOUNT  
ON ACCOUNT  
NONE

PIN: 778829216

## METER READINGS

METER NO.	000400313
PRESENT (ACTUAL)	001347
PREVIOUS (ACTUAL)	001291
DIFFERENCE	000056
PRESENT ONPEAK	000310
PREVIOUS ONPEAK	000295
DIFFERENCE ONPEAK	000015
TOTAL KWH	56
ON PEAK KWH	15

YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$20.16 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 20.79 THANK YOU

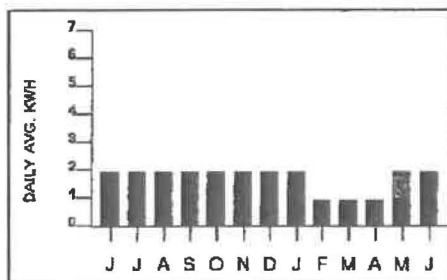
GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	56 KWH @ 8.07800¢	4.52
FUEL CHARGE	56 KWH @ 3.97400¢	2.23
ASSET SECURITIZATION CHARGE	56 KWH @ 0.23600¢	0.13

*TOTAL ELECTRIC COST	19.66
GROSS RECEIPTS TAX	.50

TOTAL CURRENT BILL	20.16
--------------------	-------

TOTAL DUE THIS STATEMENT	\$20.16
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## ENERGY USE

DAILY AVG. USE - 2 KWH/DAY  
USE ONE YEAR AGO - 2 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.66

BF\_BIL\_DEF\_20160605\_213358\_3.CSV-3779-000000561

MM 0000255

BILL # 1 OF 2 GRP 190

Duke Energy

ACCOUNT NUMBER - 12137 03159

003779 000000561



BONNET CREEK RESORT CDD  
1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771-7210



**STATEMENT OF SERVICE**

JUNE 2019



ACCOUNT NUMBER

**31728 64366****FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477****WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)****TO REPORT A POWER OUTAGE:  
1-800-228-8485****BONNET CREEK RESORT CDD**1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771**SERVICE ADDRESS**  
000 CHELONIA PARKWAY CT  
LITE**DUE DATE**  
JUN 27 2019 **TOTAL AMOUNT DUE**  
5,651.96**NEXT READ**  
DATE ON OR **DEPOSIT AMOUNT**  
ABOUT **ON ACCOUNT**  
NONE**PIN: 778829216****METER READINGS****YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$5,651.96 ON 06/27/19**  
PAYMENTS RECEIVED AS OF MAY 24 2019 5,651.96 THANK YOU**LS-1 017 LIGHTING SER COMPANY OWNED/MAINTAINED**  
BILLING PERIOD...05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE			1.31
ENERGY CHARGE	4214 KWH @	2.92000¢	123.05
FUEL CHARGE	4214 KWH @	3.80500¢	160.34
ASSET SECURITIZATION CHARGE	4214 KWH @	0.02700¢	1.14

**\*TOTAL ELECTRIC COST** 285.84**EQUIPMENT RENTAL FOR:**

4	TENON CONC BRONZE 30
62	DEC CON DBL SAN M 22
23	DECO CONC SAN MT 22
146	71W LED SANIBEL
4	HPS TRDRP CLR 27500L
2	MH SANIBEL 12000L

**FIXTURE TOTAL** 5,031.11**MAINTENANCE TOTAL** 327.68**GROSS RECEIPTS TAX** 7.33**TOTAL CURRENT BILL** 5,651.96**TOTAL DUE THIS STATEMENT** **\$5,651.96****ENERGY USE**

DAILY AVG. USE -	140 KWH/DAY
USE ONE YEAR AGO -	132 KWH/DAY
DAILY AVG. ELECTRIC COST -	\$188.15

BF\_BI\_DEF\_20190605\_213359\_2.CSV-17650-000002088

ZP03 0006706

**Duke Energy****ACCOUNT NUMBER - 31728 64366**

017650 000002088

  
BONNET CREEK RESORT CDD  
1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771-7210



# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

41141 83054

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD  
SUITE A206  
ORLANDO FL 32827

SERVICE ADDRESS  
13251 CHELONIA PARKWAY CT,  
ENTRANCE SIGN

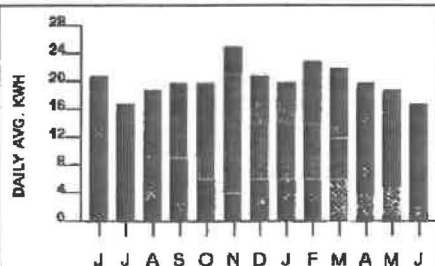
DUE DATE TOTAL AMOUNT DUE  
JUN 27 2019 76.50

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
JUL 08 2019 NONE

PIN: 778829216

## METER READINGS

METER NO. 001016756  
PRESENT (ACTUAL) 002993  
PREVIOUS (ACTUAL) 002490  
DIFFERENCE 000503  
PRESENT ONPEAK 000594  
PREVIOUS ONPEAK 000563  
DIFFERENCE ONPEAK 000031  
TOTAL KWH 503  
ON PEAK KWH 31  
PRESENT KW (ACTUAL) 0001.59  
PRESENT PEAK KW 0001.58  
BASE KW 2  
ON-PEAK KW 2  
LOAD FACTOR 34.9%



ENERGY USE  
DAILY AVG. USE - 17 KWH/DAY  
USE ONE YEAR AGO - 21 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$2.49

YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$76.50 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 88.23 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC

BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	503 KWH @ 8.07800¢	40.63
FUEL CHARGE	503 KWH @ 3.97400¢	19.99
ASSET SECURITIZATION CHARGE	503 KWH @ 0.23600¢	1.19

*TOTAL ELECTRIC COST	74.59
GROSS RECEIPTS TAX	1.91

TOTAL CURRENT BILL	76.50
--------------------	-------

TOTAL DUE THIS STATEMENT	\$76.50
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BF\_BL\_DEF\_20190605\_213359\_1.CSV-47878-000001956

ZP03 0001864

Duke Energy

ACCOUNT NUMBER - 41141 83054

047876 000001956

0101016756  
BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768

**STATEMENT OF ELECTRIC SERVICE**

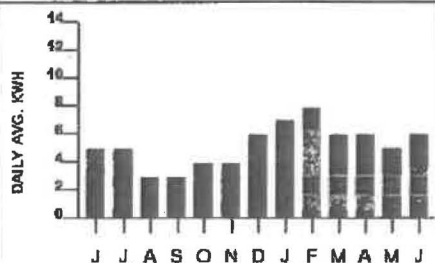
ACCOUNT NUMBER

**48878 59425**

JUNE 2019

**FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477****WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)****TO REPORT A POWER OUTAGE:  
1-800-228-8485****BONNET CREEK RESORT CDD**1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771**SERVICE ADDRESS**  
14901 CHELONIA PKY LIFT,  
BONNET CRK**DUE DATE**  
JUN 27 2019 **TOTAL AMOUNT DUE**  
34.79**NEXT READ**  
**DATE ON OR**  
**ABOUT**  
JUL 08 2019 **DEPOSIT AMOUNT**  
**ON ACCOUNT**  
NONE**PIN: 778829216****METER READINGS**

METER NO.	002770530
PRESENT (ACTUAL)	002166
PREVIOUS (ACTUAL)	001994
DIFFERENCE	000172
PRESENT ONPEAK	000541
PREVIOUS ONPEAK	000497
DIFFERENCE ONPEAK	000044
TOTAL KWH	172
ON PEAK KWH	44
PRESENT KW (ACTUAL)	0005.15
PRESENT PEAK KW	0003.13
BASE KW	5
ON-PEAK KW	3
LOAD FACTOR	4.8%

**ENERGY USE**

DAILY AVG. USE -	6 KWH/DAY
USE ONE YEAR AGO -	5 KWH/DAY
*DAILY AVG. ELECTRIC COST -	\$1.13

**YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED**  
FOR \$34.79 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 31.89 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC

BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	172 KWH @ 8.07800¢	13.89
FUEL CHARGE	172 KWH @ 3.97400¢	6.84
ASSET SECURITIZATION CHARGE	172 KWH @ 0.23600¢	0.41

*TOTAL ELECTRIC COST	33.92
GROSS RECEIPTS TAX	.87

TOTAL CURRENT BILL	34.79
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TOTAL DUE THIS STATEMENT	\$34.79
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BF\_BI\_DEF\_20190605\_213358\_3.CSV-3780-000000561

MM 0000258 BILL # 2 OF 2 GRP 180

**Duke Energy****ACCOUNT NUMBER - 48878 59425**

003780 000000561

  
BONNET CREEK RESORT CDD  
1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771-7210



# STATEMENT OF ELECTRIC SERVICE

JUNE 2019



ACCOUNT NUMBER

55839 73134

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

## BONNET CREEK RESORT CDD

1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771

SERVICE ADDRESS  
14064 CHELONIA PARKWAY CT  
PUMP

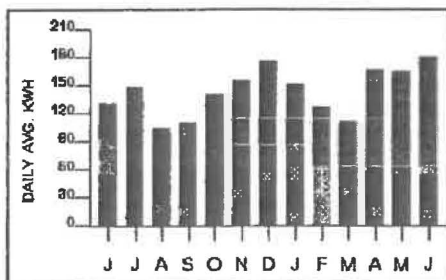
DUE DATE TOTAL AMOUNT DUE  
JUN 27 2019 768.08

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
JUL 08 2019 NONE

PIN: 778829216

## METER READINGS

METER NO.	008638032
PRESENT (ACTUAL)	058576
PREVIOUS (ACTUAL)	053100
DIFFERENCE	005476
PRESENT ONPEAK	039562
PREVIOUS ONPEAK	039009
DIFFERENCE ONPEAK	000553
TOTAL KWH	5476
ON PEAK KWH	553
PRESENT KW (ACTUAL)	0052.51
PRESENT PEAK KW	0021.24
BASE KW	33
ON-PEAK KW	21
LOAD FACTOR	25.0%



## ENERGY USE

DAILY AVG. USE - 183 KWH/DAY  
USE ONE YEAR AGO - 132 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$24.96

YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$768.08 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 737.09 THANK YOU

GSD-1 070 GENERAL SERVICE - DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE	12.78
ENERGY CHARGE	5476 KWH @ 2.838000 155.41
FUEL CHARGE	5476 KWH @ 3.974000 217.62
DEMAND CHARGE	33 KW @ \$10.70000 353.10
ASSET SECURITIZATION CHARGE	5476 KWH @ 0.182000 9.97

