

# Sunbridge Stewardship District

12051 Corporate Boulevard, Orlando, FL 32817

Phone: 407-723-5935

<https://www.sunbridgesd.com>

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Notice is hereby given that the Board of Supervisors ("Board") of the Sunbridge Stewardship District ("District") will hold a meeting of the Board of Supervisors on **January 7, 2021 at 3:30 p.m. at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, FL 34771**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins [mullinsl@pfm.com](mailto:mullinsl@pfm.com) or (407) 723-5935. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

Please use the following information to join the telephonic conferencing:

**Phone:** 1-844-621-3956

**Participant Code:** 796 761 297#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the November 5, 2020 Board of Supervisors' Meeting

### Business Matters

- Appointment of Auditor Selection Committee
- 2. Discussion Regarding Synovus Bank Fees
- 3. Consideration of E-Verify Memorandum of Understanding
- 4. Consideration of Data Sharing and Usage Agreement with Osceola County
- 5. Consideration of Right of Way Utilization Interlocal Agreement for Landscape, Hardscape, Specialty Street Signs and Irrigation
- 6. Consideration of University of Florida Applied Research Agreement
- 7. Consideration of Letter to South Florida Water Management District Regarding Sunbridge NED Cyrils Drive Phase 3
- 8. Ratification of Payment Authorization Nos. 109 - 115
- 9. Review of District's Financial Position and Budget to Actual YTD

### Other Business

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

### Adjournment



# **Sunbridge Stewardship District**

**Minutes of the November 5, 2020  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

**SUNBRIDGE STEWARDSHIP DISTRICT  
BOARD OF SUPERVISORS' MEETING  
Thursday, November 5, 2020 at 3:30 p.m.**

Board Members Present:

Richard Levey	Chair
Rob Adams	Vice-Chair
Brent Schademan	Assistant Secretary
Julie Salvo	Assistant Secretary
Frank Paris	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Kevin Plenzler	PFM	(via phone)
Jennifer Walden	PFM	(via phone)
Johnathan Johnson	District Counsel	(via phone)
Cristyann Courtney	Tavistock	(via phone)
Christie Baxter	Poulos & Bennett	(via phone)

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

The meeting was called to order. The Board Members, staff, and public in attendance are outlined above.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey noted for the record there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Swearing in Newly Elected Board Members**

Ms. Mullins administered the oath of office to Dr. Richard Levey, Ms. Julie Salvo and Mr. Frank Paris prior to the start of today's meeting to establish a quorum.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes from the  
October 1, 2020 Board of Supervisors'  
Meeting**

The Board reviewed the minutes for the October 1, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board approved the minutes for the October 1, 2020 Board of Supervisors' Meeting.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the  
November 3, 2020 Landowners'  
Election Meeting**

The Board reviewed the minutes for the November 3, 2020 Landowners' Election Meeting.

On MOTION by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board approved the minutes of the November 3, 2020 Landowners' Election Meeting.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01,  
Canvassing and Certifying the  
Results of the Landowners' Election**

Ms. Mullins stated this Resolution states, Dr. Richard Levey was elected to Seat 1 with 19,232 votes, Julie Salvo was elected to Seat 2 with 19,215 votes and Frank Paris was elected to Seat 3 with 19,204 votes. So, Dr. Richard Levey, Ms. Julie Salvo and Mr. Frank Paris will each serve a 4-year term.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2021-01, Canvassing and Certifying the Results of the Landowners' Election.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02,  
Election of Officers**

Ms. Mullins noted our current slate is Richard as Chair, Rob as Vice Chair, Lynne Mullins as Secretary, Jennifer Walden, Brent Schademan, Julie Salvo and Frank Paris as Assistant Secretaries, Amanda Lane as Treasure and Jennifer Glasgow as Assistant Treasurer. District Staff recommends keeping the slate the same, but the Board is free to make changes as they see fit.

On MOTION by Mr. Paris, seconded by Mr. Schademan, with all in favor, the Board approved Resolution 2021-02, Election of Officers as follows: Dr. Richard Levey as Chairman, Mr. Rob Adams as Vice Chairman, Ms. Lynne Mullins as Secretary, Ms. Jennifer Walden, Mr. Brent Schademan, Ms. Julie Salvo, and Mr. Frank Paris as Assistant Secretaries, Ms. Amanda Lane as Treasure and Ms. Jennifer Glasgow as Assistant Treasurer.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-03,  
Amending an Assessment Roll for  
Fiscal Year 2021 and Certifying  
Special Assessments for Collection**

Mr. Johnson stated the request was to allow the assessments that were originally levied for collection on lands owned by Suburban Land Reserve or affiliated entities, to instead be collected pursuant to a funding agreement with the Developer. This Resolution would provide the ability to amend the assessment roll that was initially certified for collection to the County Tax Collector.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2021-03, Amending an Assessment Roll for Fiscal Year 2021 and Certifying Special Assessments for Collection.

**NINTH ORDER OF BUSINESS**

**Consideration of Budget Funding  
Agreement for Fiscal Year 2020-2021  
Budget**

Mr. Johnson stated this is in lieu of the assessments that would have been collected by County Tax Collector. This agreement is in standard form that has been have approved in prior years.

On MOTION by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board approved the Budget Funding Agreement for Fiscal Year 2020-2021 Budget.

**TENTH ORDER OF BUSINESS**

**Consideration of Letter Agreement for  
Cost Share Funding of Utility  
Agreements**

Mr. Johnson stated this has been reviewed by Mr. Beaty but would ask that the Board approve the is substantial form, to finalize the percentage. The intention of this is to recognize in the variety of conveyances and easements, that are put on the project and ultimately benefiting the District. We

are trying to avoid the duplication of legal cost to District, survey cost and so forth and ultimately ends up in the District's name.

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board approved the Letter Agreement for Cost Share Funding of Utility Agreements in substantial form with authorization to the Chairman to execute upon final review.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,  
Adopting an Amended Budget for  
Fiscal Year 2020**

Ms. Mullins noted while the District did not go over budget, the District Counsel line item went over the \$10,000 and/or 10% threshold. This Resolution adopts a revised budget with those notated changes.

On MOTION by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board approved Resolution 2021-04, Adopting an Amended Budget for Fiscal Year 2020.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2020  
Audit Engagement Letter**

Ms. Mullins stated this is so the auditor can begin to work on the audit for FY 2020.

On MOTION by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board approved Fiscal Year 2020 Audit Engagement Letter.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Payment  
Authorization Nos. 106 -108**

The Board reviewed Payment Authorizations 106-108. Dr. Levey noted these have been approved, paid and just need to be ratified by the Board.

On MOTION by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board ratified Payment Authorization Nos. 106 – 108.

**FOURTEENTH ORDER OF BUSINESS**

**Review of District Financial Statements**

- a) **September**
- b) **October**

The Board the monthly financials through October 2020. No action is required by the Board.

**FIFTEENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel-** No report

**District Manager-** No Report

**Engineer-** No Report

**SIXTEENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience Comments**

There were no Supervisor requests or audience comments

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

There was no further business to discuss. Dr. Levey requested a motion to adjourn.

ON MOTION by Ms. Salvo, seconded by Mr. Paris, the meeting November 5, 2020 meeting of the Sunbridge Stewardship District was adjourned.

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

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

# **Sunbridge Stewardship District**

## **Appointment of Auditor Selection Committee**



# **Sunbridge Stewardship District**

## **Synovus Bank Fees**

## PRO FORMA ANALYSIS PREPARED FOR Sunbridge Stewardship CDD

### Balance Summary

NUMBER OF DAYS IN CYCLE		<i>Balances as of:</i>
AVERAGE LEDGER BALANCE		
LESS FLOAT		-
PLUS NEGATIVE AVERAGE COLLECTED BALANCES		+
AVERAGE COLLECTED BALANCE		=
LESS FEDERAL RESERVE REQUIREMENT		-
AVERAGE INVESTABLE BALANCE		=
EARNINGS CREDIT (Based on 366 Day Year)		+
ANALYZED FEES		-
NET SERVICE CHARGE		=
EXCESS COLLECTED BALANCES		
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES		

### Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
<b>DEPOSITORY SERVICES</b>				
Monthly Maintenance Fee	4	\$19.0000	\$76.00	\$358,916
NSF/Overdraft Fee	0	\$36.0000	\$0.00	\$0
Negative Collected Balance Fee	0	P+4.0%	\$0.00	\$0
Deposits	8	\$0.8000	\$6.40	\$30,225
Items Deposited Total	0	\$0.1300	\$0.00	\$0
<i>Items Deposited CCH</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep Local Fed-City</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep Local Fed-RCPC</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep Local Fed-RCPC</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep Non-Local Fed-City</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep Non-Local Fed-RCPC</i>	0	\$0.1300	\$0.00	\$0
<i>Items Dep On Us</i>	0	\$0.1300	\$0.00	\$0
Return Deposited Item	0	\$9.0000	\$0.00	\$0
Redeposited Return Item	0	\$9.0000	\$0.00	\$0
Deposit Corrections	0	\$3.0000	\$0.00	\$0
Checks Paid	1	\$0.1800	\$0.18	\$850
Stop Payment	0	\$34.0000	\$0.00	\$0
Check Block Monthly Fee per Account	0	\$20.0000	\$0.00	\$0
ACH Block Monthly Fee per Account	0	\$20.0000	\$0.00	\$0
<b>Total Depository Services</b>	<b>7,136</b>		<b>\$82.58</b>	<b>\$389,991</b>
<b>DOMESTIC WIRE TRANSFER</b>				
Domestic Wire Transfer Incoming	0	\$18.0000	\$0.00	\$0
Domestic Wire Transfer Outgoing	0	\$30.0000	\$0.00	\$0
Domestic Wire Transfer Out BIB	0	\$18.0000	\$0.00	\$0
<b>Total Domestic Transfer</b>	<b>0</b>		<b>\$0.00</b>	<b>\$0</b>
<b>BUSINESS INTERNET BANKING</b>				
Level 1				

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
BIB Level 1 Implementation Fee	0	\$0.0000	\$0.00	\$0
BIB Level 1 Monthly Fee (Up to 7 accounts)	4	\$0.0000	\$0.00	\$0
BIB Level 1 Additional Account Fee (Each account over 7)	0	\$7.0000	\$0.00	\$0
<b>Level 2</b>				
BIB Level 2 Implementation Fee	0	\$100.0000	\$0.00	\$0
BIB Level 2 Monthly Fee (Up to 5 accounts)	0	\$65.0000	\$0.00	\$0
BIB Level 2 Additional Account Fee (Each account over 5)	0	\$7.0000	\$0.00	\$0
<b>Level 3</b>				
BIB Level 3 Implementation Fee	0	\$100.0000	\$0.00	\$0
BIB Level 3 Monthly Fee (Up to 5 accounts)	0	\$100.0000	\$0.00	\$0
BIB Level 3 Additional Account Fee (Each account over 5)	0	\$7.0000	\$0.00	\$0
<b>Other</b>				
Bill Pay	4	\$0.0000	\$0.00	\$0
Bill Pay Over The Limit (Payments 1 to 50 - No Charge)	0	\$0.8000	\$0.00	\$0
Bill Pay Inactivity Fee	0	\$10.9500	\$0.00	\$0
BIB Addl Info Report Fee	0	\$6.0000	\$0.00	\$0
BIB Addl ACH App Fee	0	\$6.0000	\$0.00	\$0
BIB Token Fee		\$37.5000	\$0.00	\$0
<b>Total Business Internet Banking</b>	<b>8</b>		<b>\$0.00</b>	<b>\$0</b>
<b>DIRECT CONNECT</b>				
Direct Connect Monthly Fee	0	\$18.0000	\$0.00	\$0
<b>Total Direct Connect</b>	<b>0</b>		<b>\$0.00</b>	<b>\$0</b>
<b>ACCOUNT PROTECTION &amp; RECONCILIATION</b>				
<b>AP&amp;R Positive Pay-Payee Positive Pay</b>				
AP&R Positive Pay Monthly	1	\$40.0000	\$40.00	\$188,903
AP&R Per Item Man Entry	0	\$0.0800	\$0.00	\$0
AP&R Per Item File Import	0	\$0.0800	\$0.00	\$0
AP&R Per Item FTP	0	\$0.0800	\$0.00	\$0
AP&R Monthly Transmission	0	\$35.0000	\$0.00	\$0
AP&R Positive Pay Implement	0	\$100.0000	\$0.00	\$0
AP&R Payee Positive Pay Monthly	1	\$10.0000	\$10.00	\$47,226
AP&R Payee Positive Pay Per Item	0	\$0.0200	\$0.00	\$0
AP&R Payee Positive Pay Implementation Fee	0	\$100.0000	\$0.00	\$0
<b>AP&amp;R Reverse Positive Pay</b>				
AP& Rev Positive Pay Monthly	0	\$40.0000	\$0.00	\$0
AP&R Rev Positive Pay Per Item	0	\$0.0800	\$0.00	\$0
AP R Rev Positive Pay Implementation Fee	0	\$100.0000	\$0.00	\$0
<b>AP&amp;R ACH Positive Pay (PP)</b>				
AP&R ACH PPay Addl Co ID	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Mo per Acct	1	\$40.0000	\$40.00	\$188,903
AP&R ACH PPay Suspt Tran	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Return Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH PPay Acct Maint	0	\$5.0000	\$0.00	\$0
AP&R ACH PPay Pay Dec	0	\$0.3500	\$0.00	\$0
AP&R ACH Pos Pay Impl	0	\$100.0000	\$0.00	\$0
<b>Total Account Protection &amp; Reconciliation</b>	<b>3</b>		<b>\$90.00</b>	<b>\$425,032</b>
<b>REMOTE DEPOSIT CAPTURE</b>				
<b>Remote Express Deposit (RED) Premium</b>				
RED Monthly Fee (includes 1 account)	1	\$60.0000	\$60.00	\$283,355
RED Additional Account Fees (2-10)	3	\$12.0000	\$36.00	\$170,013
RED Additional Account Fees (11-35)	0	\$7.0000	\$0.00	\$0
RED Additional Account Fees (36+)	0	\$5.0000	\$0.00	\$0
<b>Total Remote Deposit Capture</b>	<b>4</b>		<b>\$96.00</b>	<b>\$453,368</b>
<b>Remote Express Dep Scanner Equipment Charges</b>	<b>0</b>	<b>\$0.0000</b>	<b>\$0.00</b>	
<b>SINGLE SERVICE ONLINE STOP PAYMENTS</b>				
Stop Payment Implementation Fee	0	\$25.0000	\$0.00	\$0
Stop Payment (per acct, per month)	0	\$15.0000	\$0.00	\$0

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Total Single Service Online Stop Payments	0		\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0	\$0.0000	\$0.00	\$0
	0			\$0
TOTAL PROPOSED FEES			\$268.58	
TOTAL PROPOSED FEES Plus Equipment Charges			\$268.58	
AVERAGE COLLECTED BALANCE REQUIRED TO OFFSET MONTHLY CHARGES				\$1,268,390.71

# **Sunbridge Stewardship District**

## **E-Verify Memorandum of Understanding**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

**TO:** District Managers

**FROM:** Hopping Green & Sams

**DATE:** December 2020

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

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As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

### E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

# **Sunbridge Stewardship District**

## **Data Sharing and Usage Agreement with Osceola County**





# KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

December 7, 2020

Re: Confidential Parcels

Due to legislation enacted in 2019, the security of confidential parcel information within our records has become more stringent. Since you receive information from our office which may contain confidential parcels, we require an authorized agent to sign the enclosed Memo of Understanding in order to continue providing our data.

It is imperative you sign and return the **original** form to our office. Failure to do so will result in information requests not being fulfilled until receipt of the original.

Should you have any questions regarding this matter, please contact Kenny Pennington at (407) 742-5000 or by email at [kpen@property-appraiser.org](mailto:kpen@property-appraiser.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Katrina Scarborough", written over a faint, illegible background.

Katrina S. Scarborough, CFA, CCF, MCF  
Property Appraiser

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2505 E IRLO BRONSON MEMORIAL HWY  
KISSIMMEE, FL 34744  
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG



# KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

## Sunbridge Stewardship District

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Sunbridge Stewardship District**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

The confidentiality of personal identifying and location information including: names, physical, mailing, and street addresses, parcel ID, legal property description, neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Sunbridge Stewardship District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Katrina S. Scarborough

Print: \_\_\_\_\_

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Please return signed original copy in the enclosed self-addressed envelope, no later than January 31, 2021

2505 E IRLO BRONSON MEMORIAL HWY  
KISSIMMEE, FL 34744  
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

# **Sunbridge Stewardship District**

**Right of Way Utilization Interlocal Agreement for Landscape,  
Hardscape, Specialty Street Signs and Irrigation**

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Shannon M. Charles  
Assistant County Attorney  
Osceola County Attorney's Office  
1 Courthouse Square, Suite 4700  
Kissimmee, Florida 34741

**RIGHT OF WAY UTILIZATION INTERLOCAL AGREEMENT  
FOR LANDSCAPE, HARDSCAPE, SPECIALTY STREET SIGNS AND IRRIGATION**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between OSCEOLA COUNTY, Courthouse Square Suite 3100 Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY" and the SUNBRIDGE STEWARDSHIP DISTRICT, 12051 Corporate Blvd., Orlando, Florida 32801, hereinafter referred to as the "LICENSEE".

The COUNTY'S issuance of a right of way utilization permit to the LICENSEE is subject to the terms and conditions of this Agreement and the right of way utilization regulations adopted by the COUNTY in the Land Development Code for the following described limits and as graphically shown on Exhibit "A":

Name of Roadway: \_\_\_\_\_

Limits of Works: \_\_\_\_\_

The LICENSEE is an independent special district within the boundaries of real property described in Chapter 2017-220, Laws of Florida. This Agreement runs with the LICENSEE's real property described in Exhibit "B" attached hereto.

**CONDITIONS OF PERMIT**

1. The LICENSEE shall be responsible to maintain all sod, landscaping, hardscaping (sidewalks and pathways), specialty street signs and irrigation improvements within in the limits of works in the entire right of way regardless if the LICENSEE installed the improvements. The LICENSEE shall not be responsible to maintain, utilities, drainage systems, curbs and curb ramps, travel lane pavement, standard regulatory signage and striping, or traffic control devices and traffic signals.

2. The LICENSEE shall not, while installing or maintaining the landscaping, hardscape (sidewalks and pathways), specialty street signs and/or irrigation, damage or disturb any portion of the COUNTY right of way without prior written approval by the COUNTY and the COUNTY's prior written approval of a plan to restore the disturbed area.
3. Nothing contained herein or by virtue of the installation and/or maintenance of the landscaping, hardscape (sidewalks and pathways), specialty street signs and/or irrigation shall give or grant the LICENSEE any prescriptive or adverse right, title or interest in the COUNTY right of way. Neither this Agreement, nor any other permits issued by the COUNTY to the LICENSEE shall create any property right in the COUNTY's right of way.
4. The installation shall be constructed as shown on SDP\_\_\_\_\_, in accordance with all specifications and design standards that are part of SDP\_\_\_\_\_.
5. The installation shall be constructed and maintained in such a manner as it will not interfere with the intended use of the COUNTY right of way or create a safety hazard for the use of the COUNTY right of way by the Public.
6. If any of the LICENSEE'S landscape, hardscape (sidewalks and pathways), specialty street signs, and/or irrigation improvements cause a safety hazard, cause damage to any other improvements within the COUNTY right of way, or interfere with any construction, reconstruction, alteration, modification or improvement by the COUNTY, the hazard or interference shall be removed or relocated by LICENSEE within 24 hours of receipt of notification from the COUNTY. Failure to remove or relocate the hazard or interference within the said 24 hour period shall entitle the COUNTY to remove the specific hazard or interference and the LICENSEE shall reimburse any costs incurred by the COUNTY for such removal or relocation. Failure to remove or relocate the hazard or interference within 24 hours of receipt of notice from the COUNTY, and failure to reimburse the COUNTY for the cost incurred by the COUNTY to remove or relocate the hazard or interference, shall each be cause for immediate termination of this Agreement and the permit by the COUNTY.
7. If the hazard that is created by the installation or maintenance of the permitted landscaping, hardscaping (sidewalks and pathways), specialty street signs, and/or irrigation improvements

is determined by the COUNTY, in its sole and absolute discretion, to be of such significance that it is creating an immediate danger to users of the right of way or any improvements within the right of way, the COUNTY may immediately, and without prior notice to the LICENSEE, remove or eliminate said hazard and require the LICENSEE to reimburse the COUNTY for all cost associated with the removal or elimination of that hazard. Failure to reimburse the COUNTY for the cost incurred by the COUNTY to remove or eliminate the hazard shall be cause for immediate termination of this Agreement and the permit by the COUNTY.