*TOTAL ELECTRIC COST	748.88
GROSS RECEIPTS TAX	19.20

TOTAL CURRENT BILL 768.08

TOTAL DUE THIS STATEMENT \$768.08

BF\_BL\_DEF\_20190605\_213359\_2.CSV-17651-000002088

ZP09 0006707

Duke Energy

ACCOUNT NUMBER - 55839 73134

017651 000002088

|||||  
BONNET CREEK RESORT CDD  
1412 S NARCOOSSEE RD  
SAINT CLOUD FL 34771-7210



# STATEMENT OF ELECTRIC SERVICE



ACCOUNT NUMBER

56243 83594

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD  
SUITE A206  
ORLANDO FL 32827

SERVICE ADDRESS  
13251 CHELONIA PARKWAY CT,  
SIGN 1

DUE DATE TOTAL AMOUNT DUE  
JUN 27 2019 19.16

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
JUL 08 2019 NONE

PIN: 778829216

## METER READINGS

METER NO. 001486237  
PRESENT (ACTUAL) 002415  
PREVIOUS (ACTUAL) 002367  
DIFFERENCE 000048  
TOTAL KWH 48

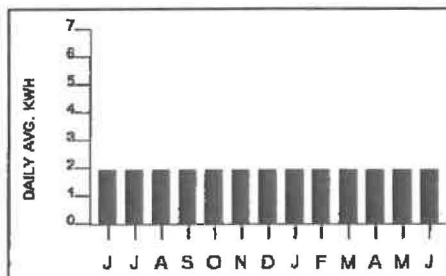
YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$19.16 ON 06/27/19  
PAYMENTS RECEIVED AS OF MAY 24 2019 19.42 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS  
CUSTOMER CHARGE 12.78  
ENERGY CHARGE 48 KWH @ 8.07800¢ 3.88  
FUEL CHARGE 48 KWH @ 3.97400¢ 1.91  
ASSET SECURITIZATION CHARGE 48 KWH @ 0.23600¢ 0.11

\*TOTAL ELECTRIC COST 18.68  
GROSS RECEIPTS TAX .48

TOTAL CURRENT BILL 19.16

TOTAL DUE THIS STATEMENT \$19.16



## ENERGY USE

DAILY AVG. USE - 2 KWH/DAY  
USE ONE YEAR AGO - 2 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.62

BF\_BL\_DEF\_20180605\_213358\_1.CSV-47677-000001956

ZPOS 0001966

Duke Energy

ACCOUNT NUMBER - 56243 83594

047877 000001956

|||||  
BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5766

**STATEMENT OF ELECTRIC SERVICE**

ACCOUNT NUMBER

65496 08288

JUNE 2019

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD  
STE A206  
ORLANDO FL 32827

SERVICE ADDRESS  
13251 CHELONIA PARKWAY CT,  
NEW SIGN 2

DUE DATE TOTAL AMOUNT DUE  
JUN 28 2019 19.66

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
JUL 08 2019 NONE

PIN: 778829216

**METER READINGS**

METER NO. 000400069  
PRESENT (ACTUAL) 002245  
PREVIOUS (ACTUAL) 002193  
DIFFERENCE 000052  
PRESENT ONPEAK 000525  
PREVIOUS ONPEAK 000512  
DIFFERENCE ONPEAK 000013  
TOTAL KWH 52  
ON PEAK KWH 13

YOUR PAYMENT FOR THIS STATEMENT WILL BE ELECTRONICALLY PROCESSED  
FOR \$19.66 ON 06/28/19  
PAYMENTS RECEIVED AS OF MAY 29 2019 20.04 THANK YOU

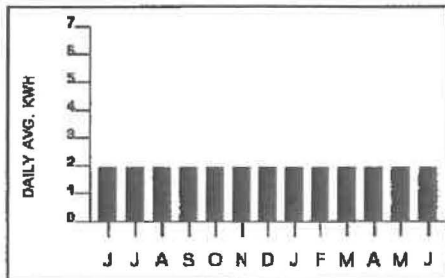
GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..05-06-19 TO 06-05-19 30 DAYS

CUSTOMER CHARGE		12.78
ENERGY CHARGE	52 KWH @ 8.078000	4.20
FUEL CHARGE	52 KWH @ 3.974000	2.07
ASSET SECURITIZATION CHARGE	52 KWH @ 0.236000	0.12

\*TOTAL ELECTRIC COST 19.17  
GROSS RECEIPTS TAX .49

TOTAL CURRENT BILL 19.66

TOTAL DUE THIS STATEMENT \$19.66

**ENERGY USE**

DAILY AVG. USE - 2 KWH/DAY  
USE ONE YEAR AGO - 2 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.64

BF\_BI\_DEF\_20190606\_211221\_1.CSV-46766-000002926

ZP03 0001568

Duke Energy

ACCOUNT NUMBER - 65496 08288

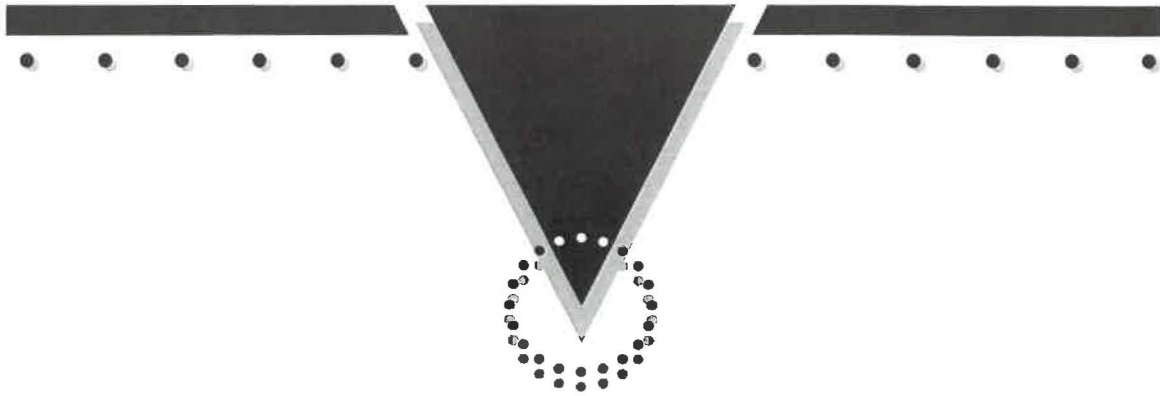
046766 000002926

BONNET CREEK RESORT CDD  
9145 NARCOOSSEE RD STE A206  
ORLANDO FL 32827-5768



## SECTION 2





# Bonnet Creek Resort Community Development District

Unaudited Financial Reporting  
June 30, 2019



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<b>5</b>	<b>Capital Projects Fund</b>
<b>6-7</b>	<b>Month to Month</b>
<b>8</b>	<b>Long-Term Debt</b>
<b>9</b>	<b>Assessment Receipt Schedule</b>

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

**COMBINED BALANCE SHEET**

**June 30, 2019**

	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	TOTALS
<b>Assets</b>				
Operating Account - Wells Fargo	\$ 238,769	\$ -	\$ -	\$ 238,769
Checking - Centennial Bank	2,508	-	-	2,508
Accounts Receivable	8,593	-	-	8,593
Investment - SBA Fund A	17,314	-	-	17,314
Investment - Suntrust	46,446	-	-	46,446
Investment - Regions	33,880	-	-	33,880
Investment - Capital Reserves	-	-	218,671	218,671
Investment - SBA Fund Reserve	-	-	815,821	815,821
Series 2016				
Revenue Fund	-	1,038,713		1,038,713
Reserve Fund	-	11,965	-	11,965
Due From General Fund	-	-	-	-
<b>Total Assets</b>	<u>\$ 347,511</u>	<u>\$ 1,050,677</u>	<u>\$ 1,034,493</u>	<u>\$ 2,432,681</u>
<b>Liabilities &amp; Fund Balances</b>				
<b>Liabilities</b>				
Accounts Payable	\$ 5,329	\$ -	\$ 4,539	\$ 9,868
Due to Other	6,170	-	-	6,170
<b>Total Liabilities</b>	<u>\$ 11,499</u>	<u>\$ -</u>	<u>\$ 4,539</u>	<u>\$ 16,038</u>
<b>Fund Balances</b>				
Restricted for Debt Service	\$ -	\$ 1,050,677	\$ -	\$ 1,050,677
Assigned for Capital Projects	-	-	1,029,953	1,029,953
Unassigned	336,012	-	-	336,012
<b>Total Fund Balances</b>	<u>\$ 336,012</u>	<u>\$ 1,050,677</u>	<u>\$ 1,029,953</u>	<u>\$ 2,416,643</u>
<b>Total Liabilities &amp; Fund Balances</b>	<u>\$ 347,511</u>	<u>\$ 1,050,677</u>	<u>\$ 1,034,493</u>	<u>\$ 2,432,681</u>

**BONNET CREEK RESORT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
**STATEMENT OF REVENUES & EXPENDITURES**  
For The Period Ending June 30, 2019

	Adopted Budget	Prorated Budget Thru 06/30/19	Actual Thru 06/30/19	Variance
<b><u>Revenues:</u></b>				
Maintenance Assessments - Direct Billed	\$ 858,876	\$ 644,157	\$ 644,157	\$ -
Interest	150	113	354	242
Reuse Water Fees - Wyndham	8,000	6,000	5,875	(125)
Reuse Water Fees - Golf Course	27,000	20,250	18,004	(2,246)
Reuse Water Fees - Hilton	4,000	3,000	2,137	(863)
<b>Total Revenues</b>	<b>\$ 898,026</b>	<b>\$ 673,520</b>	<b>\$ 670,528</b>	<b>\$ (2,992)</b>
<b><u>Expenditures:</u></b>				
<b>Administrative</b>				
Supervisor Fees	\$ 6,000	\$ 4,500	\$ 4,200	\$ 300
Engineering Fees	20,000	15,000	19,711	(4,711)
Trustee Fees	6,000	6,000	5,388	613
Legal Services	20,000	15,000	4,947	10,053
Assessment Roll	3,000	3,000	3,000	-
Auditing Services	3,500	3,500	3,500	-
Arbitrage Rebate Calculation	650	-	-	-
District Management Fees	31,955	23,966	23,966	(0)
Information Technology	-	-	1,975	(1,975)
Insurance - Professional Liability	7,050	7,050	6,406	644
Telephone	100	75	45	30
Legal Advertising	2,900	2,175	955	1,220
Postage	2,500	1,875	1,460	415
Printing & Binding	1,800	1,350	471	879
Office Supplies	300	225	161	64
Bank Fees	405	304	-	304
Dues, Licenses, Subscriptions	175	175	175	-
<b>Total Administrative</b>	<b>\$ 106,335</b>	<b>\$ 84,195</b>	<b>\$ 76,360</b>	<b>\$ 7,835</b>