8. The landscaping, hardscape (sidewalks and pathways), specialty street signs, and/or irrigation improvements within the COUNTY right of way shall be located and maintained in such a manner as to not create a sight distance problem for existing or future driveway or road connections. Sight distance standards shall be those set forth in the latest edition of the FDOT Design Standards or County Land Development Code. Upon receipt of notice from the COUNTY that landscaping, hardscape (sidewalks and pathways), specialty street signs, and/or irrigation improvements installed by the LICENSEE creates a sight distance safety hazard, LICENSEE shall remove and relocate LICENSEE's improvements at LICENSEE's sole cost and expense, to the extent necessary to comply with the latest edition of the FDOT Design Standards and/or Land Development Code sight distance regulations. Removal and relocation shall be completed within 24 hours of the LICENSEE's receipt of the COUNTY's notice. Failure to remove and relocate non-compliant improvements within 24 hours shall be cause for immediate termination of this Agreement and the permit by the COUNTY.
9. Irrigation systems installed by the LICENSEE in the COUNTY right of way are not listed with utility relocation companies and as such may be damaged by other right of way users, licensees and/or easement holders. The COUNTY will not be responsible for any damage to the LICENSEE's irrigation systems installed in conjunction with this Agreement resulting from the issuance by the COUNTY of a right of way utilization permit and/or Site Development Plan Approval to any such user or resulting from any other user's activities within the COUNTY right of way. The LICENSEE agrees that before installation of any improvements within the right of way, LICENSEE will contact "Sunshine State One Call" and withhold commencement of work until all underground utilities have been properly located and marked.

10. Except for termination by the COUNTY due to safety concerns or non-reimbursement of costs incurred by the COUNTY set forth above, this Agreement and the permit may be terminated by either party, with or without cause, upon provision of thirty (30) days advance written notice to the other party. LICENSEE agrees that after the LICENSEE's notification of termination of this Agreement and within fourteen (14) days of the County's written request for removal, LICENSEE shall remove its improvements from the COUNTY right of way and return the impacted area to the condition it was in prior to the LICENSEE's installation of its improvements.

11. The LICENSEE agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. To the extent permitted by law, the LICENSEE agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the LICENSEE, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

## 12. INSURANCE

A. The LICENSEE shall not commence any installation and/or maintenance work in connection with this Agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the LICENSEE allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The LICENSEE shall maintain the following types of insurance, with the respective minimum limits:

1. AUTOMOBILE LIABILITY: Combined Property Damage and Bodily Injury, One Million Dollars (\$1,000,000.00) – Any auto, provided, however, that the District shall not be obligated to offer proof of coverage until such time as the District as automobiles.

2. GENERAL LIABILITY: One Million Dollars (\$1,000,000.00) each occurrence:
  3. DAMAGE TO RENTED PREMISES – Fifty Thousand Dollars (\$50,000.00) Any single occurrence:
  4. MEDICAL EXPENSES: Five Thousand Dollars (\$5,000.00), any one person;
  5. PERSONAL & ADVERTISING INJURY: One Million Dollars (\$1,000,000.00);
  6. GENERAL AGGREGATE: One Million Dollars (\$1,000,000.00);
  7. PRODUCTS – COMPLETED OPERATIONS AGGREGATE; One Million Dollars (\$1,000,000.00)
  8. EXCESS/UMBRELLA COVERAGE: One Million Dollars (\$1,000,000.00); and,
  9. WORKERS’ COMPENSATION: Employers liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The LICENSEE understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, subcontractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same. Provided, however, that the District shall not be obligated to offer proof of coverage until such time as the District as employees.
- C. The LICENSEE shall name the “Osceola County Board of County Commissioners” as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.
- D. The LICENSEE shall provide the COUNTY’s Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured LICENSEE,
  2. The specified job by name and job number,
  3. The name of the insurer,
  4. The number of the policy,
  5. The effective date,
  6. The termination date,



7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows. Any other wording in the Certificate Holders Box shall not be acceptable.

**Osceola County Board of County Commissioners  
c/o Director of Human Resources  
1 Courthouse Square, Suite 4200  
Kissimmee, Florida 34741**

- E. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the LICENSEE's obligation to fulfill the insurance requirements specified herein.
  - F. The LICENSEE shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the LICENSEE shall maintain proof of same on file and made readily available upon request by the COUNTY.
  - G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the LICENSEE and/or subcontractor providing such insurance.
  - H. All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.
13. Provisions, restrictions and conditions of this Agreement shall not be modified or amended except in a written instrument which has been executed and acknowledged by authorized representatives of the LICENSEE and the COUNTY.
14. All notices required or desired pursuant to this Agreement shall be made in writing and shall be delivered through the United States Postal Services, first class mail, postage prepaid and addressed to the following addresses:

To the COUNTY:       Osceola County  
                              Public Works Director  
                              1 Courthouse Square, Suite 3100  
                              Kissimmee, Florida 34741

To the LICENSEE: Sunbridge Stewardship District  
12051 Corporate Blvd.  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: Jonathan T. Johnson

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on the day, month and year last executed below.

WITNESSES:

\_\_\_\_\_

Printed \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Printed \_\_\_\_\_

Date: \_\_\_\_\_

LICENSEE:

SUNBRIDGE STEWARDSHIP DISTRICT

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

Printed: \_\_\_\_\_

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

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who has personally sworn or affirmed that he/she is authorized to execute this Agreement and who is personally known to me OR has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair/Vice Chair

Date: \_\_\_\_\_

ATTEST:

OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT “A”**

[Attached]



**General Site Data**

Land Use	Mixed Use
Zoning	MXD
Total Area Of Disturbance	31.42 Ac.
Pond Area At NCL	7.88 Ac.

**General Notes**

Ownership / Maintenance	
Roadways	Public To Be Owned & Maintained By Osceola County
Roadways	Private To Be Owned & Maintained By Tavistock East Services Or ISD
Stormwater Ponds	Private To Be Owned & Maintained By Tavistock East Services With Maintenance Rights Dedicated To Osceola County
Medians	Public To Be Dedicated To Osceola County & Maintained By Tavistock East Services
Open Space	Private To Be Owned & Maintained By Tavistock East Services
Drainage Easements	Private To Be Owned & Maintained By Tavistock East Services
Utility Easements	Private To Be Owned & Maintained By Tavistock East Services
Wetland	Private To Be Owned & Maintained By Tavistock East Services
Future Development	Private To Be Owned & Maintained By The Developer

**Miscellaneous**

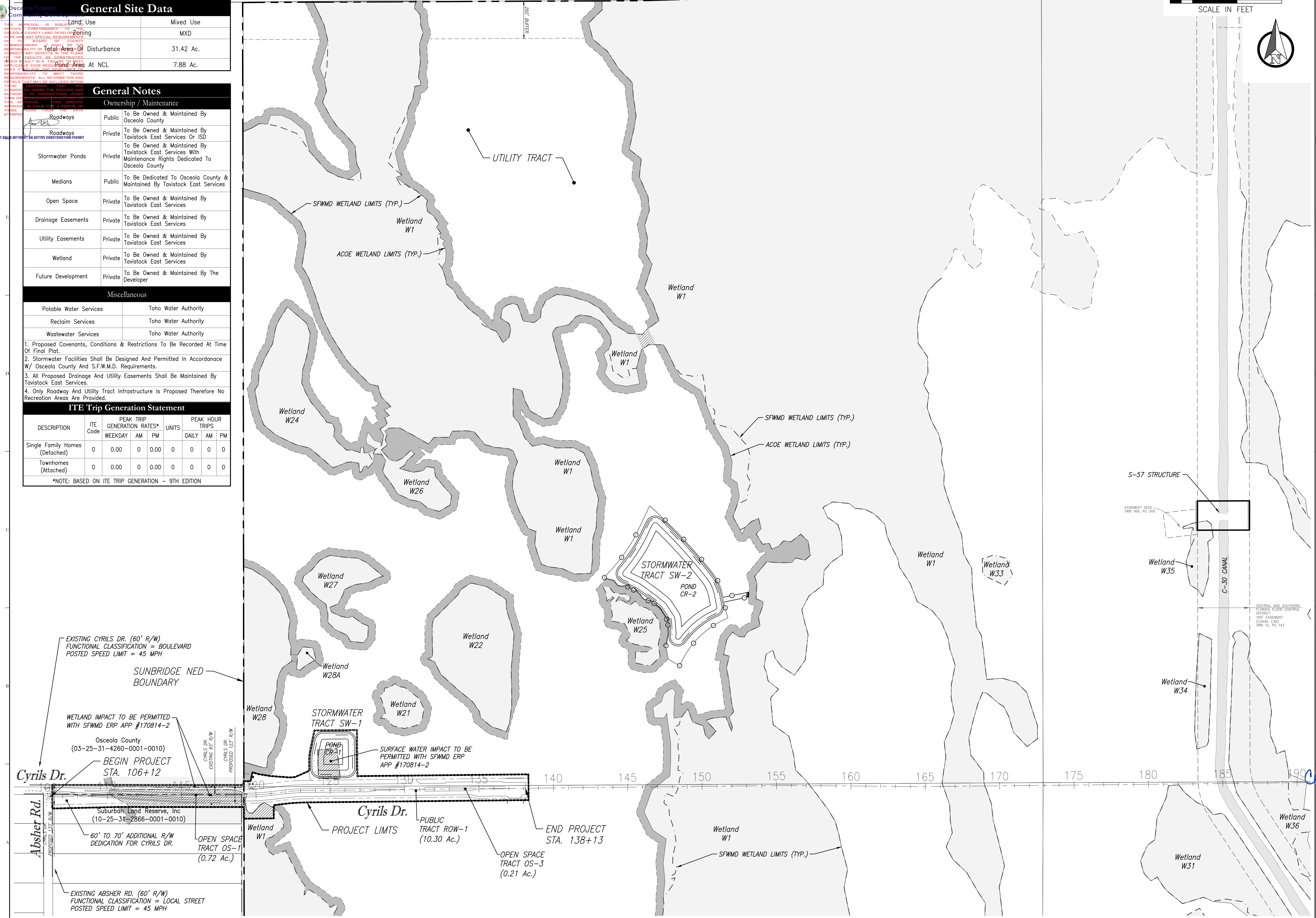
Potable Water Services	Toho Water Authority
Reclaim Services	Toho Water Authority
Wastewater Services	Toho Water Authority

- Proposed Covenants, Conditions & Restrictions To Be Recorded At Time Of Final Plat.
- Stormwater Facilities Shall Be Designed And Permitted In Accordance W/ Osceola County And S.F.W.M.D. Requirements.
- All Proposed Drainage And Utility Easements Shall Be Maintained By Tavistock East Services.
- Only Roadway And Utility Tract Infrastructure Is Proposed Therefore No Recreation Areas Are Provided.

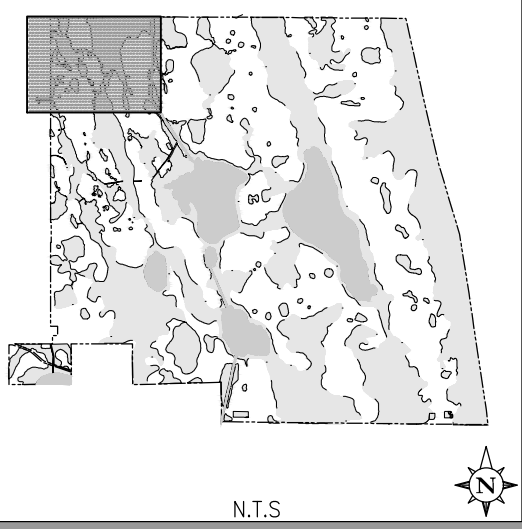
**ITE Trip Generation Statement**

DESCRIPTION	ITE Code	PEAK TRIP GENERATION RATES*			UNITS	PEAK HOUR TRIPS		
		WEEKDAY	AM	PM		DAILY	AM	PM
Single Family Homes (Detached)	0	0.00	0	0.00	0	0	0	0
Townhomes (Attached)	0	0.00	0	0.00	0	0	0	0

\*NOTE: BASED ON ITE TRIP GENERATION - 9TH EDITION



Key Map:



Consultant:  
19 12/10/19 FIEL REVISIONS & UAR REMOVAL

18	7/24/19	REVISED RW & FM LAYOUT & SIZES
17	7/9/19	REVISED PER TWA COMMENTS
16	6/11/19	ADD MM & AFD, REV. OUC CONDUITS
15	5/3/19	ADD FM ARV @ STA. 138+15
14	2/7/19	REV. OUTFALL STRUCTURE CS-CR-2
13	11/30/18	STAMPING APPROVAL
12	11/16/18	REVISED PER TWA COMMENTS
11	10/29/18	REV. FM SIZE, ADD CONDUIT & REV. OUTFALL STRUCTURE CS-CR-2
10	9/21/18	REV. W.M., R.W. & F.M. SIZES
9	8/3/18	ADD OUC & TELECOM INFRASTRUCTURE
8	7/18/18	ADD RW STA. 106+67.15+97 & ADD FM STA. 106+65.10+20
7	6/29/18	REVISED PER COUNTY COMMENTS
6	6/20/18	REVISED PER TWA COMMENTS
5	6/6/18	PLAN REVISIONS
4	5/14/18	REV. FOR BID ADDENDUM #3
3	2/23/18	REVISED PER TWA COMMENTS

NO. DATE: DISCUSSIONS:  
SUBMISSIONS/REVISIONS

VERTICAL DATUM:	NAVD 88
JOB NO.:	17-042
DESIGNED BY:	LEN/JLD
DRAWN BY:	JLD
CHECKED BY:	LEN/CMB
APPROVED BY:	CMB
SCALE IN FEET:	1" = 300'

**SUNBRIDGE NED  
CYRILS DRIVE  
PHASE 1 & UTILITY  
ACCESS ROAD**

(SDP17-0155) (PS17-00025)  
(CP17-00002) (CPA09-009)

Jurisdiction:  
OSCEOLA COUNTY, FL

Sheet Title:  
**MASTER SITE PLAN &  
SITE DATA**

Sheet No.:  
**C2.00**

Seal:  
CHRISTINA M. BAXTER  
LICENSE No. 67547  
ST. FLORIDA  
DATE: December 10, 2019

Digitally signed by Christina M Baxter  
Date: 2019.12.10 15:56:27-05'00'



**Poulos & Bennett, LLC**  
2602 E. Livingston St., Orlando, FL 32803  
Tel. 407.487.2594 www.poulosandbennett.com  
Eng. Bus. No. 28567

Z:\2017\17-042 TAVISTOCK - SUNBRIDGE\CYRILS DR\CD\FINAL\PHASE 1\17042-CD-PH1-MSP



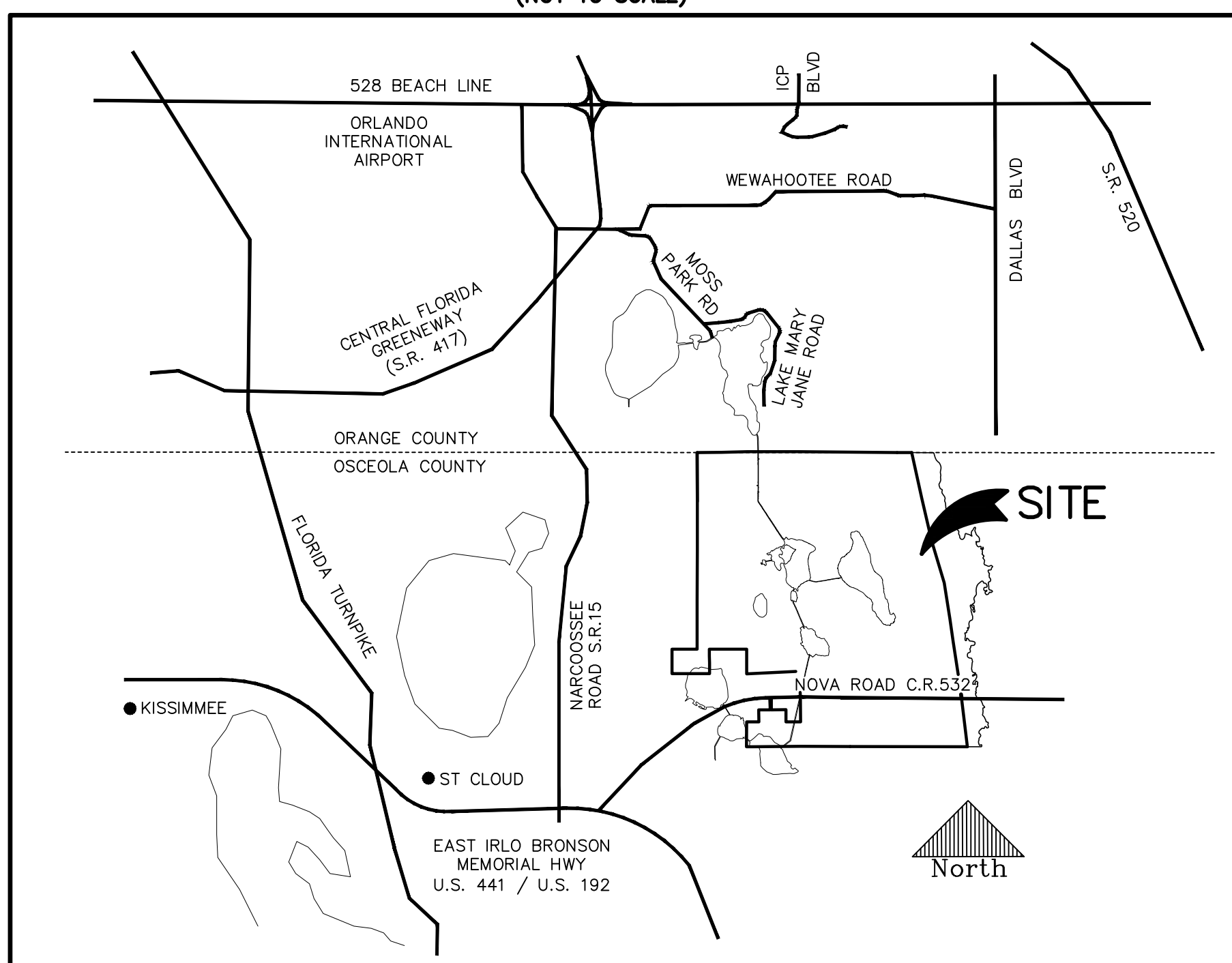
**EXHIBIT “B”**

[Attached]

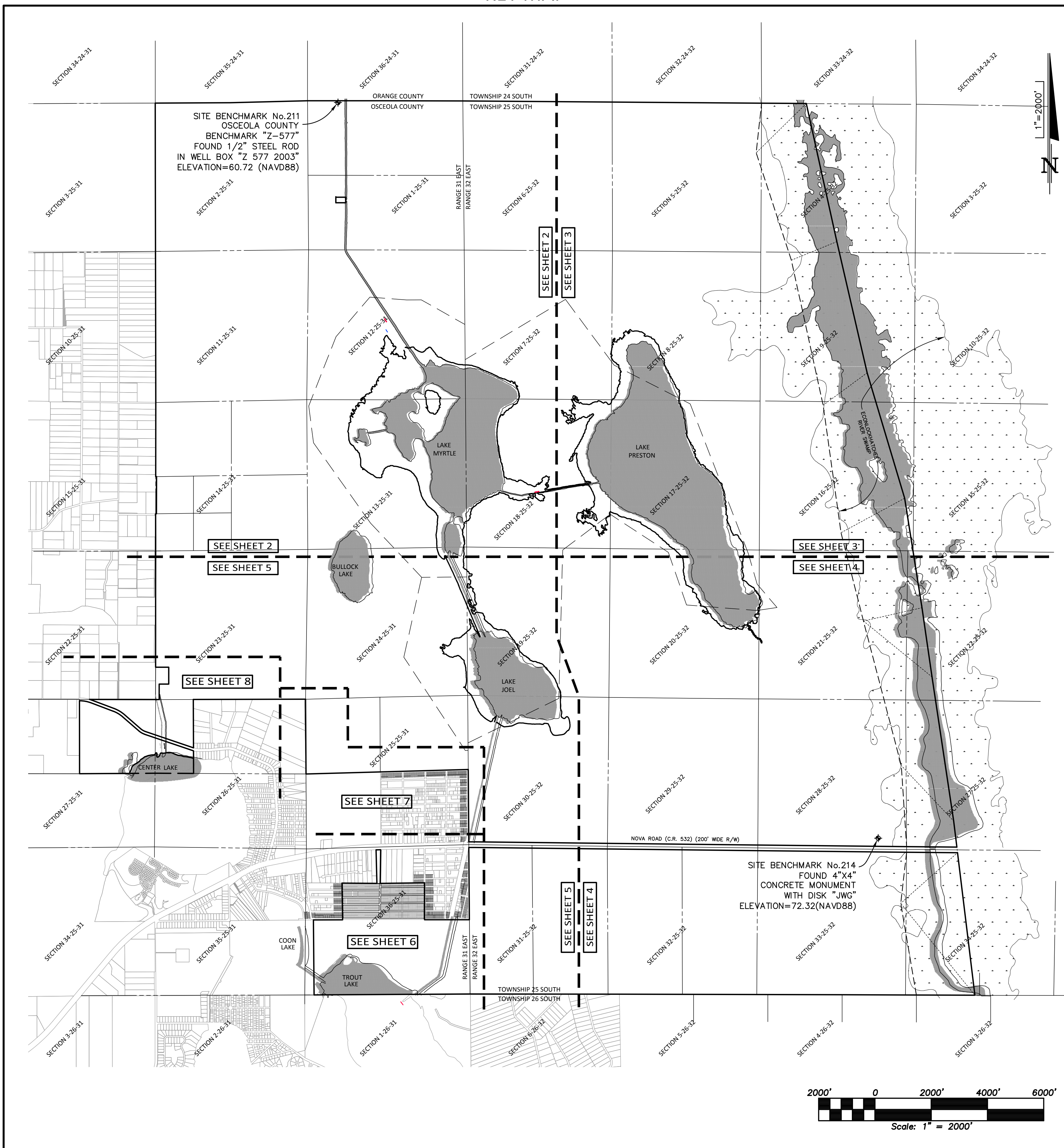


BOUNDARY SURVEY

VICINITY MAP (NOT TO SCALE)



KEY MAP



DESCRIPTION:

All lands lying in the following sections:

Sections 1, 2, 11, 12, 13, 14, 23 and 24, Township 25 South, Range 31 East, Osceola County, Florida. AND: The Northwest one-quarter (NW1/4), the Northeast one-quarter (NE1/4) and all unsurveyed properties in the Northeast one-quarter (NE1/4) of Section 25, Township 25 South, Range 31 East, Osceola County, Florida. AND: The Northeast one-quarter (NE1/4) of Section 27, Township 25 South, Range 31 East, Osceola County, Florida. AND: The West one-half (W1/2) of the Northwest one-quarter (NW1/4) of Section 26, Township 25 South, Range 31 East, Osceola County, Florida. AND: Sections 5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33, Township 25 South, Range 32 East, Osceola County, Florida. AND: All lands in Sections 4, 9, 15, 16, 22, 27 and 34, Township 25 South, Range 32 East, Osceola County, Florida, lying West of the following described line: Begin at a point in the North line of the Northwest 1/4 of said Section 4, bearing S89°34'54"E 1590.03 feet from the Northwest corner of said Northwest 1/4; thence S12°28'14"E a distance of 5030.43 feet; thence S12°29'41"E a distance of 4787.68 feet; thence S16°35'20"E a distance of 4454.92 feet; thence S30°52'21"E a distance of 3844.37 feet; thence S08°17'59"E a distance of 2496.73 feet; thence S08°31'51"E a distance of 5183.81 feet to the North Right-of-way of County Road 532 (Nova Road); thence run S06°55'57"E a distance of 201.67 feet to the South Right-of-way line of said County Road 532; thence S06°55'57"E a distance of 5107.21 feet to the point of termination in the South line of the Southwest 1/4 of Section 24, Township 25 South, Range 32 East, Osceola County, Florida at a point lying N89°47'43"W a distance of 167.99 feet from the South 1/4 corner of said Section 34.

AND:

The South 1/2 of Section 36, Township 25 South, Range 31 East, Osceola County, Florida. All of New Eden on the Lakes, Unit 8, as filed and recorded in Plat Book 1, Page 336 of the Public Records of Osceola County, Florida.

All of New Eden on the Lakes, Replat of Unit 9, as filed and recorded in Plat Book 1, Page 341 of the Public Records of Osceola County, Florida, together with: Beginning at the Southeast corner of the NE 1/4 of Section 36, T25S, R31E, Osceola County, Florida, run thence N00°56'29"W [N00°48'20"E] along the East line of the NW 1/4 of said Section 36, 1196.59 ft. [1196.51 feet] to the South Right of Way line of State Road No. 532; run thence S86°43'09"W [S88°31'18"W] along said South Right of Way line, 100.57 ft. [100.51 feet] to the Point of Curve of a 13596.54 ft. Radius Curve to the Left; run thence along said Curve, 64.40 ft. [64.43 feet]; (Chord bearing S86°35'01"W [S88°00'56"W], Chord = 64.40 ft. [64.43 feet]); run thence S03°13'22"E [S01°28'19"E] 191.81 ft. [191.37 feet] to the North line of New Eden on the Lakes, Replat of Unit 9, as filed and recorded in Plat Book 1, Page 341 of the Public Records of Osceola County, Florida; run thence N88°35'24"E [S89°39'27"E] along said North line, 117.40 ft. [117.44 feet] to the Point of Beginning. Said land also described as Lot 1 of the unrecorded plat of a portion of the N 1/2 of the NW 1/4 of Section 36, T25S, R31E, Osceola County, Florida, done by Johnson's Engineers, Inc. under the date of March 29, 1966. Data in brackets [ ] is field measured by Donald W. McIntosh Associates, Inc. as of January 8, 2016.

LESS AND EXCEPT: The West thirty (30) feet of the Northwest quarter of the Southwest quarter (NW1/4) of said Section 14, Township 25 South, Range 31 East, Osceola County, Florida (Deed Book 95, Page 353).

LESS AND EXCEPT: BEGIN at the Southwest corner of Section 23, Township 25 South, Range 31 East, Osceola County, Florida, thence run North 0°00'10" West along the West line of said Section 23, a distance of 1,150.00 feet to a point; thence departing said West line run North 89°52'31" East, a distance of 465.00 feet to a point; thence run South 0°00'10" East, a distance of 600.00 feet to a point; thence run South 89°52'31" West, a distance of 340.00 feet to a point; thence run South 0°00'10" East, a distance of 550.00 feet to a point on the South line of said Section 23; thence run South 89°52'31" West along said South line, a distance of 125.00 feet to the POINT OF BEGINNING (Official Records Book 945, Page 291).

LESS AND EXCEPT: A Parcel of Land in that part of Section 1, Township 25 South, Range 31 East, Osceola County, Florida, lying within the right-of-way of Canal 30 as described in Official Records Book 12, Page 143, Osceola County, Florida, public records: said parcel of land being more specifically described as follows: From a 5' x 5' concrete monument marking the Northeast (NE) corner of the South one-half (S1/2) of said Section 1, the coordinates of which are X = 448,239.56 and Y = 1,456,839.11, bear South 89°41'18" West, along the North line of the South one-half (S1/2) of said Section 1, a distance of 4190.40 feet to the intersection thereof with the Easterly right-of-way line of said Canal 30; thence, South 0°05'45" East, along said Easterly right-of-way line, a distance of 756.00 feet to the point of beginning; thence, continue South 0°05'45" East, along said Easterly right-of-way line, a distance of 196.57 feet; thence, South 89°54'15" West, a distance of 350.00 feet to the intersection thereof with the Westerly right-of-way line of said Canal 30; thence, North 0°05'45" West, along said Westerly right-of-way line, a distance of 196.57 feet; thence, North 89°54'15" East, along said Westerly right-of-way line a distance of 350.00 feet to the point of beginning. The bearings and coordinates in the above description refer to the standard plane rectangular coordinate system for the East Zone of Florida (Official Records Book 169, Page 298).

LESS AND EXCEPT: Jones Road Right-of-way as described in Deed Book 155, Page 318 of the Public Records of Osceola County, Florida.

LESS AND EXCEPT: County Road 532 (Nova Road) Right-of-way as described in Official Records Book 118, Page 4 of the Public Records of Osceola County, Florida.

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

SURVEYOR'S NOTES:

- 1. Apparent Physical Use (potential encroachments) onto or from adjoining property or abutting streets is shown hereon as "APU". Apparent Physical Use (APU) may indicate the existence of written or unwritten property rights between adjoining owners.
2. All measurements are in feet in accordance with United States standards. All horizontal control measurements achieve a closure of 1 foot in 10,000 feet or better.
3. All boundary line bearings, distances and curve data are described and measured unless shown as (D) = Described, (P) = Plat, (M) = Measured and or (C) = Computed.
4. Bearings based on the North line of the Northwest 1/4 of Section 31, Township 25 South, Range 31 East, Osceola County, Florida, being S89°21'04"E relative to NGS point designated '27 577' (D08221) located approximately 39.0' west of the approximate centerline of Sunsgrove Lane and 1.0' east of Corrie witness post and a fence, having the following coordinate values (NAD 83/2007 Datum) according to the final control coordinate files for 'The Osceola Mormon Property' project furnished to DWMA by Jones, Wood and Gentry, Inc. on a report document dated April 11, 2008. All distances shown hereon are at 'ground' distances.
5. No underground improvements, installations, foundations, utilities, solid waste dumps, sumps, sanitary landfills or hazardous materials, if any, have been located.
6. No environmental issues have been addressed by this survey.
7. This survey may contain lands in navigable waterways which may be owned by the State of Florida. Users of this survey, boundary information, screenings, areas and descriptions shown hereon are placed on notice that the bearings and distances shown hereon are as regards to any state owned lands, riparian boundaries or littoral boundaries shown hereon.
8. The State of Florida may own or claim ownership of those lands lying waterward of the 'ordinary high water line' which may affect the location of the boundary line of property fronting the lakes.
9. Elevations shown hereon are based on Osceola County Benchmark 'Z-577', located approximately 39.0' west of the approximate centerline of Sunsgrove Lane and 1.0' east of Corrie witness post and a fence, having an elevation of 60.72 (NAVD83) Datum (point also known as 211).
10. The 60.5' contour is shown hereon regarding Lakes Joe, Myrtle and Preston, for informational purposes related to the Quail Title Action, Case No. 09-CA-54894, dated May 27, 2009, and recorded in Official Records Book 3848, Pages 430 through 432, of the Public Records of Osceola County, Florida.
11. Fence ownership has not been determined.
12. Except as shown hereon no interior, dirt roads, ponds, borrow pits, spoil mounds, drainage ditches, improvements, fences, pipes, utilities or trails have been surveyed by Donald W. McIntosh Associates, Inc. All visible above-ground improvements lying within five-foot of the perimeter project boundary are shown.
13. All dimensions shown from boundary lines to improvements (other than buildings) are to center of said improvements. All symbols used to depict improvements are not to scale.
14. All adjoining rights-of-way, subdivisions and information on adjoining properties shown hereon is from information shown on County Tax Assessor Maps. The undersigned surveyor and Donald W. McIntosh Associates, Inc. neither attempted nor were required to do a title search regarding such information. Users of this survey are placed on notice that reliance on such information is at their own peril in this regard.
15. Adjoining property owners' names and the tax parcel identification numbers shown hereon, if any, are based on the Osceola County Property Appraiser's official website accessed on December 11, 2015 during the preparation of this survey.
16. Monument offset directions and distances are computed in cardinal directions from boundary corners relative to the bearing basis (i.e., N 0.25' = North 0.25').

SURVEYOR'S NOTES CONTINUED ABOVE RIGHT

SURVEYOR'S NOTES CONTINUED FROM BELOW LEFT

- 17. Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm. Surveyor has reviewed the following items listed in Schedule B of First American Title Insurance Company, Commitment for Title Insurance, File No. 0037-336902, effectively dated August 12, 2015, for easements and rights-of-way and finds the following: (SURVEYOR'S COMMENTS ARE IN ALL CAPS)
9. Terms of that certain Pasture Lease to the Florida State Live Stock Sanitary Board and Terms of that certain Verbal Lease to the Florida State Game Department, both referred to in these certain Deeds recorded November 16, 1936, in Deed Book 102, Page 310 and recorded March 9, 1940, in Deed Book 102, Page 453, both in the Public Records of Osceola County, Florida. (NO EASEMENTS)
10. Oil, Gas and Mineral Lease between Orlando Livestock Company and Humble Oil & Refining Company recorded August 28, 1954, in Miscellaneous Book 4, Page 54, in the Public Records of Osceola County, Florida. This lease was for a term of five years and so long thereafter as oil, gas or other mineral is produced. (NO EASEMENTS)
11. Easement Deed in favor of Central and Southern Florida Flood Control District recorded August 12, 1957, in Official Records Book 12, Page 143, a portion of which has subsequently been conveyed to Central and Southern Florida Flood Control District by that certain Special Warranty Deed recorded December 15, 1957 in Official Records Book 169, Page 298, both in the Public Records of Osceola County, Florida. (SHOWN)
12. Easement Deed in favor of Central and Southern Florida Flood Control District recorded August 12, 1957 in Official Records Book 12, Page 145, together with that certain Courtesy Notice recorded November 15, 1991 in Official Records Book 1039, Page 2744, both in the Public Records of Osceola County, Florida. (SHOWN)
13. Easement Deed in favor of Central and Southern Florida Flood Control District recorded August 12, 1957 in Official Records Book 12, Page 147, in the Public Records of Osceola County, Florida. (SHOWN)
14. Easement Deed in favor of Central and Southern Florida Flood Control District recorded August 12, 1957 in Official Records Book 12, Page 149, together with that certain Corrective Easement Deed recorded January 8, 1959 in Official Records Book 34, Page 455, and together with that certain Subordination of Encumbrance to Property Rights to State of Florida recorded January 7, 1964 in Official Records Book 112, Page 279, all in the Public Records of Osceola County, Florida. (SHOWN)
15. Intentionally Deleted.
16. Right of Way Easement in favor of Central and Southern Florida Flood Control District recorded January 3, 1966 in Official Records Book 156, Page 348, in the Public Records of Osceola County, Florida. (SHOWN)
17. Right of Way Easement in favor of Central and Southern Florida Flood Control District recorded January 19, 1967 in Official Records Book 156, Page 688, in the Public Records of Osceola County, Florida. (SHOWN)
18. Easement Deed in favor of Central and Southern Florida Flood Control District recorded December 15, 1967 in Official Records Book 169, Page 300, in the Public Records of Osceola County, Florida. (SHOWN)
19. Easement Deed in favor of Central and Southern Florida Flood Control District recorded December 15, 1967 in Official Records Book 169, Page 311, in the Public Records of Osceola County, Florida. (SHOWN)
20. Access Road Easement in favor of Central and Southern Florida Flood Control District recorded December 15, 1967 in Official Records Book 169, Page 302, in the Public Records of Osceola County, Florida. (SHOWN)
21. Easement Deed in favor of Central and Southern Florida Flood Control District recorded December 15, 1967 in Official Records Book 169, Page 311, in the Public Records of Osceola County, Florida. (SHOWN)
22. Easement in favor of Florida Power Corporation recorded June 3, 1988 in Official Records Book 176, Page 337, in the Public Records of Osceola County, Florida. (SHOWN)
23. Ingress and Egress Easement in favor of the City of St. Cloud set forth in that certain Warranty Deed recorded November 17, 1989 in Official Records Book 945, Page 291, in the Public Records of Osceola County, Florida. (SHOWN)
24. Easement in favor of the City of St. Cloud recorded November 17, 1989 in Official Records Book 945, Page 293, in the Public Records of Osceola County, Florida. (SHOWN)
25. Perpetual Easement for Electric Transmission Lines, etc. in favor of the City of St. Cloud set forth in that certain Resolution No. 89-74 recorded November 17, 1989 in Official Records Book 945, Page 293, in the Public Records of Osceola County, Florida. (SHOWN)
26. Easement for Public Electrical Utilities in favor of the City of St. Cloud recorded April 17, 1990 in Official Records Book 964, Page 1713, together with that certain Granting Easement Deed recorded October 2, 1997 in Official Records Book 2435, both in the Public Records of Osceola County, Florida. (NO DESCRIPTION PROVIDED)
27. Easement Agreement in favor of East Central Florida Services, Inc., a Florida corporation recorded January 18, 1994 in Official Records Book 1187, Page 697, together with that certain Quit-Claim Deed of "Future" in favor of East Central Florida Services, Inc. recorded January 18, 1994 in Official Records Book 1187, Page 715, both in the Public Records of Osceola County, Florida. (20' WIDE SUBTERRANEAN WATERLINE EASEMENT 10' EACH SIDE OF THE PRODUCTION FACILITIES) (NOT PLOTTABLE WITHOUT EXCAVATION).
28. Utility Easement for distribution lines in favor of the City of St. Cloud recorded July 19, 1994 in Official Records Book 1200, Page 606, in the Public Records of Osceola County, Florida. (SHOWN)
29. Interlocal Agreement between the City of St. Cloud and Orlando Utilities Commission recorded November 1, 2001 in Official Records Book 1951, Page 1574, in the Public Records of Osceola County, Florida. (NO EASEMENTS)
30. Matters, facts and circumstances contained on that certain Plat of NEW EDEN ON THE LAKES UNIT NO. 8, as recorded January 2, 1957 in Plat Book 1, Page 336, in the Public Records of Osceola County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42 USC 3604(c). (SHOWN)
31. Matters, facts and circumstances contained on that certain Plat of A REPLAT OF NEW EDEN ON THE LAKES UNIT 8, as recorded on June 7, 1957 in Plat Book 1, Page 341, in the Public Records of Osceola County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenant, conditions or restrictions violate 42 USC 3604(c). (SHOWN)
32. Memorandum of Master Development and Purchase Agreement by and between Suburban Land Reserve, Inc., Tavistock Development, Property Holdings, LLC and Tavistock Development, Inc., dated May 4, 2015 and recorded August 31, 2015 in Official Records Book 3848, Page 430, in the Public Records of Osceola County, Florida, and as re-recorded in Official Records Book 3848, Page 432, in the Public Records of Osceola County, Florida. (NO EASEMENTS OR RIGHTS-OF-WAYS)
33. Easement Deed in favor of Central and Southern Florida Flood Control District recorded December 16, 1957, in Official Records Book 169, Page 313, in the Public Records of Osceola County, Florida. (SHOWN)
34. Easement Deed in favor of Central and Southern Florida Flood Control District recorded December 16, 1957, in Official Records Book 169, Page 317, in the Public Records of Osceola County, Florida. (SHOWN)
35. Access Road Easement in favor of Central and Southern Florida Flood Control District recorded December 16, 1957, in Official Records Book 169, Page 317, in the Public Records of Osceola County, Florida. (SHOWN)
36. Matters of the Final Judgment recorded June 15, 2009, in Official Records Book 3848, Page 430, in the Public Records of Osceola County, Florida. (SHOWN, SEE NOTE 10)
37. Right-of-way for unnamed trails and any rights of others to travel thereon. (EXCEPT AS SHOWN HEREON NO INTERIOR DIRT ROADS OR TRAILS HAVE BEEN SURVEYED - SEE NOTE 12)
38. This Policy does not insure title to any part of the land lying beyond the ordinary high water mark of any abutting body of water. (NOT A SURVEY MATTER)
39. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line; or (d) any other line which has been or which hereafter may be legally established as relating to such public use. (NOT A SURVEY MATTER)
40. Any adverse claim to any portion of the land which has been created by artificial means or has accreted to any such portion so created. (NOT A SURVEY MATTER)
41. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the date of Policy or was at any time previously, under water (submerged). (NOT A SURVEY MATTER)
42. Changes in the boundary of the land resulting from erosion or accretion caused by the flow of any river (or creek). (NOT A SURVEY MATTER)
43. This Policy does not insure title to the beds and bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A". (NOT A SURVEY MATTER)
44. Riparian and/or littoral rights are not insured. (NOT A SURVEY MATTER)
45. Subject to rights of those thereto entitled in and to any canal, ditch, creek, river, etc. traversing any portion of subject land; including, but not limited to, drainage rights and free flow of water therein. (NOT A SURVEY MATTER)
46. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s). (NOT A SURVEY MATTER)
The property may also be subject to other matters set forth in said Title Commitment