**BONNET CREEK RESORT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**  
**STATEMENT OF REVENUES & EXPENDITURES**  
For The Period Ending June 30, 2019

	Adopted Budget	Prorated Budget Thru 06/30/19	Actual Thru 06/30/19	Variance
<b>Operations and Maintenance</b>				
Field Management	\$ 67,030	\$ 50,273	\$ 50,272	\$ 0
<b>Utility Services</b>				
Utility Services	14,000	10,500	8,119	2,381
Street Lights - Usage	3,900	2,925	2,573	352
Street Lights - Lease & Maintenance Agreement	66,000	49,500	48,295	1,205
Water Service - Reuse Water	43,000	32,250	25,059	7,191
SFWMD Water Use Compliance Report	5,000	3,750	-	3,750
<b>Stormwater Control - Bonnet Creek Resort</b>				
OC/DEP Quarterly Well Monitoring Report	1,500	1,125	1,098	27
Wetland & Upland Monitoring Services - (BDA)	3,000	2,250	1,218	1,032
Pond & Embankment Aquatic Treatment - (AWC)	22,000	16,500	14,167	2,333
Nuisance/Exotic Species Maintenance - (AWC)	11,000	8,250	-	8,250
<b>Stormwater Control - Crosby Island Marsh</b>				
Nuisance/Exotic Species Maintenance - (AWC)	12,000	9,000	5,280	3,720
Nuisance/Exotic Species Maintenance - (BDA)	4,500	3,375	1,945	1,430
Embankment Mowing - (A. E. Smith)	6,000	4,500	2,550	1,950
<b>Other Physical Environment</b>				
Property Casualty Insurance	6,300	6,300	5,705	595
Entry, Fence, Walls & Gates Maintenance	20,000	15,000	820	14,180
Pump Station Maintenance	2,500	1,875	1,445	430
Pump Station Repairs	7,500	5,625	-	5,625
Master FlowGuard Controller Maint and Repair - (Hoover Pumping)	4,500	4,500	2,590	1,910
Master FlowGuard Remote Stations R&M - (Hoover Pumping)	9,000	9,000	-	9,000
Landscape & Irrigation Maintenance	233,028	174,771	174,771	-
Irrigation Repairs	1,500	1,125	-	1,125
Landscape Replacement	10,000	7,500	5,050	2,450
Lift Station Maintenance	2,500	1,875	-	1,875
<b>Road &amp; Street Facilities</b>				
Roadway Repair & Maintenance	5,000	3,750	2,190	1,560
Highway Directional Signage - (R&M)	10,000	7,500	-	7,500
Roadway Directory Signage - (R&M)	5,500	4,125	-	4,125
Sidewalk/Curb Cleaning	12,000	9,000	13,450	(4,450)
Intersection Improvements	25,000	18,750	17,999	751
Contingency	20,000	15,000	14,234	766
Transfer Out-Capital Reserve	158,433	158,433	158,433	0
<b>Total Operations and Maintenance</b>	<b>\$ 791,691</b>	<b>\$ 638,327</b>	<b>\$557,264</b>	<b>\$ 81,063</b>
<b>Total Expenditures</b>	<b>\$ 898,026</b>		<b>\$ 633,624</b>	
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 36,903</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 299,109</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 336,012</b>	

**BONNET CREEK RESORT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE SERIES 2016**  
**STATEMENT OF REVENUES & EXPENDITURES**  
For The Period Ending June 30, 2019

	Adopted Budget	Prorated Budget Thru 06/30/19	Actual Thru 06/30/19	Variance
<b><u>Revenues:</u></b>				
Assessments - Direct Billed	\$ 2,082,056	\$ 2,082,062	\$ 2,082,062	\$ -
Interest	6,000	4,500	17,850	13,350
<b>Total Revenues</b>	<b>\$ 2,088,056</b>	<b>\$ 2,086,562</b>	<b>\$ 2,099,911</b>	<b>\$ 13,350</b>
<b>Series 2016</b>				
<b><u>Expenditures:</u></b>				
Interest - 11/1	\$ 532,575	\$ 532,575	\$ 532,575	\$ -
Principal - 5/1	532,575	532,575	532,575	-
Interest - 5/1	1,035,000	1,035,000	1,035,000	-
<b>Total Expenditures</b>	<b>\$ 2,100,150</b>	<b>\$ 2,100,150</b>	<b>\$ 2,100,150</b>	<b>\$ -</b>
<b>OTHER FINANCING SOURCES</b>				
Other Debt Service Cost	\$ -	\$ -	\$ -	\$ -
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (12,094)</b>		<b>\$ (239)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 12,094</b>		<b>\$ 1,050,916</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,050,677</b>	

**BONNET CREEK RESORT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS**  
**STATEMENT OF REVENUES & EXPENDITURES**  
For The Period Ending June 30, 2019