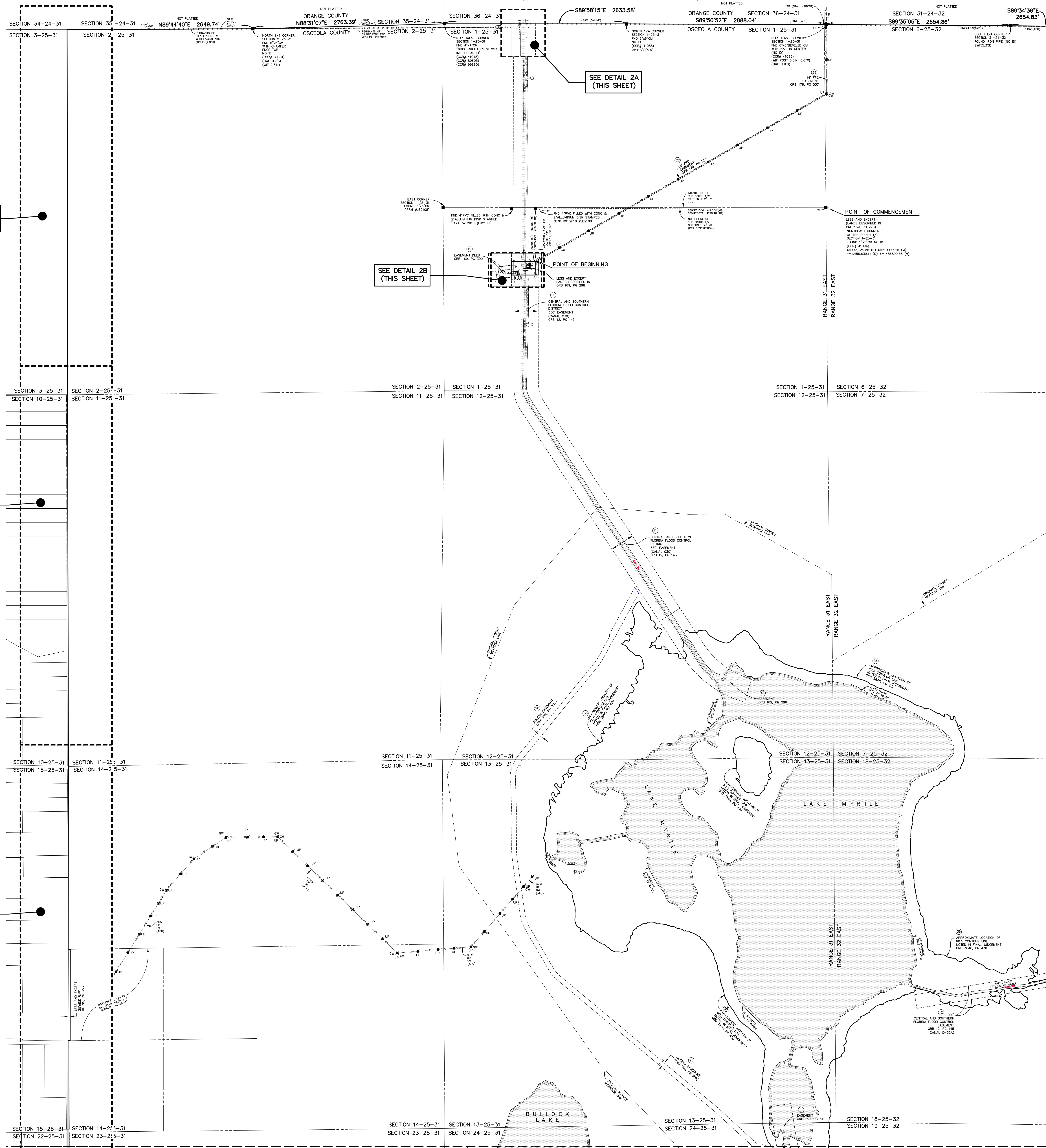
Legend table with columns for SYMBOLS and ABBREVIATIONS. It lists various symbols used in the survey, such as 'L1 LINE NUMBER (SEE TABLE)', 'A/C AIR CONDITIONER', 'T/WB UNDERGROUND TELEPHONE MARKER', 'GMB GAS METER', 'PMB POINT OF BEGINNING', etc.

Professional information block including: DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS; DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS; TAVISTOCK EAST HOLDINGS, LLC; SURVEY DATE: January 8, 2016; PREPARED FOR: SUBURBAN LAND RESERVE, INC. TAVISTOCK EAST HOLDINGS, LLC TAVISTOCK EAST SERVICES, LLC; SHEET 1 OF 9; NORTH EAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY; Exhibit 3



# BOUNDARY SURVEY

(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)



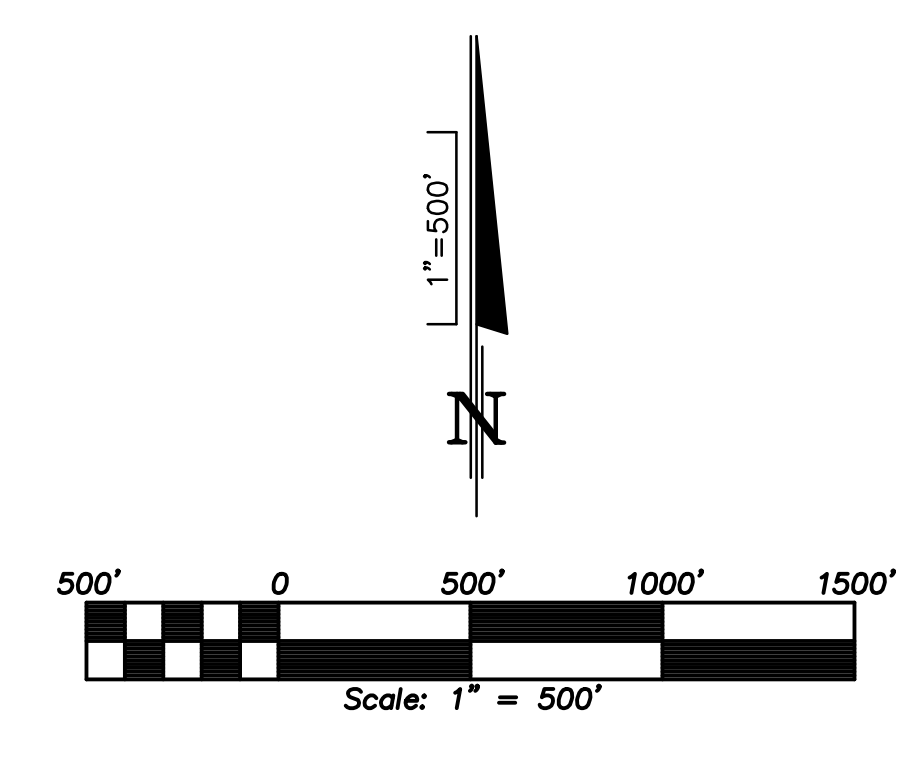
SEE DETAIL 9D  
(SHEET 9)

SEE DETAIL 9C  
(SHEET 9)

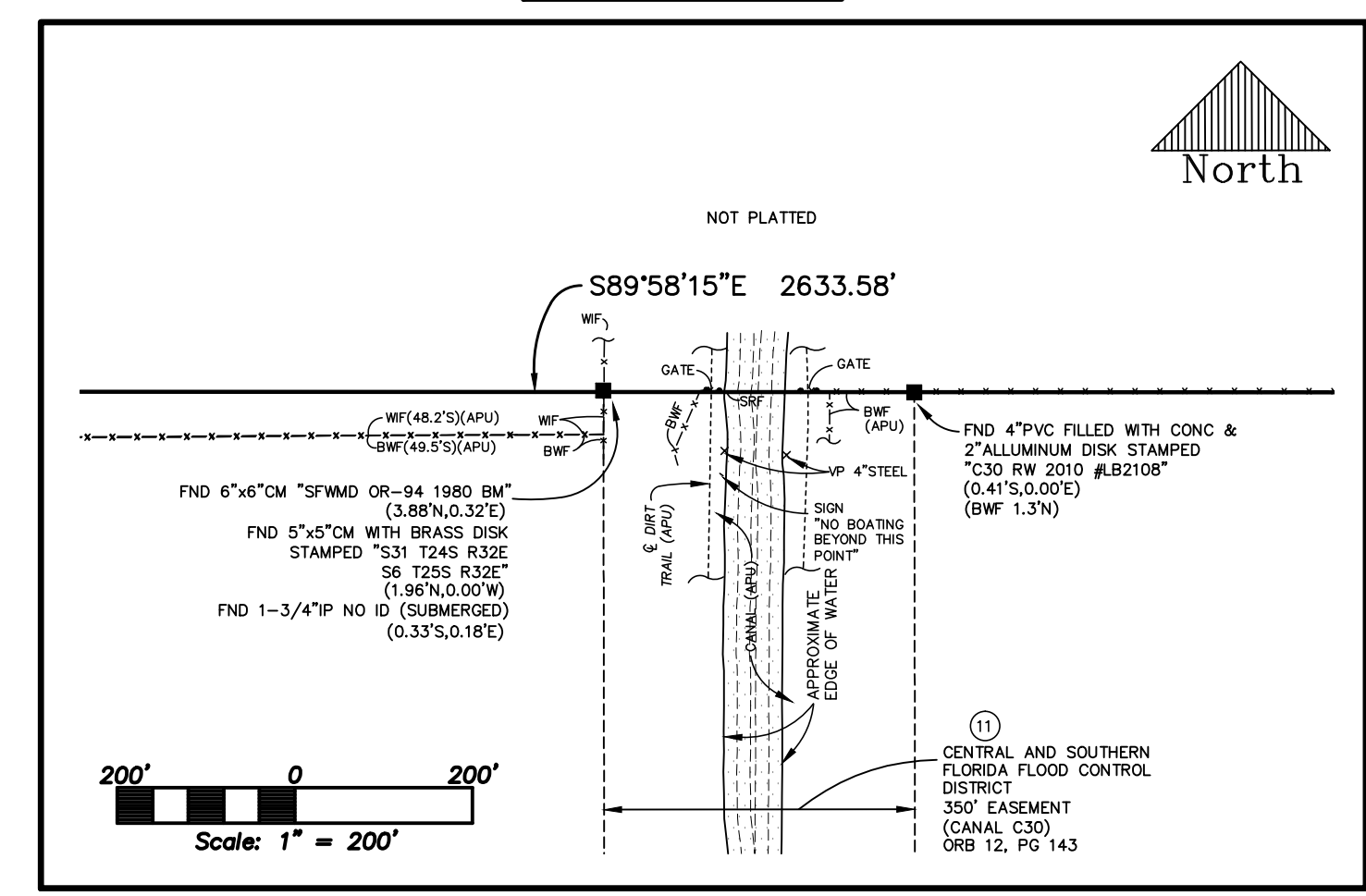
SEE DETAIL 9B  
(SHEET 9)

SEE DETAIL 2A  
(THIS SHEET)

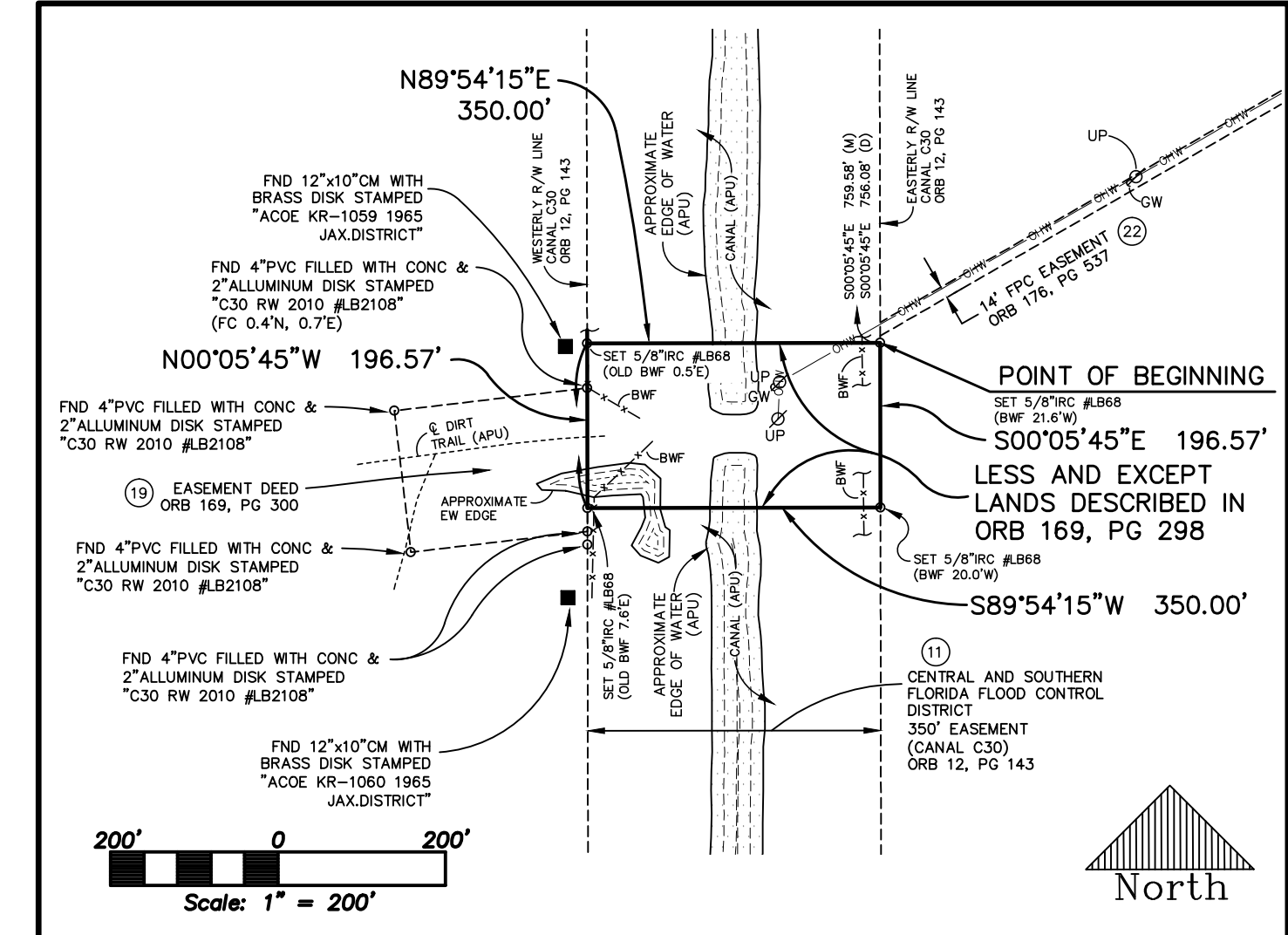
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(THIS SHEET)



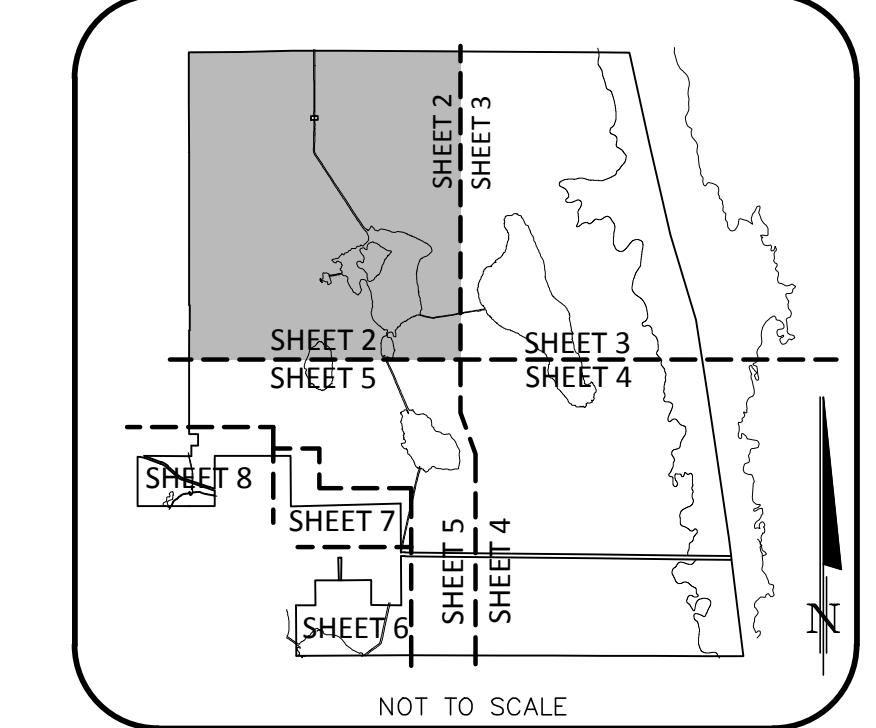
**DETAIL 2A**



**DETAIL 2B**



**KEY MAP**

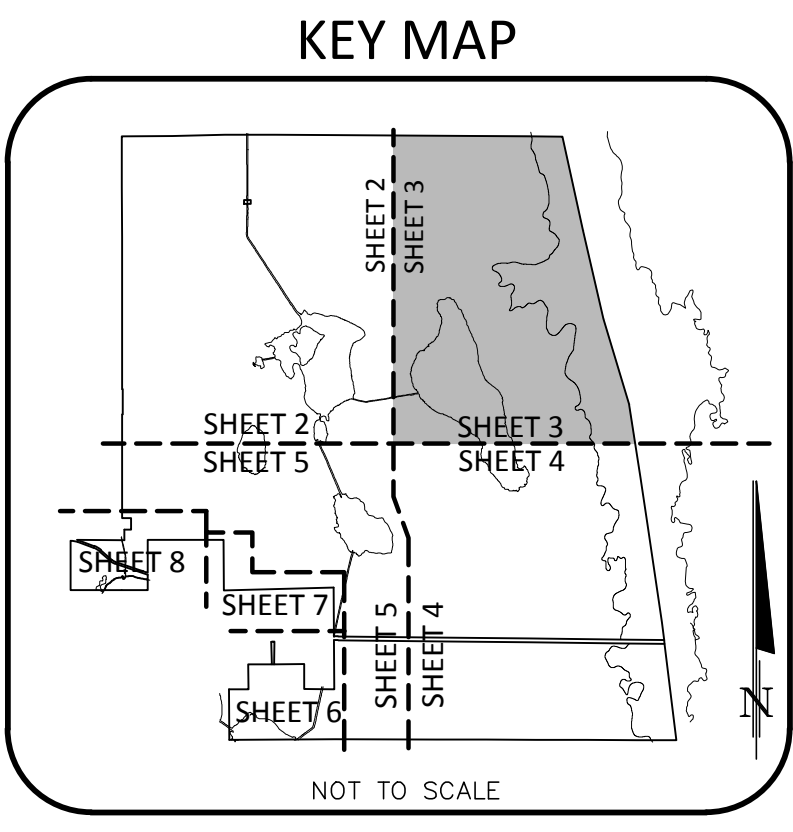
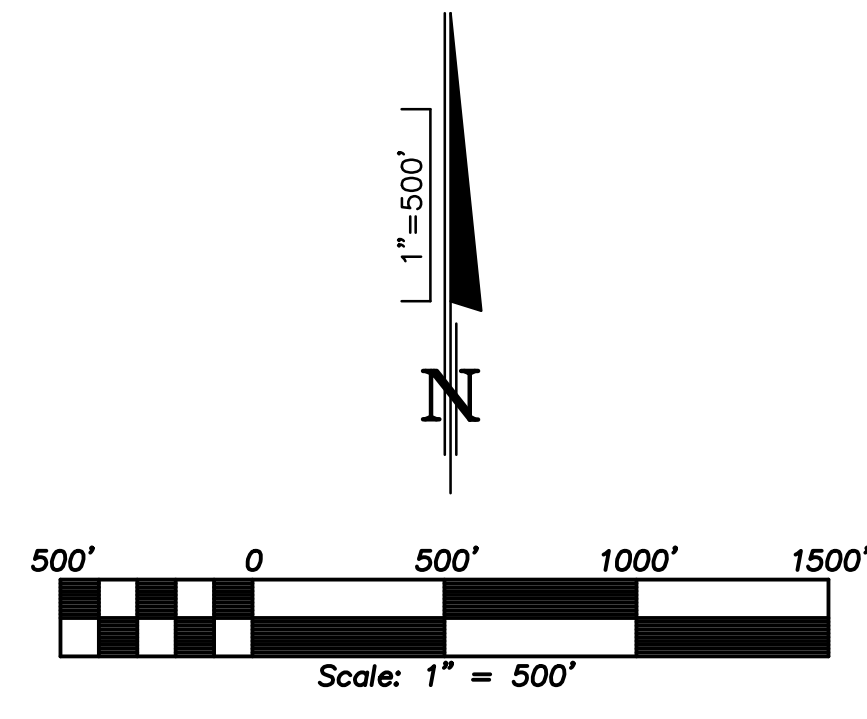
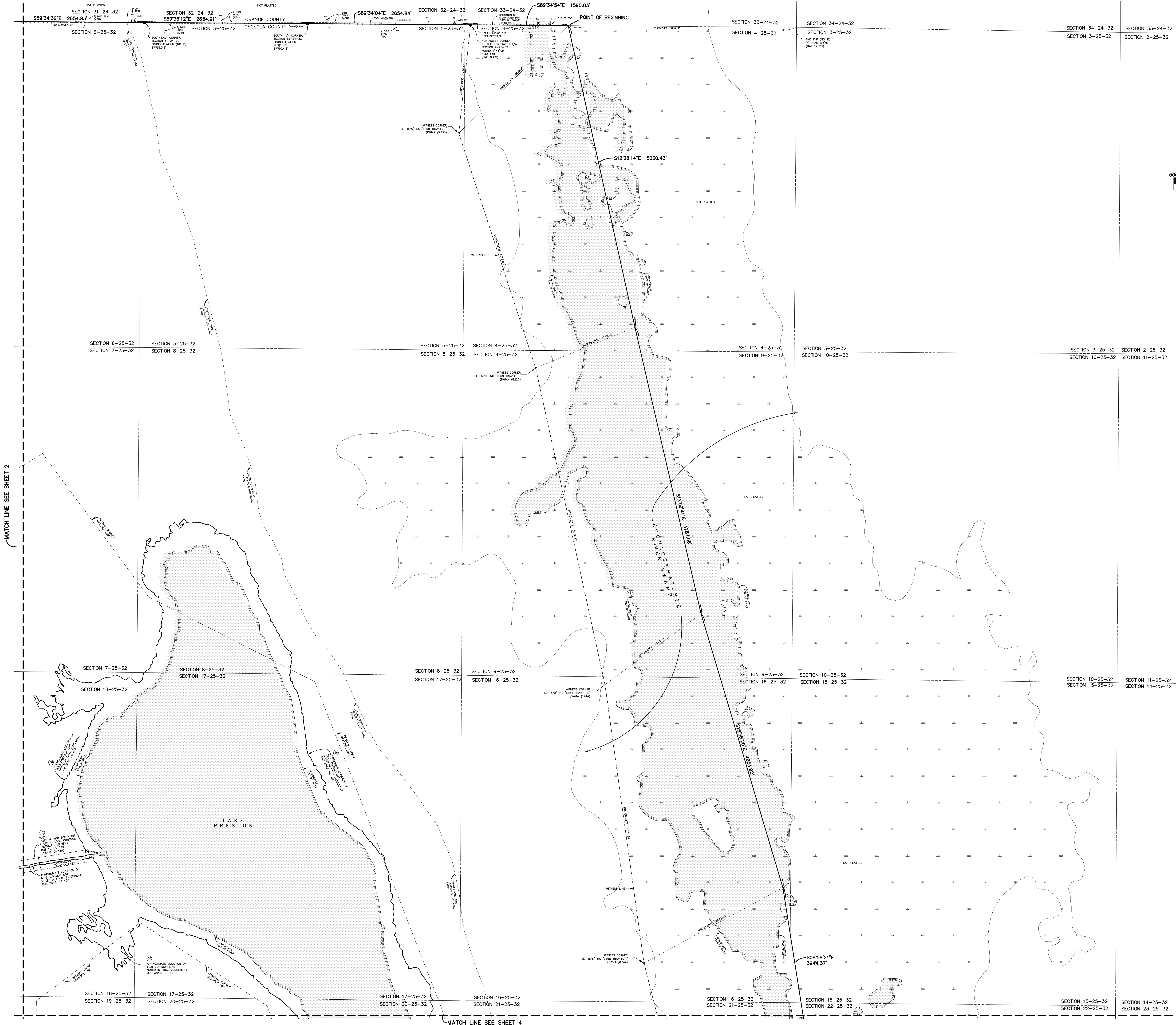