	Amended Budget	Prorated Budget Thru 06/30/19	Actual Thru 06/30/19	Variance
<b>Revenues:</b>				
Transfer In - Capital Projects	\$ 158,433	\$ 158,433	\$ 158,433	\$ -
Interest	50	38	15,538	15,501
<b>Total Revenues</b>	<b>\$ 158,483</b>	<b>\$ 158,471</b>	<b>\$ 173,971</b>	<b>\$ 15,501</b>
<b>Expenditures:</b>				
Sidewalk/Curb Repairs	\$ 15,000	\$ 15,000	\$ 20,032	\$ (5,032)
Irrigation Improvements	-	-	23,796	(23,796)
New Hoover Pump Station POC Equipment	180,000	135,000	-	135,000
Chelonia Parkway Staging Lane	500,000	375,000	20,643	354,357
<b>Total Expenditures</b>	<b>\$ 695,000</b>	<b>\$ 525,000</b>	<b>\$ 64,471</b>	<b>\$ 460,529</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (536,517)</b>		<b>\$ 109,500</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 970,972</b>		<b>\$ 920,453</b>	
<b>Fund Balance - Ending</b>	<b>\$ 434,456</b>		<b>\$ 1,029,953</b>	

# **BONNET CREEK RESORT** **COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Maintenance Assessments-Off Roll	\$ 140,166	\$ 55,387	\$ 19,166	\$ 195,553	\$ -	\$ 19,166	\$ 214,719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 644,157
Interest Income	37	37	40	42	38	41	40	40	39	-	-	-	354
Reuse Water Fees - Wyndham	790	734	659	581	552	724	641	762	433	-	-	-	5,875
Reuse Water Fees - Golf Course	1,755	1,980	473	692	953	2,458	3,093	5,129	1,470	-	-	-	18,004
Reuse Water Fees - Hilton	305	176	144	145	159	228	181	421	379	-	-	-	2,137
<b>Total Revenues</b>	<b>\$ 143,054</b>	<b>\$ 58,314</b>	<b>\$ 20,482</b>	<b>\$ 197,014</b>	<b>\$ 1,701</b>	<b>\$ 22,617</b>	<b>\$ 218,674</b>	<b>\$ 6,352</b>	<b>\$ 2,320</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 670,528</b>

## **Expenditures:**

### **Administrative**

Supervisor Fees	\$ -	\$ 1,000	\$ 800	\$ -	\$ -	\$ 800	\$ -	\$ 800	\$ 800	\$ -	\$ -	\$ -	\$ 4,200
Engineering Fees	1,418	912	2,540	125	-	-	8,738	3,256	2,724	-	-	-	19,711
Trustee Fees	-	5,388	-	-	-	-	-	-	-	-	-	-	5,388
Legal Services	160	1,776	742	-	385	805	53	1,026	-	-	-	-	4,947
Assessment Roll	3,000	-	-	-	-	-	-	-	-	-	-	-	3,000
Auditing Services	-	-	-	-	-	2,000	1,500	-	-	-	-	-	3,500
Arbitrage Rebate Calculation	-	-	-	-	-	-	-	-	-	-	-	-	-
District Management Fees	2,663	2,663	2,663	2,663	2,663	2,663	2,663	2,663	2,663	-	-	-	23,966
Information Technology	-	-	-	-	-	-	1,975	-	-	-	-	-	1,975
Insurance - Professional Liability	6,406	-	-	-	-	-	-	-	-	-	-	-	6,406
Telephone	-	-	-	-	-	-	13	19	13	-	-	-	45
Legal Advertising	785	-	-	-	-	-	-	-	170	-	-	-	955
Postage	247	236	38	-	254	3	354	261	67	-	-	-	1,460
Printing & Binding	40	89	35	-	-	123	45	72	68	-	-	-	471
Office Supplies	23	23	1	23	0	23	23	23	23	-	-	-	161
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses, Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total Administrative</b>	<b>\$ 14,917</b>	<b>\$ 12,087</b>	<b>\$ 6,818</b>	<b>\$ 2,810</b>	<b>\$ 3,302</b>	<b>\$ 6,416</b>	<b>\$ 15,364</b>	<b>\$ 8,119</b>	<b>\$ 6,527</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 76,360</b>



**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT**

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Operation and Maintenance</b>													
Field Management	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ 5,586	\$ -	\$ -	\$ -	\$ 50,272
<b>Utility Services</b>													
Utility Services	845	904	1,006	894	798	833	955	932	952	-	-	-	8,119
Street Lights - Usage	284	284	290	286	286	286	286	286	286	-	-	-	2,573
Street Lights - Lease & Maintenance Agreement	5,366	5,366	5,366	5,366	5,366	5,366	5,366	5,366	5,366	-	-	-	48,295
Water Service - Reuse Water	1,567	6,510	2,100	-	2,128	4,089	4,906	-	3,759	-	-	-	25,059
<b>Stormwater Control - Bonnet Creek Resort</b>													
OC/DEP Quarterly Well Monitoring Report	-	-	370	-	-	364	-	-	364	-	-	-	1,098
Wetland & Upland Monitoring Services - (BDA)	1,218	-	-	-	-	-	-	-	-	-	-	-	1,218
Pond & Embankment Aquatic Treatment - (AWC)	1,814	1,769	1,909	824	1,909	215	1,909	1,909	1,909	-	-	-	14,167
Nuisance/Exotic Species Maintenance - (AWC)	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Stormwater Control - Crosby Island Marsh</b>													
Nuisance/Exotic Species Maintenance - (AWC)	-	-	-	2,780	-	-	2,500	-	-	-	-	-	5,280
Nuisance/Exotic Species Maintenance - (BDA)	266	-	-	342	171	843	323	-	-	-	-	-	1,945
Embankment Mowing - (A. E. Smith)	850	-	850	-	-	-	-	850	-	-	-	-	2,550
<b>Other Physical Environment</b>													
Property Casualty Insurance	5,705	-	-	-	-	-	-	-	-	-	-	-	5,705
Entry, Fence, Walls & Gates Maintenance	-	-	820	-	-	-	-	-	-	-	-	-	820
Pump Station Maintenance	-	-	600	-	845	-	-	-	-	-	-	-	1,445
Pump Station Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Master FlowGuard Controller Maint and Repair - (Hoover Pumping)	-	-	-	-	-	-	2,590	-	-	-	-	-	2,590
Master FlowGuard Remote Stations R&M - (Hoover Pumping)	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape & Irrigation Maintenance	19,419	19,419	19,419	19,419	19,419	19,419	19,419	19,419	19,419	-	-	-	174,771
Irrigation Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Replacement	-	-	-	3,510	-	1,540	-	-	-	-	-	-	5,050
Lift Station Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Road &amp; Street Facilities</b>													
Roadway Repair & Maintenance	530	-	-	-	1,660	-	-	-	-	-	-	-	2,190
Highway Directional Signage - (R&M)	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadway Directory Signage - (R&M)	-	-	-	-	-	-	-	-	-	-	-	-	-
Sidewalk/Curb Cleaning	7,560	5,890	-	-	-	-	-	-	-	-	-	-	13,450
Intersection Improvements	3,765	6,998	685	475	-	662	3,998	870	548	-	-	-	17,999
Contingency	93	424	-	-	-	6,588	-	7,128	-	-	-	-	14,234
Capital Reserves	-	-	-	-	-	-	-	158,433	-	-	-	-	158,433
<b>Total Operations and Maintenance</b>	<b>\$ 54,868</b>	<b>\$ 53,149</b>	<b>\$ 39,001</b>	<b>\$ 39,483</b>	<b>\$ 38,168</b>	<b>\$ 45,790</b>	<b>\$ 47,837</b>	<b>\$ 200,779</b>	<b>\$ 38,189</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 557,264</b>
<b>Total Expenditures</b>	<b>\$ 69,786</b>	<b>\$ 65,236</b>	<b>\$ 45,820</b>	<b>\$ 42,294</b>	<b>\$ 41,470</b>	<b>\$ 52,205</b>	<b>\$ 63,201</b>	<b>\$ 208,898</b>	<b>\$ 44,715</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 633,624</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 73,268</b>	<b>\$ (6,922)</b>	<b>\$ (25,338)</b>	<b>\$ 154,720</b>	<b>\$ (39,769)</b>	<b>\$ (29,588)</b>	<b>\$ 155,473</b>	<b>\$ (202,546)</b>	<b>\$ (42,395)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 36,903</b>

**BONNET CREEK RESORT  
COMMUNITY DEVELOPMENT DISTRICT  
LONG TERM DEBT REPORT**

<b>SERIES 2016 SPECIAL ASSESSMENT BONDS</b>		
INTEREST RATE:	4.50%	
MATURITY DATE:	5/1/2034	
RESERVE FUND DEFINITION	50% of MADS	
RESERVE FUND REQUIREMENT	\$1,038,713	
RESERVE BALANCE	\$1,038,713	
BONDS OUTSTANDING - 10/31/16		\$25,605,000
LESS: PRINCIPAL PAYMENT 5/1/17		(\$945,000)
LESS: PRINCIPAL PAYMENT 5/1/18		(\$990,000)
LESS: PRINCIPAL PAYMENT 5/1/19		(\$1,035,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$22,635,000</b>

**Bonnet Creek Resort**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**OFF ROLL ASSESSMENTS**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2019**

**Wyndham Vacation Ownership, Inc.**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
9/26/18	Wire	10/1/18	\$243,181.35	\$243,181.35	\$0.00	\$0.00	\$243,181.35
10/4/18	Wire	10/30/18	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	
1/11/18	Wire	2/1/19	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	
3/12/19	Wire	4/1/19	\$707,517.89	\$707,517.89	\$0.00		\$707,517.89
4/10/19	Wire	4/30/19	\$140,166.45	\$140,166.45	\$0.00	\$140,166.45	
		8/1/19	\$140,166.45		\$140,166.45		
			<b>\$1,511,365.04</b>	<b>\$1,371,198.59</b>	<b>\$140,166.45</b>	<b>\$420,499.35</b>	<b>\$950,699.24</b>

**DCS Real Estate Investments V, LLC**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/12/18	1273	10/1/18	\$74,397.10	\$74,397.10	\$0.00	\$0.00	\$74,397.10
12/4/18	1295	10/30/18	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	
3/6/19	1333	2/1/19	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	
4/2/19	1351	4/1/19	\$216,451.94	\$216,451.94	\$0.00		\$216,451.94
4/16/19	1360	4/30/19	\$19,165.82	\$19,165.82	\$0.00	\$19,165.82	
		8/1/19	\$19,165.82		\$19,165.82		
			<b>\$367,512.32</b>	<b>\$348,346.50</b>	<b>\$19,165.82</b>	<b>\$57,497.46</b>	<b>\$290,849.04</b>