<b>DONALD W. MCINTOSH ASSOCIATES, INC.</b> ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088 CERTIFICATE OF AUTHORIZATION NO. 1888		<b>TAVISTOCK EAST HOLDINGS, LLC</b>
DRAWN BY: PH CHECKED BY: RC DATE: 12/2015	FIELD BOOKS: 1499 & 1505 SCALE: 1" = 500' JOB NUMBER: 1413A.0015	SHEET <b>2 OF 9</b> NORTH-EAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY
PREPARED FOR:		
CS# 15-209		
SHEET		
<b>2 OF 9</b>		
NORTH-EAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY (CS# 15-209)		
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# BOUNDARY SURVEY

(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)



MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 4

DONALD W. MCMINTOSH ASSOCIATES, INC.

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

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088  
CERTIFICATE OF AUTHORIZATION NO. 1888

DRAWN BY: PH DATE: 12/2015  
FIELD BOOKS: 1499 & 1505  
CHECKED BY: RC

JOB NUMBER: 14134.0015  
SCALE: 1" = 500'

NO.	DATE	DESCRIPTION

**TAVISTOCK EAST HOLDINGS, LLC**

PREPARED FOR:  
DIPAVIUS CS# 15-209

SHEET

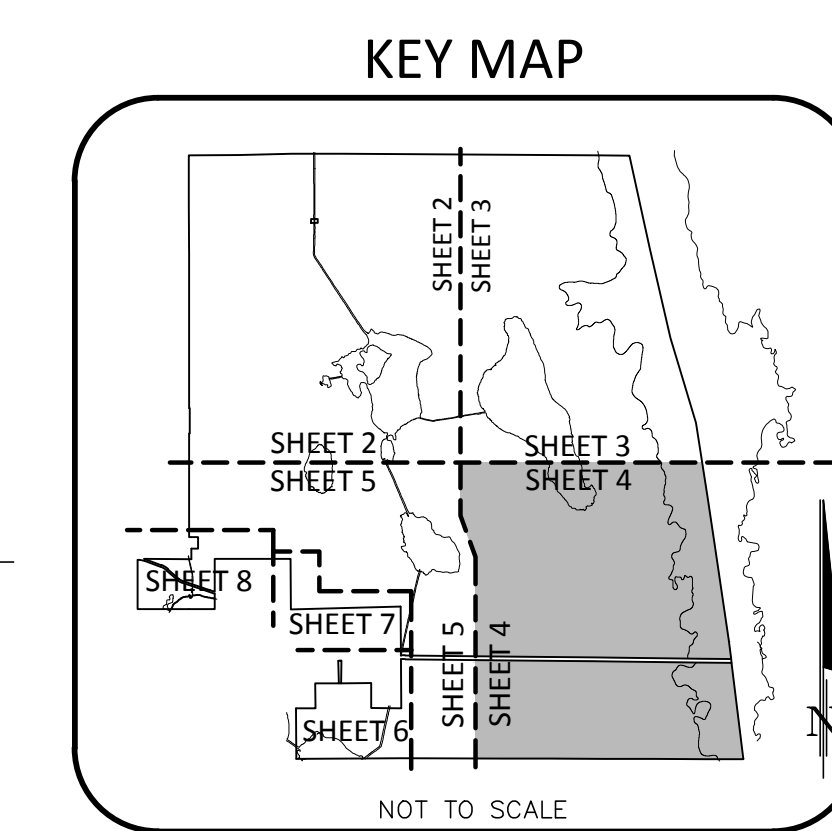
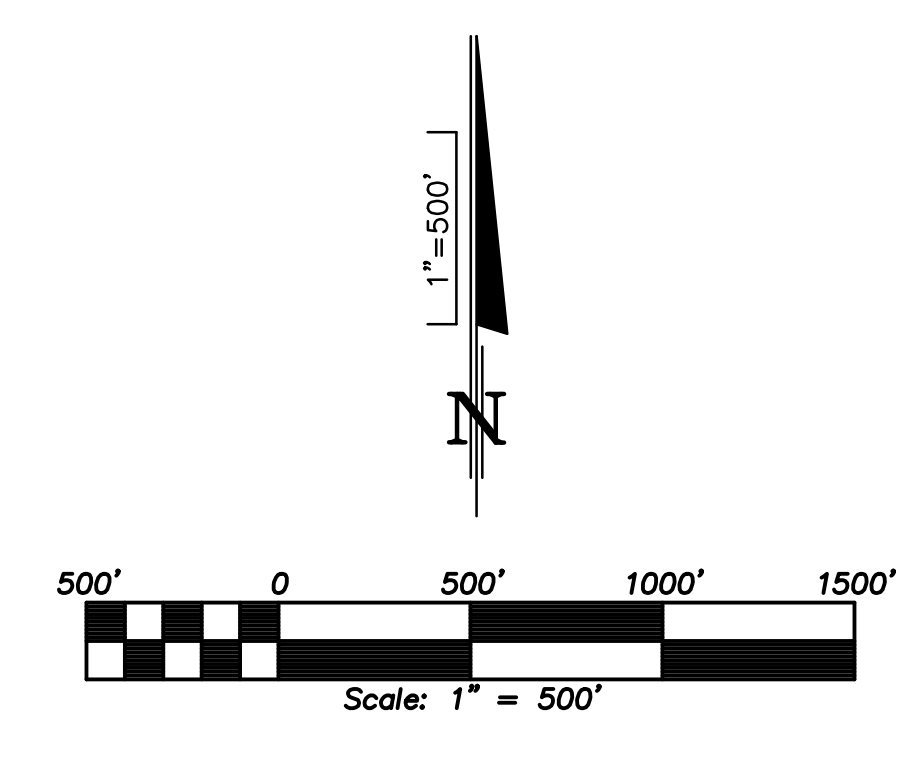
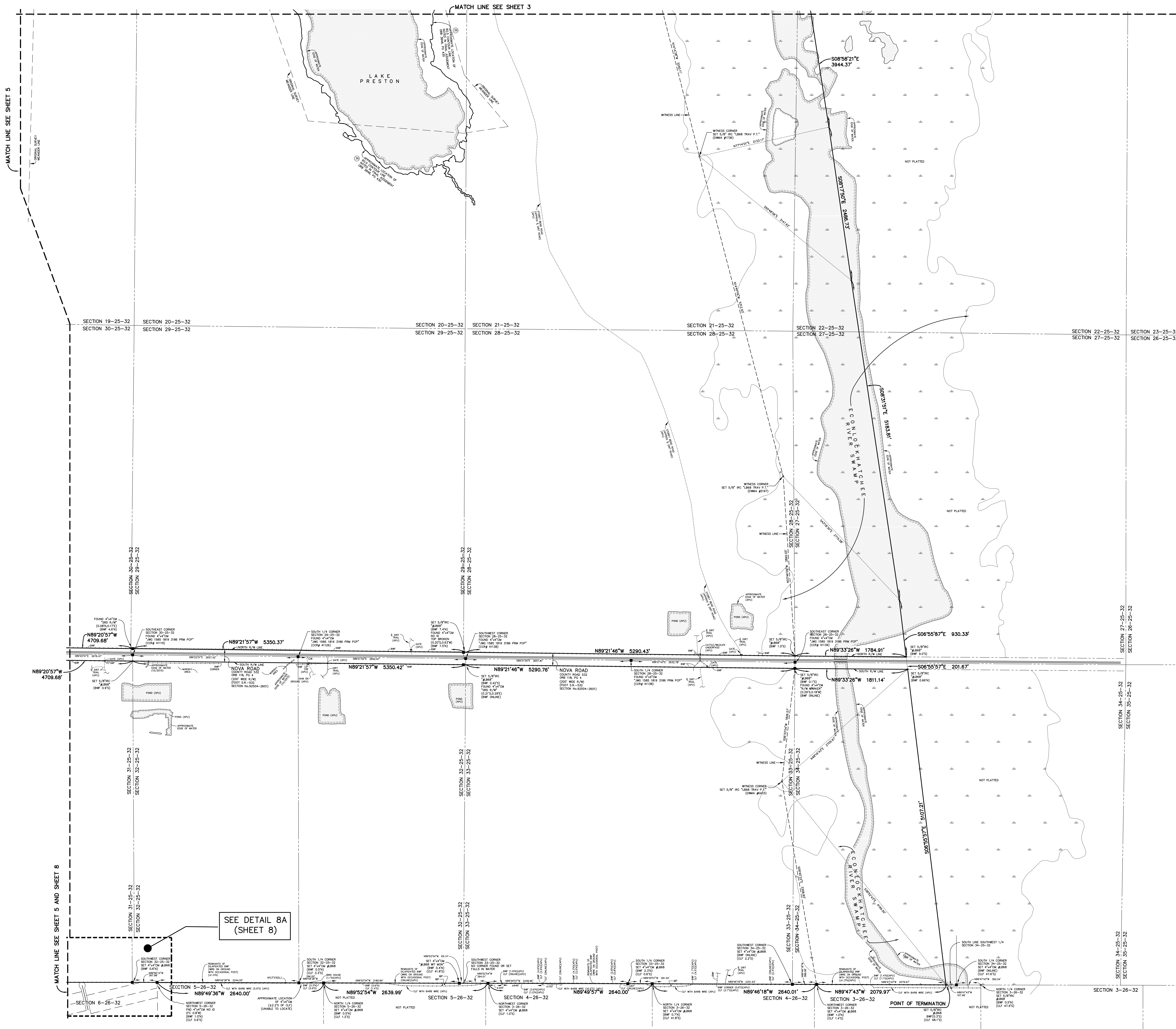
**3 OF 9** NORTHEAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY

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# BOUNDARY SURVEY

(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)



PREPARED FOR:  
TAVISTOCK EAST HOLDINGS, LLC

DATE: 12/2015

DRAWN BY: PH

CHECKED BY: RC

FIELD BOOKS: 1499 & 1505

SCALE: 1" = 500'

JOB NUMBER: 14134.0015

NO. 1 DATE: \_\_\_\_\_

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DONALD W. MCINTOSH ASSOCIATES, INC.

PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088

CERTIFICATE OF AUTHORIZATION NO. 1888

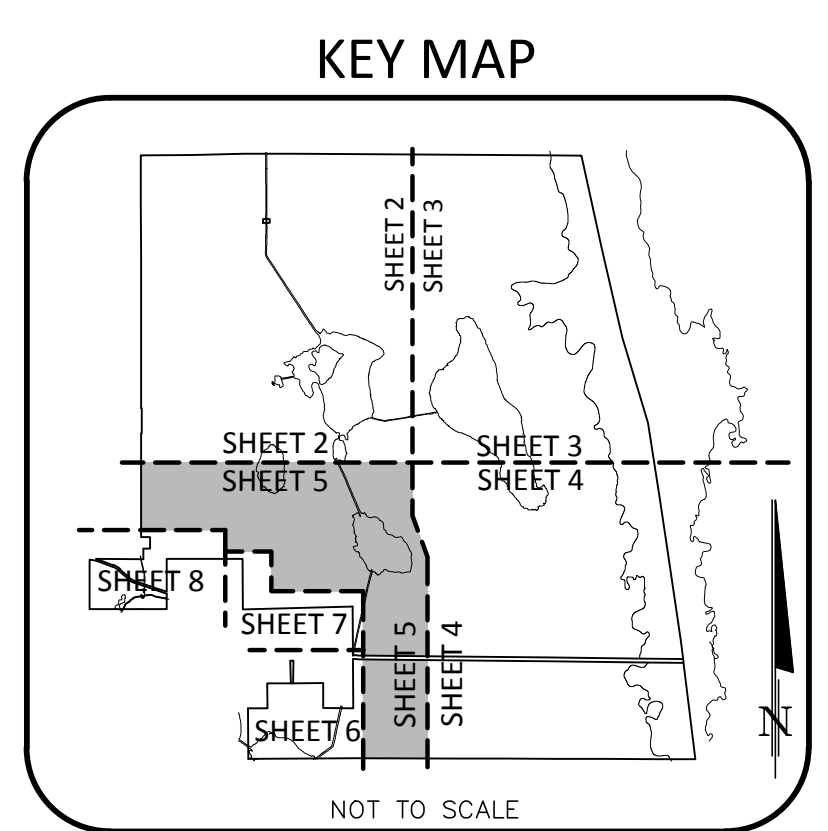
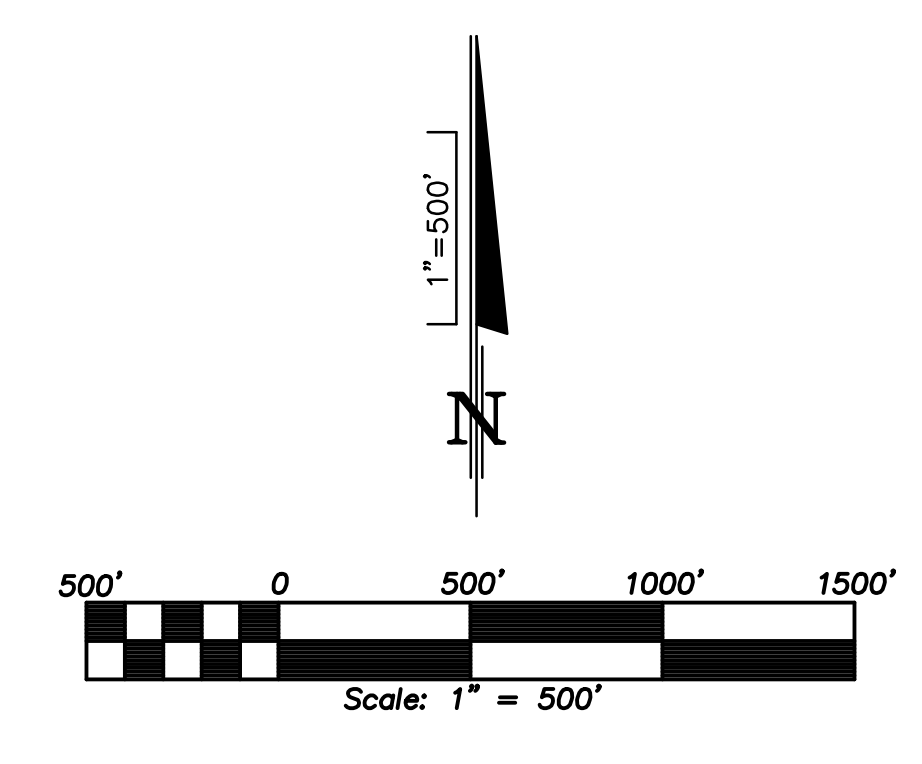
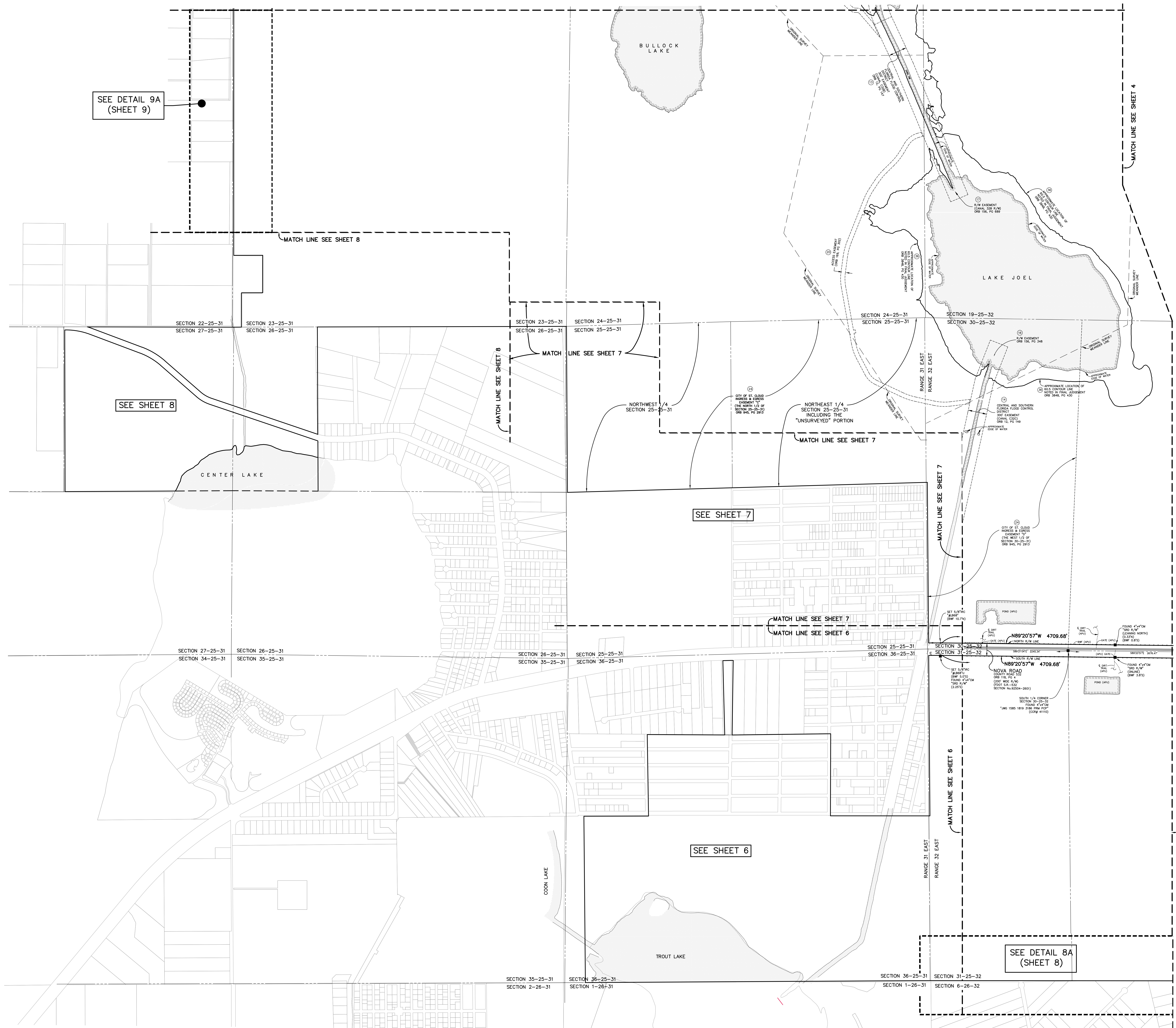
4 OF 9 SHEET

NORTHEAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY

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**BOUNDARY SURVEY**  
(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)

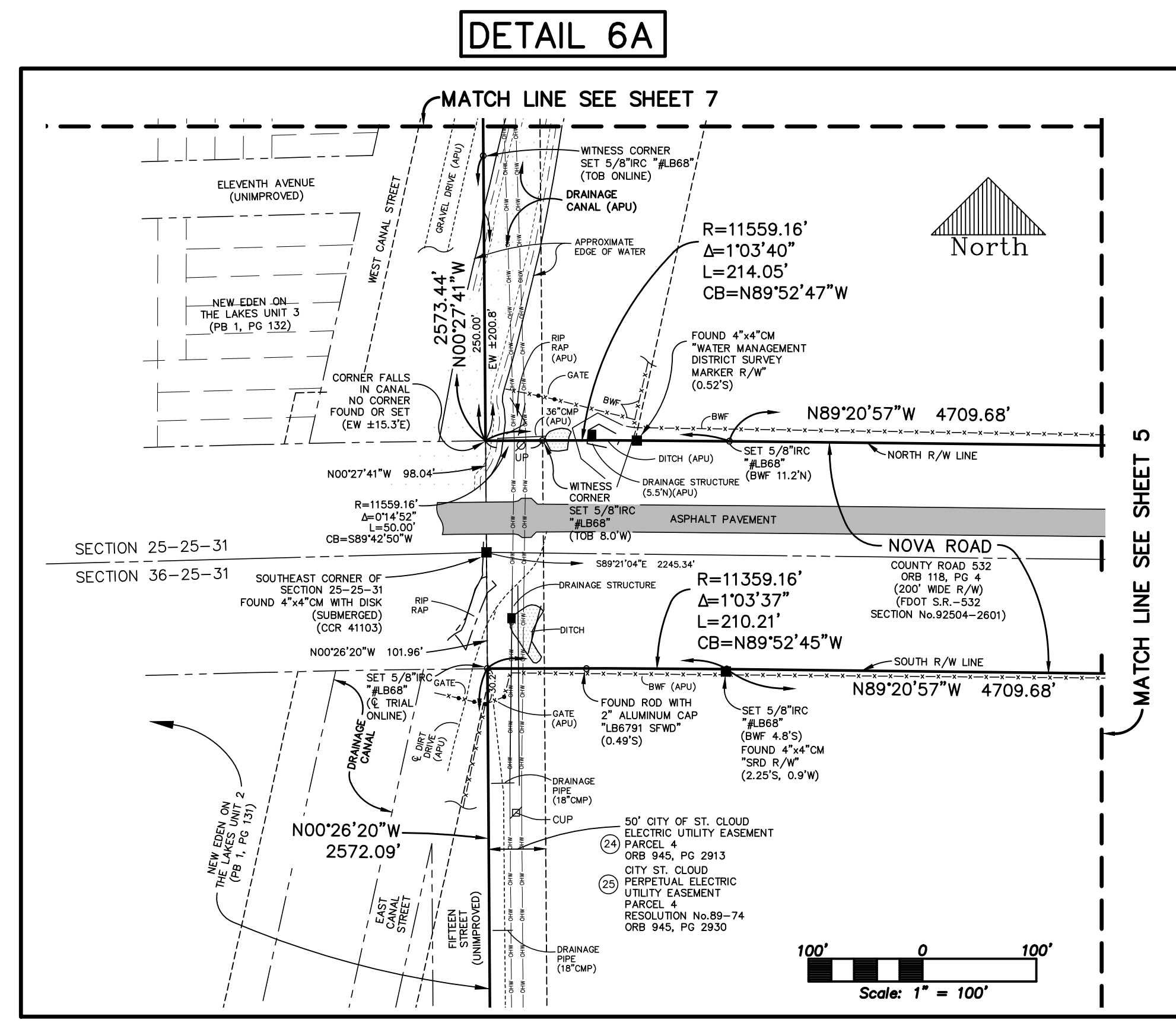
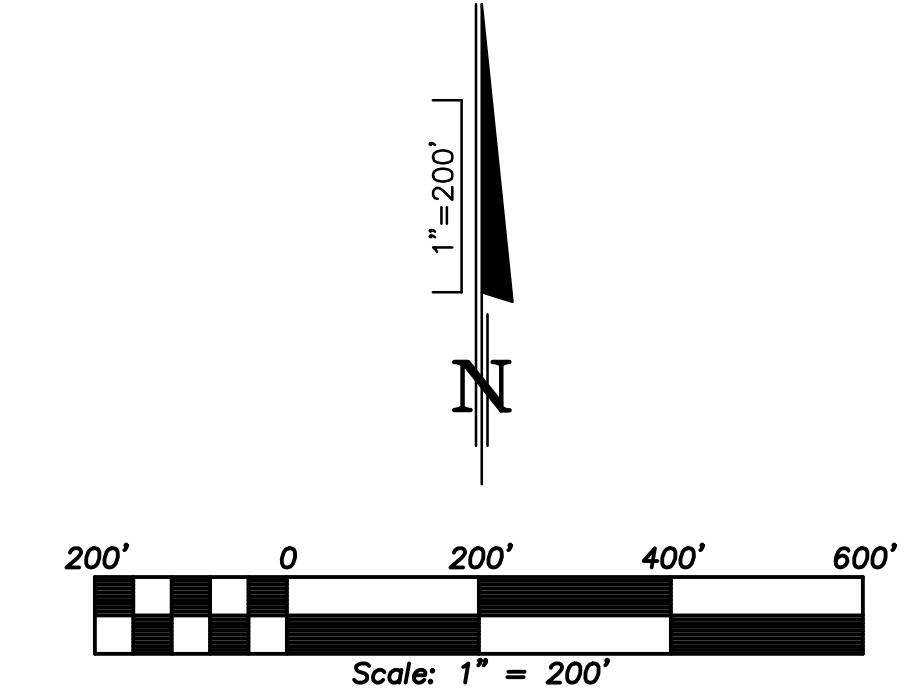
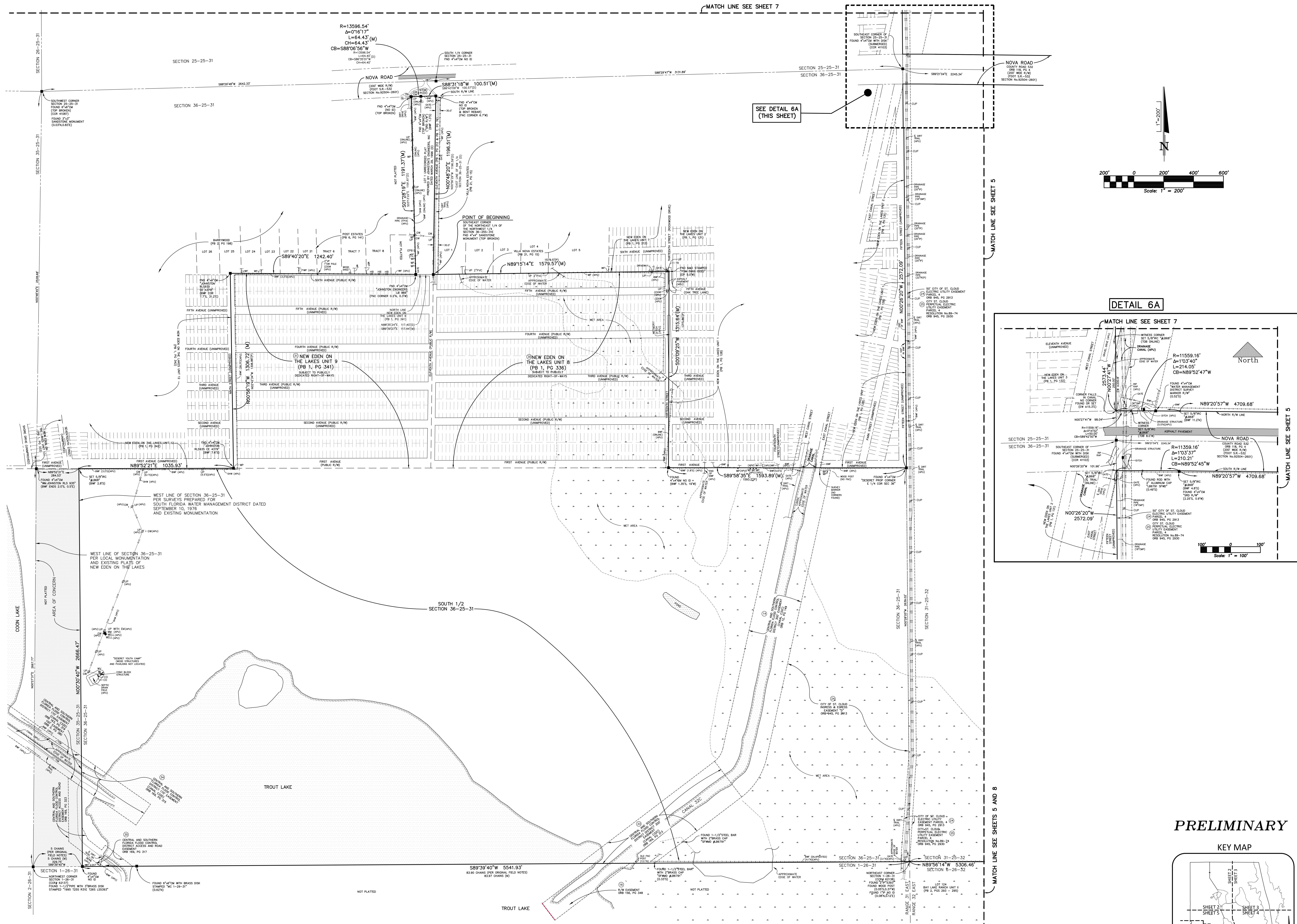


<p align="center"><b>DONALD W. McINTOSH ASSOCIATES, INC.</b> ENGINEERS, PLANNERS, SURVEYORS</p> <p align="center">2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088</p> <p align="center">CERTIFICATE OF AUTHORIZATION NO. 1888</p>		<p>NO. DATE DESCRIPTION REVISIONS</p>
<p>DRAWN BY: PH</p> <p>DATE: 12/2015</p>	<p>CHECKED BY: RC</p> <p>FIELD BOOKS: 1499 &amp; 1505</p> <p>SCALE: 1" = 500'</p> <p>JOB NUMBER: 14134.0015</p>	<p>NO. DATE DESCRIPTION REVISIONS</p>
<p align="center"><b>TAVISTOCK EAST HOLDINGS, LLC</b></p>		
<p>PREPARED FOR: NORtheast DISTRICT \ TAVISTOCK SITE BOUNDARY SURVEY</p>		
<p>CS# 15-209</p> <p>SHEET</p>	<p>5 OF 9</p>	<p>© 2015 Donald W. McIntosh Associates, Inc. All Rights Reserved. No part of this publication may be reproduced without the prior written permission of the publisher.</p>

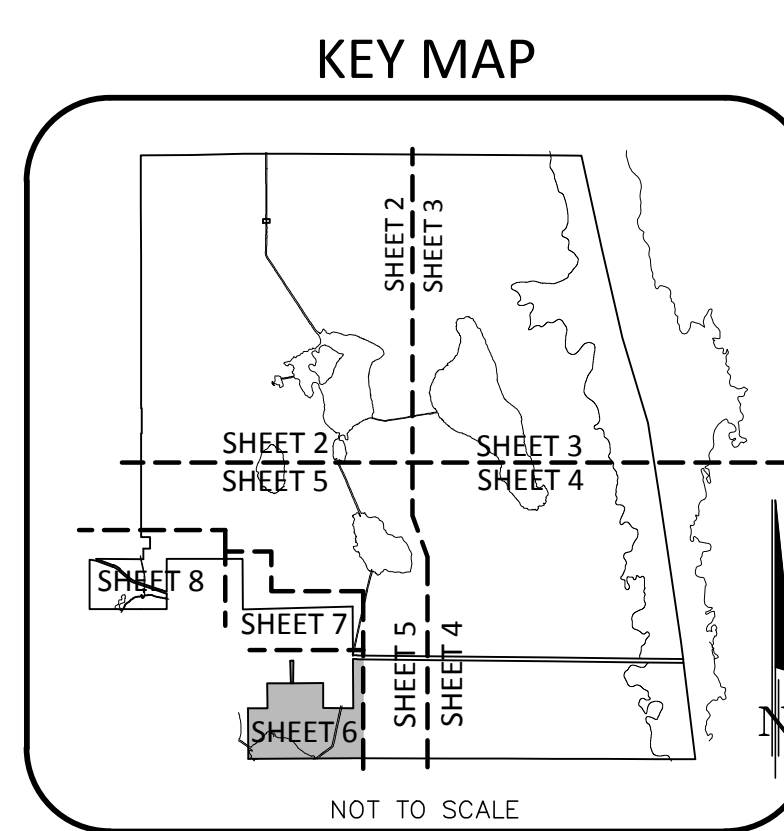


# BOUNDARY SURVEY

(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)



**PRELIMINARY**

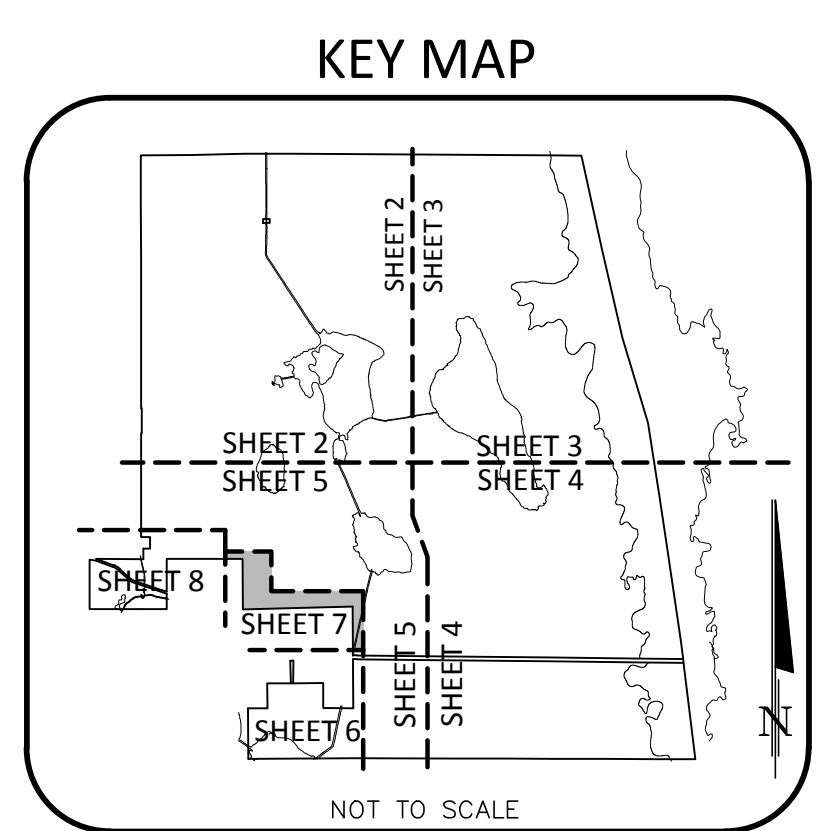
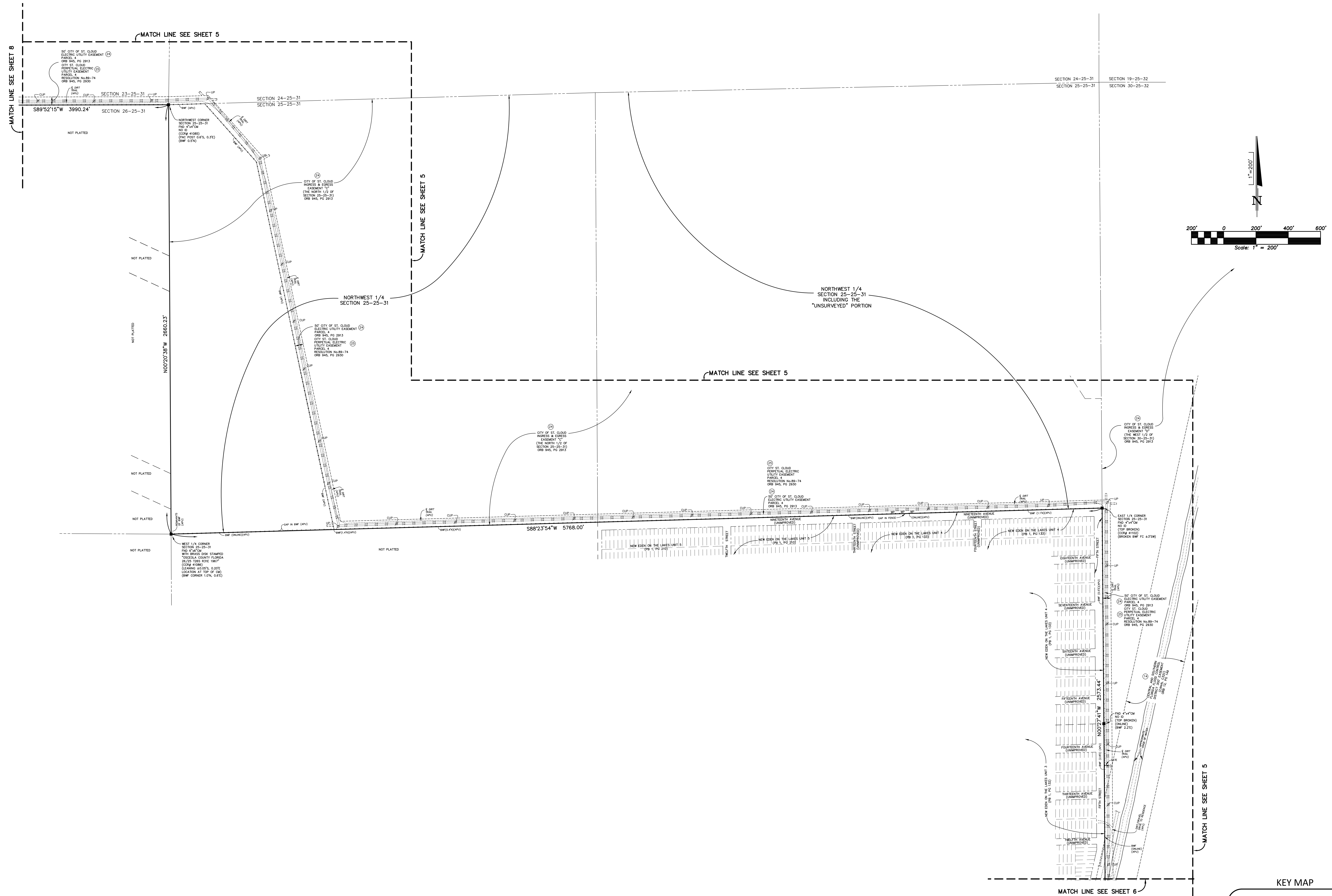


DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088 CERTIFICATE OF AUTHORIZATION NO. 1888		DONALD W. McINTOSH ASSOCIATES, INC. PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088 CERTIFICATE OF AUTHORIZATION NO. 1888	TAVISTOCK EAST HOLDINGS, LLC PREPARED FOR: CS# 15-209 SHEET 6 OF 9 NORTHEAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY
DRAWN BY: PH	CHECKED BY: RC	SCALE: 1" = 200'	JOB NUMBER: 14134.0015
DATE: 12/2015	FIELD BOOKS: 1499 & 1505	NO. 1 DATE:	DESCRIPTION:
		NO. 2 DATE:	REVISIONS:



# BOUNDARY SURVEY

(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)