**G/B/H Golf Course**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/5/18	1001393	10/1/18	\$41,403.41	\$41,403.41	\$0.00	\$0.00	\$41,403.41
11/2/18	1001574	10/30/18	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	
1/22/19	1002031	2/1/19	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	
4/2/19	1002292	4/1/19	\$120,460.98	\$120,460.98	\$0.00		\$120,460.98
4/22/19	1002395	4/30/19	\$10,665.09	\$10,665.09	\$0.00	\$10,665.09	
		8/1/19	\$10,665.09		\$10,665.09		
			<b>\$204,524.75</b>	<b>\$193,859.66</b>	<b>\$10,665.09</b>	<b>\$31,995.27</b>	<b>\$161,864.39</b>

**G/B/H Four Star**

DATE RECEIVED	Check Num	DUE DATE	AMOUNT BILLED	NET AMOUNT RECEIVED	AMOUNT DUE	GENERAL FUND	SERIES 2016
10/5/18	1001393	10/1/18	\$173,593.14	\$173,593.14	\$0.00	\$0.00	\$173,593.14
11/2/18	1001574	10/30/18	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	
1/22/19	1002031	2/1/19	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	
4/2/19	1002292	4/1/19	\$505,055.81	\$505,055.81	\$0.00		\$505,055.81
4/22/19	1002395	4/30/19	\$44,721.68	\$44,721.68	\$0.00	\$44,721.68	
		8/1/19	\$44,721.68		\$44,721.68		
			<b>\$857,535.67</b>	<b>\$812,813.99</b>	<b>\$44,721.68</b>	<b>\$134,165.04</b>	<b>\$678,648.95</b>

<b>TOTAL</b>	<b>\$644,157.12</b>	<b>\$2,082,061.62</b>
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## SECTION 3

# Bonnet Creek Resort CDD

## Field Management Report



August 16, 2019

Clayton Smith – Field Services  
Manager

GMS

Bonnet Creek Resort  
Community Development District

Field Management Report

August 16, 2019

To: George Flint  
District Manager  
From: Clayton Smith  
Assistant Field Services Manager

RE: Bonnet Creek Resort Report – August 16, 2019

The following is a summary of items related to the field operations and management of the Bonnet Creek Resort Community Development District.



# Completed items

## Asphalt Repair



- ✚ Repairing of newly formed potholes along Chelonia Blvd.

## Asphalt Repair

- ✚ A crack in the HDPE bottom header has caused a small leak.
- ✚ An attempt to patch and repair the head was made with little success.
- ✚ Other options are being considered.



# Completed items

## Mulching



- ✚ Mulching of common areas has been completed.

## Damaged Light Pole

- ✚ Light Pole destroyed by vehicle.
- ✚ Duke gives over two week time frame.





# In Progress

## Repair of Retaining Wall



- ✚ A vehicle went off the road and collided with the retaining wall near the entrance.
- ✚ Resetting of stones is required.
- ✚ Working with insurance company.

## Repair of Retaining Wall and Fence

- ✚ A vehicle went off the road and collided with the retaining wall and fence on the exit side of Chelonia
- ✚ Insurance money received
- ✚ Proceeding with work.



# Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at [csmith@gmscfl.com](mailto:csmith@gmscfl.com). Thank you.

Respectfully,  
Clayton Smith

Clayton,

The following was done during the week of 7/1 at Bonnet Creek:

- Monday we sprayed selective herbicide on junipers and jack frost to control weeds.
- Tuesday we trimmed boulevard and removed suckers from oaks and crape myrtles.
- Wednesday we mowed, edged, and string-trimmed grass along the boulevard.
- Thursday JULY 4<sup>TH</sup>
- Friday we blew away sand build up from curbside and sprayed crack weeds.

The following was done during the week of 7/8 at Bonnet Creek:

- Monday we cut berms and cleared drains also picked up trash along roadway.
- Tuesday we removed leaning bamboo and pruned bismarkia palms.
- Wednesday we inspected the irrigation system also we mowed, edged, and string-trimmed grass along boulevard.
- Thursday we trimmed hedges and sprayed roundup in beds.
- Friday we blew off front entrance and hand pulled weeds in annual beds.

The following was done during the week of 7/15 at Bonnet Creek:

- Monday we treated turf for chinch and fertilized it promoting growth and color.
- Tuesday we trimmed hedges and removed suckers from magnolias.
- Wednesday we mowed, edged, and string-trimmed grass along boulevard.
- Thursday we fertilized shrubs with an 8-1-8 to feed shrubs throughout the summer months.
- Friday we blew off front entrance and cleared drains of debris.

The following was done during the week of 7/22 at Bonnet Creek:

- Monday we hand pulled weeds in annuals beds, also trimmed blueberries away from road.
- Tuesday we fertilized annuals treating them for insects fungus and disease.
- Wednesday we mowed, edged, and string-trimmed grass along boulevard also cleaned up fallen branches and debris from the mid-day storm.
- Thursday we blew off entrance and cleared drains with approaching storm.
- Friday we will cleanup drains and remove sand from curbs.

The following was done during the week of 7/29 at Bonnet Creek:

- Monday we will hand pull weeds in annual beds also picking up trash along boulevard.
- Tuesday we will spray roundup along fence lines and in beds clearing them of encroaching vines and over growth.
- Wednesday we will mow, edge, and string-trim grass along boulevard.
- Thursday we will trim hedges along boulevard.
- Friday we will blow off front entrance and finish trimming hedges along boulevard.

Additional notes:

- All lights and street signs are functioning properly, except for sign in median just before the Wyndham entrance. The bottom panel has fallen off.