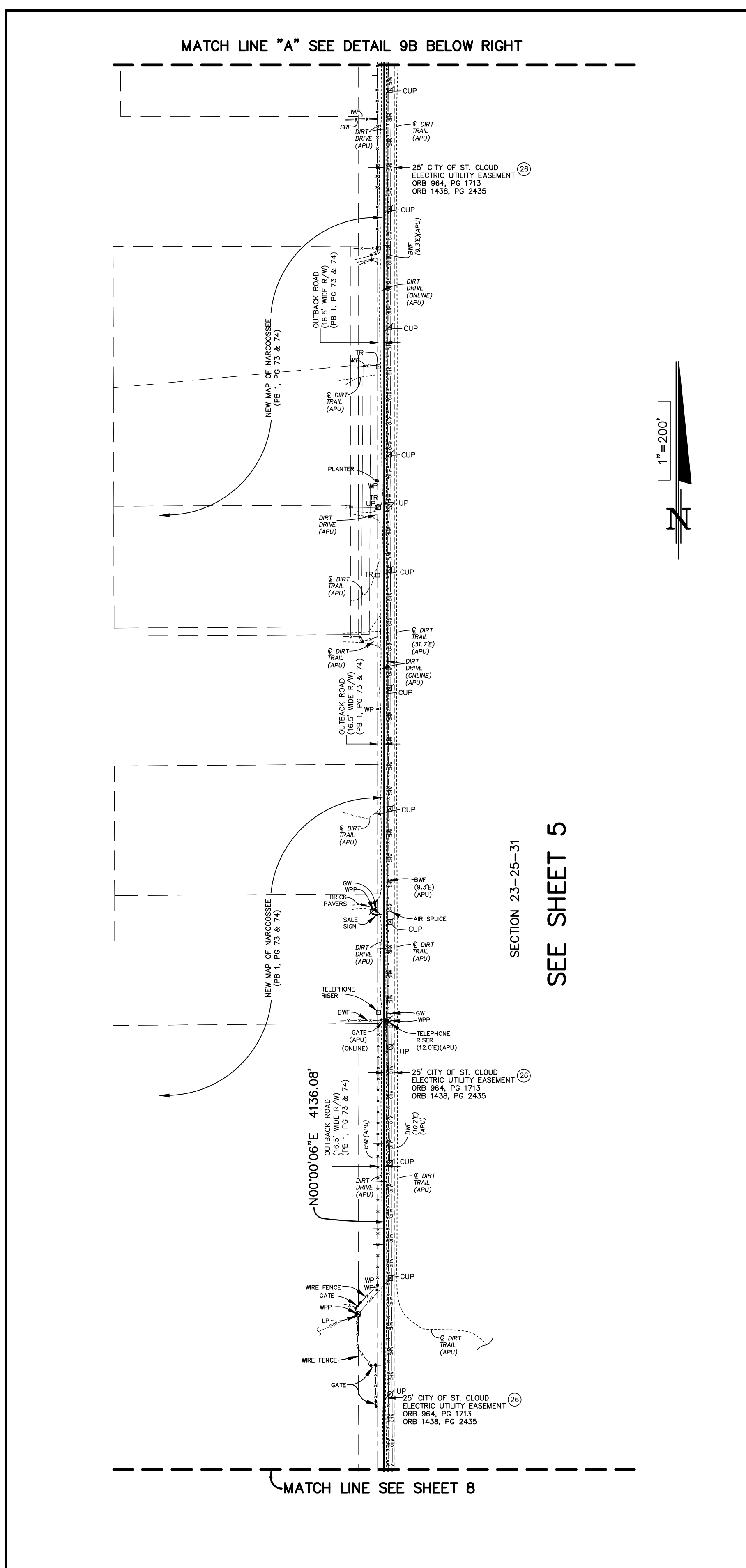
<b>DONALD W. MCMINTOSH ASSOCIATES, INC.</b> ENGINEERS, PLANNERS, SURVEYORS		<b>TAVISTOCK EAST HOLDINGS, LLC</b>	
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088		NORtheast DISTRICT \ TAVISTOCK SITE BOUNDARY SURVEY	
DATE: 12/2015	PH: _____	CHECKED BY: _____	RC: _____
SCALE: 1" = 200'	FIELD BOOKS: 1499 & 1505	JOB NUMBER: 1413A.0015	REVISIONS:
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PREPARED FOR:		SHEET	
CS# 15-209		7 OF 9	



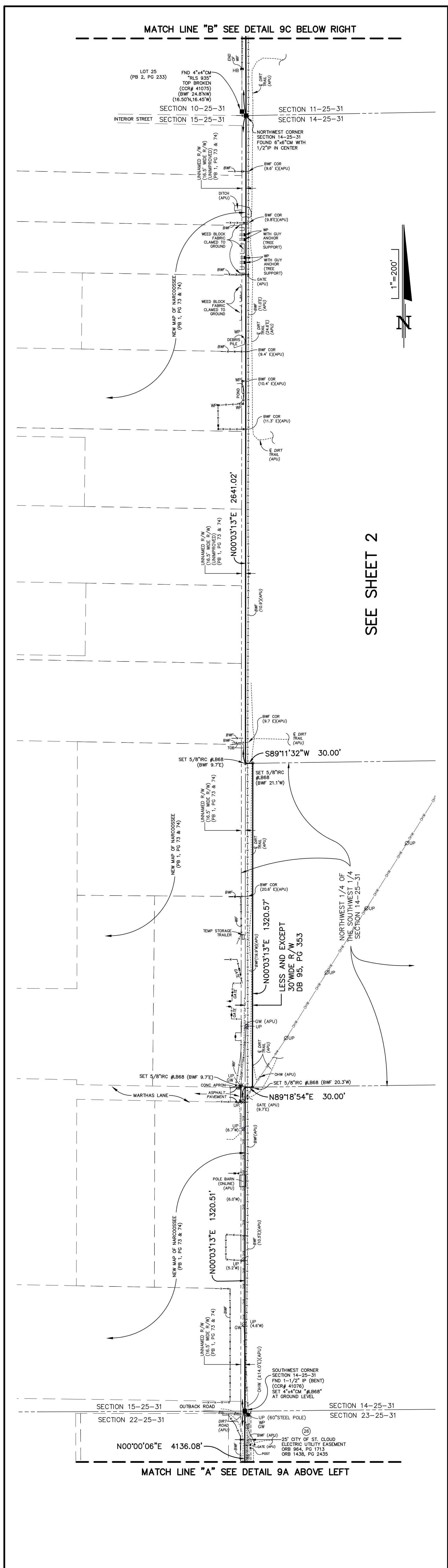


**BOUNDARY SURVEY**  
(SEE SHEET 1 FOR DESCRIPTION, NOTES, AND LEGEND)

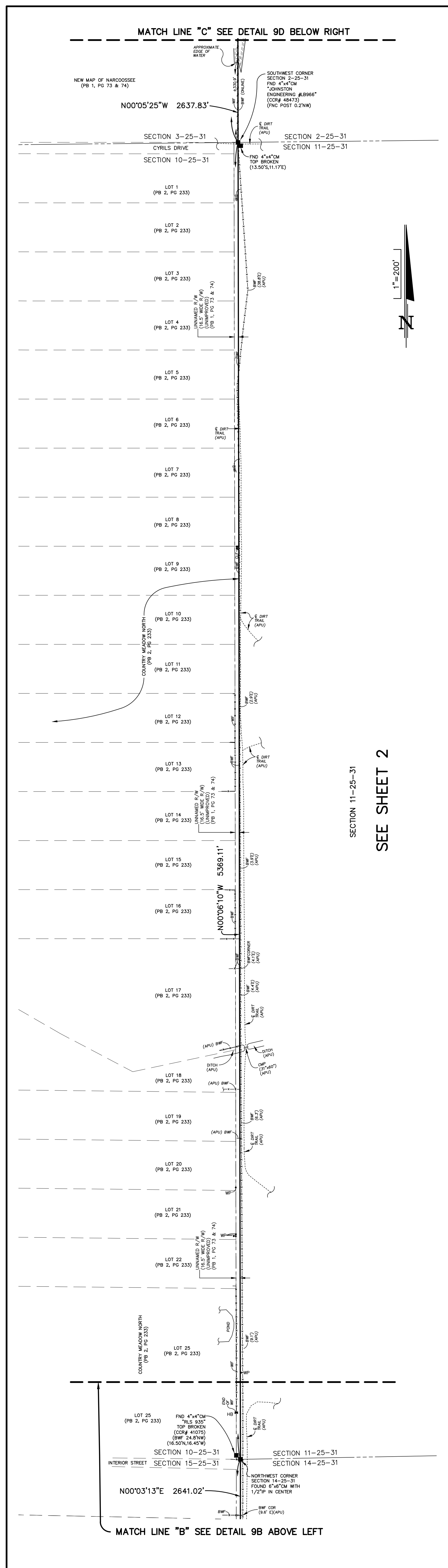
**DETAIL 9A**



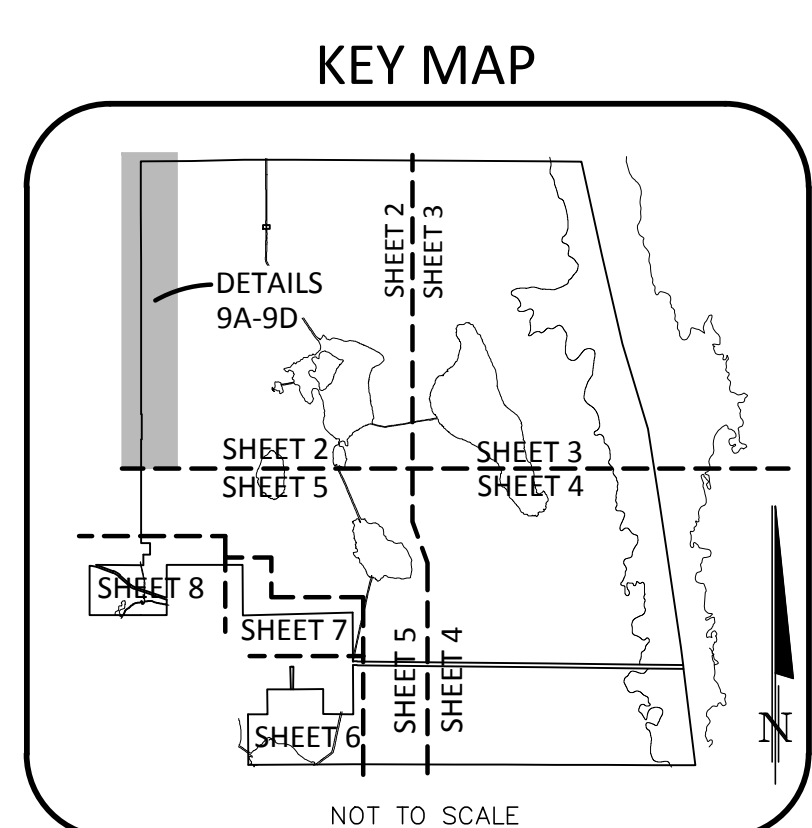
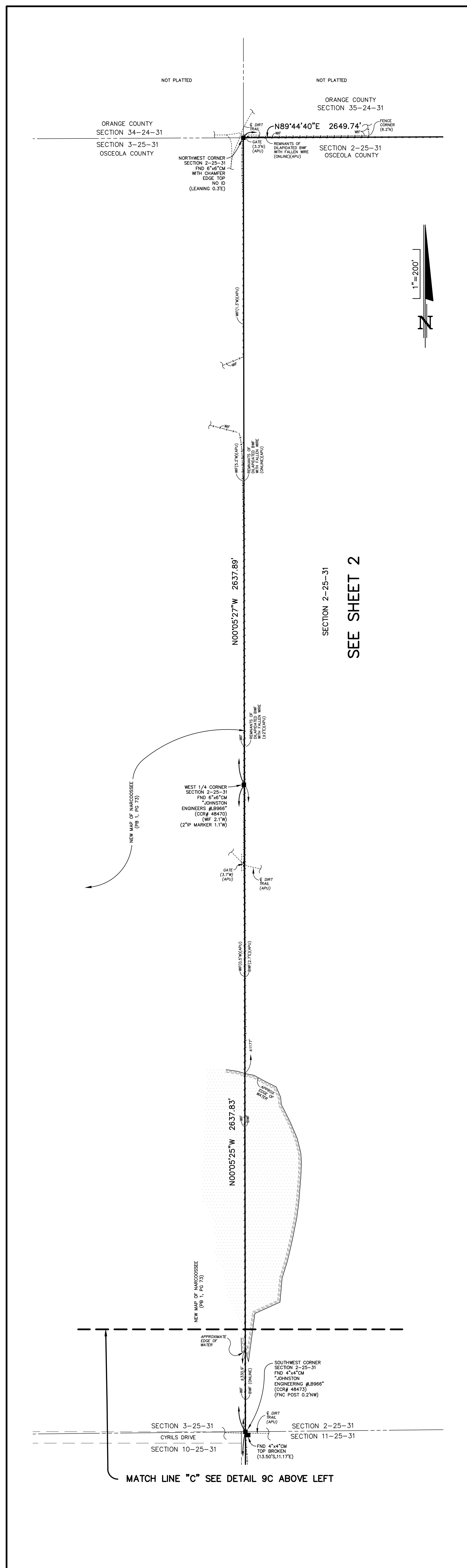
**DETAIL 9B**



**DETAIL 9C**



**DETAIL 9D**



<p><b>DONALD W. McINTOSH ASSOCIATES, INC.</b> ENGINEERS PLANNERS SURVEYORS 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4088 CERTIFICATE OF AUTHORIZATION NO. 1888</p>		<p><b>TAVISTOCK EAST HOLDINGS, LLC</b></p>
<p>DRAWN BY: PH DATE: 12/2015</p>	<p>CHECKED BY: RC FIELD BOOKS: 1499 &amp; 1505 SCALE: N/A</p>	<p>NO. 1 DATE: 1413A.0015 JOB NUMBER: 1413A.0015 SCALE: N/A</p>
<p>PREPARED FOR: <b>NORTHEAST DISTRICT TAVISTOCK SITE BOUNDARY SURVEY</b></p>		
<p>SHEET <b>9 OF 9</b></p>		
<p>PRINTED: Nov 16-May-2016 - 02:28PM C:\Users\ghof\AppData\LocalTemp\AS\PubMap_1602\Boundary Survey (CAD 1413A-85).dwg</p>		



# **Sunbridge Stewardship District**

**University of Florida Applied Research Agreement**

**MASTER RESEARCH AGREEMENT**  
UF Agreement

**THIS MASTER AGREEMENT** is entered into as of the date of the last signature on this Master Agreement (hereinafter the "Effective Date") by Sunbridge Stewardship District, an independent special district of the State of Florida, with offices located at 12051 Corporate Blvd Orlando, FL 32817 (hereinafter "District or Sponsor") and the University of Florida Board of Trustees, a public body corporate of the state of Florida with offices at Division of Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 (hereinafter "University"), each a "Party" and collectively referred to as the "Parties." ~~District or Sponsor~~ and University agree to the following.

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**BACKGROUND**

Pursuant to "Florida Interlocal Cooperation Act" 163.01 Florida Statutes, the District and the University, which are both entities of the state of Florida as set forth above, desire to assist each other and enter into this interlocal master research agreement. University's research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Master Agreement is aimed to produce results of mutual interest to the University and ~~District or Sponsor~~. Specifically, by advancing the instruction, research, and public service missions of the University and to ~~District or Sponsor~~ through support for its Program for Resource Efficient Communities and H<sub>2</sub>OSAV: Water Savings, Analytics and Verification program.

**ARTICLE 1 - RESEARCH WORK**

- 1.1 Research Efforts. University shall use diligent efforts to perform the research that the Parties describe in subsequent Task Orders (hereinafter "TO") to this Master Agreement (numbered serially), according to the standards of a United States institution of higher education. No TO or any modification to a TO is effective until authorized representatives of both parties have accepted and executed those understandings. Each TO executed under this Master Agreement represents a separate scope of research activity, hereinafter "TO Project".
- 1.2 Principal Investigator. Each TO shall name an individual who is responsible for the technical performance of the TO Project on behalf of University, hereinafter "Principal Investigator." If a Principal Investigator ceases to fulfill their duties as a Principal Investigator on an individual TO for any reason, University shall promptly notify ~~District or Sponsor~~, and University and ~~District or Sponsor~~ shall use good faith efforts to identify a mutually acceptable replacement Principal Investigator within sixty (60) days from the date such notification is received, failing which University or ~~District or Sponsor~~ may terminate the respective TO without consequence to this Master Agreement.
- 1.3 ~~District or Sponsor~~ Technical Representative. Each TO shall name an individual who is ~~District's or Sponsor's~~ principal representative for consultation and

communications with University and the Principal Investigator regarding technical matters that are involved with the TO Project hereinafter "~~District or Sponsor~~Sponsor Technical Representative". ~~District or Sponsor~~Sponsor may change its ~~District or Sponsor~~Sponsor Technical Representative upon ~~ten~~ (10) days' written notice to University.

- 1.4 Consultation. The ~~District or Sponsor~~Sponsor Technical Representative may consult informally with the TO Principal Investigator in person, by telephone, or by electronic means regarding the TO Project. University shall provide ~~District or Sponsor~~Sponsor Technical Representative with reasonable access to University facilities where the TO Project is being conducted, but the Principal Investigator of that TO will determine the exact time and manner of access.

## ARTICLE 2 – RECORDS AND REPORTS

- 2.1 Records. The Principal Investigator shall prepare and maintain records containing the Research Results (as defined in Subsection 5.1(b)), including laboratory notebooks, in accordance with customary University practice. During the duration of a TO under this Master Agreement and at the convenience of the Principal Investigator, the Principal Investigator shall provide the ~~District or Sponsor~~Sponsor Technical Representative with reasonable access to TO specific records. An authorized representative of ~~District or Sponsor~~Sponsor shall have the right during the term of the Master Agreement to inspect at reasonable and mutually agreed upon times the progress of any TO and all sites and facilities at which any TO is being performed.
- 2.2 Reports. The Principal Investigator shall deliver written progress reports to the ~~District or Sponsor~~Sponsor Technical Representative that assess the accomplishments of a TO Project according to the reporting schedule noted in the TO.

## ARTICLE 3 - COSTS, BILLINGS, AND OTHER SUPPORT

- 3.1 Each TO will address the following:
  - 3.1.1 Funding. Total Amount of obligated funding to University.
  - 3.1.2 Payment / Invoicing schedule. Fixed price lump sum schedule of payments.
  - 3.1.3 Performance Timelines. TO Performance dates.
  - 3.1.4 Scope of Activity. The University TO Project details.
  - 3.1.5 Reporting and Deliverables.
  - 3.1.6 Technical Representatives. University Principal Investigator and ~~District or Sponsor~~Sponsor Technical Representative, with contact information.
- 3.2 ~~District or Sponsor~~Sponsor shall make payments to the University of Florida and remit to:

University of Florida  
Revenue Team  
Contracts and Grants Accounting Services  
33 Tigert Hall  
P. O. Box 113001  
Gainesville, FL 32611-3001  
(352) 392-1235  
[cgrevenue@admin.ufl.edu](mailto:cgrevenue@admin.ufl.edu)

~~District or Sponsor~~Sponsor shall include the Master Agreement Identifier UF Agreement # ~~AGR00019828~~ and the specific TO number on all fiscal payments and correspondence.

3.3 University shall invoice the ~~District or Sponsor~~Sponsor according to the TO specifics to the following address:

~~Sunbridge Stewardship District~~  
~~PFM Group Consulting LLC~~  
12051 Corporate Blvd  
Orlando, FL 32817  
Phone (407) 723-5900  
Email: [waldenj@pfm.com](mailto:waldenj@pfm.com)

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University shall include the Master Agreement Identifier UF Agreement # ~~AGR00019828~~ and the specific TO number on all invoices and fiscal correspondence.

#### ARTICLE 4 – PUBLICATIONS; CONFIDENTIAL INFORMATION; PROPRIETARY MATERIALS

##### 4.1 Publications.

(a) Policy. Under University policy, University researchers must have the freedom to publish research results in journals, these, or dissertations and present the results at symposia or professional meetings. However, at least thirty (30) days prior to any submission for publication or presentation, University researchers will provide ~~District or Sponsor~~Sponsor copies of the proposed publication or presentation to allow ~~District or Sponsor~~Sponsor to determine whether patentable subject matter or ~~District's or Sponsor~~Sponsor's Confidential Information (defined in Subsection 4.2(a)) would be disclosed.

(b) Patentable Subject Matter. If ~~District or Sponsor~~Sponsor determines within thirty (30) days after receipt of the copies that the proposed presentation or publication contains patentable subject matter which needs protection, the researcher(s) shall refrain from making the presentation or publication for a maximum of three (3) months in order for University to file patent application(s).

(c) Confidential Information. If ~~District or Sponsor~~Sponsor determines within thirty

(30) days after receipt of the copies that the proposed presentation or publication contains ~~District's or Sponsor~~Sponsor's confidential information, the researcher(s) shall delete ~~District's or Sponsor~~Sponsor's confidential information.

(d) Publication. If ~~District or Sponsor~~Sponsor does not respond within the thirty (30) days, the researcher(s) may proceed with the presentation or publication.

#### 4.2 Confidential Information.

(a) Definition. "Confidential Information" means any confidential or proprietary information furnished by one Party ("Disclosing Party") to the other ("Receiving Party") in connection with a TO Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. For three (3) years after disclosure of Confidential Information, the receiving Party may only disclose Confidential Information to its directors, officers, employees, consultants, and contractors who are obligated to maintain its confidentiality and who need to know Confidential Information for the performance of a TO Project. University may refuse to accept any Confidential Information offered by ~~District or Sponsor~~Sponsor.

(c) Exceptions. The obligations of Subsection 4.2(b) do not apply to information that the Receiving Party can demonstrate (i) is publicly available; (ii) is independently known, developed, or discovered without use of Confidential Information; (iii) is made available by a third party without a known obligation of confidentiality to the Disclosing Party; (iv) is required to be disclosed to comply with a law, regulation, or court or administrative order provided that the receiving Party uses reasonable efforts to provide prior written notice of the disclosure.

(d) Ownership and Return. The Disclosing Party (or a third party entrusting its information to the disclosing Party) owns its Confidential Information. Upon expiration or termination of this Master Agreement or a TO, at the request of the Disclosing Party, the Receiving Party shall return all originals, copies, and summaries of Confidential Information in its possession or control, except that the Receiving Party may retain one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Master Agreement and such additional copies of or any computer records or files containing such Confidential Information that have been created solely by the Receiving Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the Receiving Party's standard archiving and back-up procedures, but not for any other use or purpose.

#### 4.3 Proprietary Materials.

(a) Definition. "Proprietary Materials" means any proprietary materials that one Party furnishes to the other Party in connection with performance of a TO Project. Proprietary Materials do not include materials that are developed in a TO Project. "TO Materials" means materials that are developed in a TO Project.

(b) Limited Use and Transfer. The recipient may use Proprietary Materials only for performance of the TO Project and only in compliance with applicable federal, state, and local laws and regulations. The recipient may not use Proprietary Materials in any in vivo experiments on human subjects. The recipient may not transfer any Proprietary Materials to any third party without the prior written consent of the supplier. University and the Principal Investigator reserve the right to refuse to accept any Proprietary Materials offered by ~~District or Sponsor~~Sponsor.

(c) Warranty Disclaimer. Proprietary Materials that are furnished pursuant to this Master Agreement are provided for experimental purposes and may have hazardous properties. NEITHER PARTY MAKES ANY REPRESENTATIONS AND EXTENDS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY PROPRIETARY MATERIALS, INCLUDING, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY ASSURANCES THAT THE USE OF PROPRIETARY MATERIALS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.

(d) Ownership and Return. The supplier (or any third party entrusting its materials to the supplier) owns its Proprietary Materials. Upon expiration or termination of this Master Agreement or at the request of the supplier, the recipient shall (at the instruction of supplier) either destroy or return any unused Proprietary Materials.

#### 4.4 Public Records.

The University understands and agrees that all documents of any kind provided to the ~~District or Sponsor~~Sponsor in connection with this Agreement may be public records and shall be treated as such in accordance with the ~~District's or Sponsor's~~Sponsor's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, the University shall permit such records to be inspected and copied by any person desiring to do so. ~~Failure of the University to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.~~

### ARTICLE 5 -- PROJECT INTELLECTUAL PROPERTY

#### 5.1 Definitions.

(a) "Intellectual Property" means: (i) discoveries, inventions, improvements, and prototypes whether patentable or not, including, software, copyrighted and copyrightable works other than publications and reports, trademarks, and service marks, which are conceived or made during performance of a TO Project and (ii) unpatented technology or information that was developed by the Principal Investigator, which relates to a TO Project, to the extent wholly owned and controlled by University of Florida Research Foundation, Inc. (UFRF).

(b) "Background Intellectual Property" means any Intellectual Property owned or controlled by a Party as of the Effective Date or conceived outside of the research conducted under this Agreement. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) “Research Results” means data and technical information that are obtained in performance of a TO Project. The term Research Results does not include Intellectual Property.

5.2 Ownership. University owns Intellectual Property that is conceived or made solely by employees of University (“University Intellectual Property”). ~~District or Sponsor~~Sponsor owns all Intellectual Property that is conceived or made solely by employees of ~~District or Sponsor~~Sponsor (“~~District or Sponsor~~Sponsor Intellectual Property”). University and ~~District or Sponsor~~Sponsor jointly own Intellectual Property that is conceived or made by employees of University and ~~District or Sponsor~~Sponsor (“Joint Intellectual Property”).

5.3 Disclosure. University shall provide ~~District or Sponsor~~Sponsor with written disclosure of University Intellectual Property promptly after it is disclosed by a University employee to University’s office of Tech Licensing (“OTL”) with the identifying TO that developed the Intellectual Property. ~~District or Sponsor~~Sponsor shall provide OTL with a written disclosure of any ~~District or Sponsor~~Sponsor Intellectual Property promptly after it is disclosed by a ~~District or Sponsor~~Sponsor employee to ~~District or Sponsor~~Sponsor. Each Party shall retain all Intellectual Property disclosures submitted by the other Party in confidence.

5.4 Patent Rights.

(a) University Responsibility. If ~~District or Sponsor~~Sponsor directs that a patent application for University Intellectual Property or Joint Intellectual Property be filed, University shall promptly prepare, file, and prosecute, at the expense of ~~District or Sponsor~~Sponsor (subject to Subsection 5.4(c)), patent rights for that Intellectual Property, using patent counsel reasonably acceptable to ~~District or Sponsor~~Sponsor. ~~District or Sponsor~~Sponsor and University shall cooperate to assure that patent applications cover, to the best of ~~District’s or Sponsor~~Sponsor’s knowledge, all items of commercial interest and importance. While University is responsible for making decisions regarding scope and content of the patent applications, ~~District or Sponsor~~Sponsor may review and provide input. University shall keep ~~District or Sponsor~~Sponsor reasonably apprised as to developments with respect to the patent applications and shall promptly supply to ~~District or Sponsor~~Sponsor copies of all papers received and filed in connection with the prosecution. If ~~District or Sponsor~~Sponsor decides to discontinue the financial support of the patent applications, University may file or continue prosecution and maintain any protection in the United States and any foreign countries at University’s sole expense with no further obligation to ~~District or Sponsor~~Sponsor.

(b) Cooperation. University and ~~District or Sponsor~~Sponsor shall cooperate in the preparation, filing, prosecution, and maintenance of all patent rights for University Intellectual Property and Joint Intellectual Property. Cooperation includes (i) promptly executing or requiring employees to execute papers and instruments as reasonable and appropriate; and (ii) promptly informing the other Party of matters that may affect the preparation, filing, prosecution, or maintenance of those patent rights.

(c) Payment of Expenses. Within thirty (30) days after University invoices ~~District or Sponsor~~, ~~District or Sponsor~~ shall reimburse University for all reasonable patent-related expenses incurred by University pursuant to Subsection 5.4(a). ~~District or Sponsor~~ may elect, upon sixty (60) days' advance written notice to University, to cease payment of the expenses associated with obtaining or maintaining that patent protection for one or more patent rights in one or more countries. In that event, ~~District or Sponsor~~ loses all rights under this Master Agreement with respect to patent rights in those countries.

5.5 Option Rights. University grants ~~District or Sponsor~~ a first right to negotiate a worldwide, royalty-bearing, exclusive license to University Intellectual Property or to University's rights in Joint Intellectual Property (the "Option Right"). ~~District's or Sponsor~~'s right commences when University notifies ~~District or Sponsor~~ pursuant to Section 5.3 and expires ninety (90) days later ("Option Period"). ~~District or Sponsor~~ may exercise the Option Right by written notice to OTL during the Option Period. If ~~District or Sponsor~~ does not exercise the Option Right during the Option Period, University may license its commercial rights under the relevant Intellectual Property to any third parties. If ~~District or Sponsor~~ exercises the Option Right, OTL and ~~District or Sponsor~~ shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license to University Intellectual Property or to University's rights in Joint Intellectual Property within six (6) months after Sponsor's exercise of the Option Right, University has no further obligation to ~~District or Sponsor~~ for that Intellectual Property.

5.6 Licenses. In any license OTL grants to ~~District or Sponsor~~ for University Intellectual Property or for University's rights in Joint Intellectual Property, among other customary license terms, the Parties shall include terms to obligate ~~District or Sponsor~~ to (a) develop the Intellectual Property diligently for practical application and (b) pay all patent costs.

5.7 Use of Research Results. Each Party may use Research Results for any purpose. However, in the case of ~~District or Sponsor~~, the use may not infringe any claim of a patent application or an issued patent included in University Intellectual Property rights for which ~~District or Sponsor~~ has failed to obtain a license as provided in Section 5.5.

5.8 Copyrightable Works. University or its employees own any copyrighted or copyrightable works (including reports and publications) that are created by University employees in the performance of the Project. University and the Principal Investigator grant ~~District or Sponsor~~ an irrevocable, royalty-free, nontransferable, non-exclusive right to copy and distribute any research reports that are furnished to ~~District or Sponsor~~ under this Master Agreement.

5.9 Research Partially Funded by Third Parties. If any patentable invention in the Intellectual Property has been funded by the federal government, this Master Agreement and the grant of any rights in that invention are governed by federal law set forth in 35 U.S.C. §§ 201-211 and corresponding regulations, as amended, or any successor statutes and regulations. If any Intellectual Property has been funded by a non-profit organization or state or local agency, this Master Agreement and the grant of rights in that Intellectual



Property are subject to the terms of the applicable agreement. If any term of this Master Agreement fails to conform to applicable law, regulations, or agreements, the relevant term is invalid and the Parties shall modify the term.

#### ARTICLE 6 - PUBLICITY

~~District or Sponsor~~Sponsor may not use the name of University or of any member of University's TO Project staff in any publicity, advertising, or news release without the prior written consent of University. Subject to Subsection 4.2(c)(iv), University may not use the name of ~~District or Sponsor~~Sponsor or any employee of ~~District or Sponsor~~Sponsor who is involved in any TO Project in any publicity, advertising, or news release without the prior written consent of ~~District or Sponsor~~Sponsor. Notwithstanding any other provision of this Agreement, both parties acknowledge that under Section 1004.22, Florida Statutes, University shall be free to release the title and short description of the TO Projects, the name of the Principal Investigator, and the amount and source of funding provided for the TO Projects, without prior approval of ~~District or Sponsor~~Sponsor.

#### ARTICLE 7 – WARRANTY DISCLAIMER; INDEMNITY

- 7.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS MASTER AGREEMENT, INCLUDING, THE PERFORMANCE OF, MATERIALS THAT ARE DEVELOPED IN OR RESULTS OF ANY TO PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR RESEARCH RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF A TO PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS MASTER AGREEMENT. UNIVERSITY PROVIDES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY RESEARCH RESULTS OR INTELLECTUAL PROPERTY RIGHTS. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF RESEARCH RESULTS, MATERIALS THAT ARE DEVELOPED IN A TO PROJECT OR INTELLECTUAL PROPERTY RIGHTS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 7.2 To the extent provided by law and without waiving any sovereign immunity it may enjoy, ~~District or Sponsor~~Sponsor shall indemnify, defend, and hold harmless University, its trustees, officers, employees, and agents against any liabilities, damages, or claims (including attorneys' fees) that arise out of the use or possession of any information, reports, data, materials, services, intellectual property, and deliverables that are produced under this Master Agreement, except any liability, damages, or claims that result from negligence or willful malfeasance by University, its trustees, officers, employees, and agents.
- 7.3 University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omission of University and the officers, employees, servants, and agents thereof while acting in the scope of their employment by University. University represents that it is self-funded for liability insurance with such protection being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment. University and ~~District or Sponsor~~Sponsor agree that

nothing contained herein shall be construed as denying to either party any remedy or defense available to such party under the laws of the State of Florida. University and ~~District or Sponsor~~Sponsor further agree that nothing contained herein shall be construed as a waiver of the sovereign immunity of the ~~District or Sponsor~~University, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

- 7.4 Each Party agrees to notify the other Party within thirty (30) days of receipt of any claims made for which the other Party might be liable under Sections 7.2 or 7.3, as the case may be. The liable Party will defend, negotiate, and settle such claims. The other Party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist therein; provided, however, that the liable Party will have final decision-making authority regarding all aspects of the defense of any claim. The Party seeking liability will provide the liable Party with such information and assistance as the liable Party may reasonably request, at the expense of the liable Party. Neither Party will be responsible or bound by any settlement of any third-party claim or suit made without its prior written consent; provided, however, that the liable Party will not unreasonably withhold or delay such consent. If a settlement contains an absolute waiver of liability for the liable Party, and each Party has acted in compliance with the requirements of this Section 7.4, then the liable Party's consent will be deemed given.
- 7.5 LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE OTHER PARTY OR PARTIES HERETO HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

#### ARTICLE 8 – DURATION AND TERMINATION

- 8.1 Duration and Termination. The duration of this Master Agreement is five (5) years from the execution of both Parties, or until terminated by a Party in accordance with the provisions of this Section 8.1. Either Party may terminate this Master Agreement without cause upon thirty (30) days' prior written notice to the other. Upon termination of this Master Agreement any TO Project that is still in progress may continue to full completion without an interruption of prior terms. Early termination of a TO Project must have a TO specific termination under the same notice timeline as prescribed in this clause 8.1.
- 8.2 Termination for Breach. If either Party commits a material breach of this Master Agreement or a TO and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Master Agreement and/or the breaching TO by written notice to the other Party, effective upon receipt. Termination of a TO for breach does not automatically terminate the Master Agreement. Termination of the Master Agreement is a separate action.
- 8.3 Surviving Terms. Expiration or termination of this Master Agreement by either Party does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination, except that ~~District's or Sponsor~~Sponsor's rights under Article 5 do not

survive termination for non-payment of any amounts due under this agreement or any other material breach by ~~District or Sponsor~~Sponsor. Except in the case of material breach by ~~District or Sponsor~~Sponsor, expiration or termination of this Master Agreement does not affect the Parties' rights and obligations under Articles 3, 4, 6, 7, 8, and 10 or any TO that continues beyond the termination of this Master Agreement.

8.4 Payments on Termination. If this Master Agreement is terminated prior to its expiration for any reason other than a material breach by University, then on the effective date of termination, ~~District or Sponsor~~Sponsor shall pay University for reasonable costs that were actually incurred by University through the date of termination or for the work that was performed through the date of termination in accordance with a TO.

#### ARTICLE 9 - NOTICES

The Parties shall provide notices for this Master Agreement in writing by email, recognized national overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the following addresses.

If to ~~District or Sponsor~~Sponsor

Administrative/Contractual:  
PFM Group Consulting LLC  
12051 Corporate Blvd  
Orlando, FL 32817  
(407) 723-5900

If to University:

Administrative/Contractual:  
Division of Sponsored Programs  
University of Florida  
207 Grinter Hall  
Gainesville, FL 32611-5500  
(352)-392-9267  
[ufawards@ufl.edu](mailto:ufawards@ufl.edu)

#### ARTICLE 10 -- MISCELLANEOUS

10.1 Independent Contractor. University and ~~District or Sponsor~~Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.

10.2 Insurance; Liability.

(a) University has adequate liability insurance for its officers, employees, and agents while acting within the scope of their employment. University has no liability insurance policy that can extend protection to any other person.

(b) Each Party assumes all risks of personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.

10.3 Governing Law. This Master Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Master Agreement in courts of competent jurisdiction in Osceola County, Florida.

- 10.4 Assignment. Neither Party may assign this Master Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Master Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 10.5 Master Agreement or TO Modification. The Parties may only modify this Master Agreement or TO by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A Purchase Order may only be used for billing purposes and for extending the end date of a TO Project. No other terms of this Agreement or a TO may be modified by terms included in a Purchase Order. The terms and conditions of such a Purchase Order do not apply, and such terms or conditions in a Purchase Order are null and void.
- 10.6 Force Majeure. Neither Party is responsible for delays resulting from causes reasonably beyond its control, including, fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Master Agreement with reasonable dispatch after the causes are removed.
- 10.7 Export Controls. The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Master Agreement. ~~District or Sponsor~~Sponsor shall notify University before providing University with any export controlled information or materials.
- 10.8 Dispute Resolution. For any dispute related to this Master Agreement that the Parties cannot resolve by mutual agreement, the Parties shall seek agreement through formal mediation in Osceola County, Florida, failing which either Party may pursue any remedies legally available.
- 10.9 Severability. If any provision of this Master Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Master Agreement, and the Parties shall negotiate in good faith to modify the Master Agreement to preserve (to the extent possible) their original intent.
- 10.10 Entire Agreement. This Master Agreement and any TO's or modifications thereto constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 10.11 Counterparts and Execution. The Parties may execute this Master Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

10.12 Headings. Headings are for convenience and do not affect the meaning of any provision of this Master Agreement.

*[Remainder of Page Left Intentionally Blank]*

THE PARTIES have caused this Master Agreement to be executed by their duly authorized representatives as shown below.

**SUNBRIDGE STEWARDSHIP DISTRICT**

**UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**

By: \_\_\_\_\_  
Authorized Signature

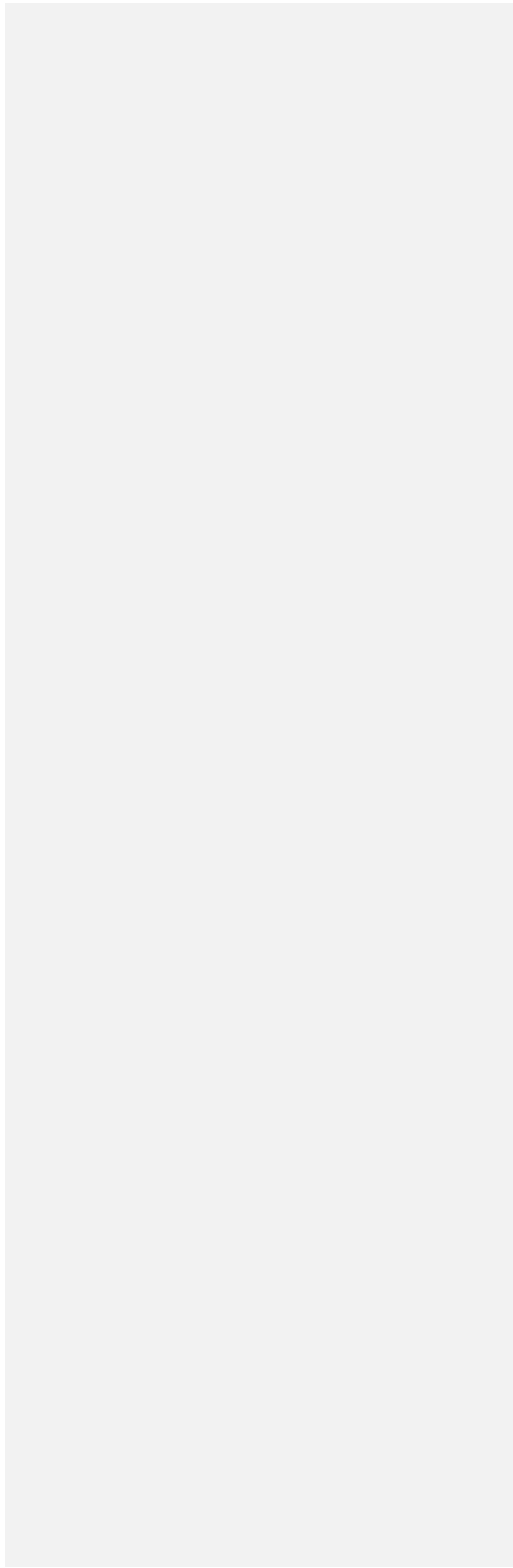
By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# **Sunbridge Stewardship District**

**Letter to South Florida Water  
Management District Regarding  
Sunbridge NED Cyrils Drive Phase 3**



Poulos & Bennett, LLC • 2602 E. Livingston Street • Orlando, Florida 32803 • (407) 487-2594 • [www.poulosandbennett.com](http://www.poulosandbennett.com)

December 18, 2020

Ms. Debra Laisure, P.E.  
South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406

Subject: Sunbridge NED Cyrils Drive Phase 3  
Application No. 201204-4811  
Poulos & Bennett Job No. 17-042

Dear Ms. Laisure:

Sunbridge Stewardship District will operate and maintain the proposed stormwater management system for Sunbridge NED Cyrils Drive Phase 3 under SFWMD application number 201204-4811.

Sincerely,

Richard Levey  
Chairman  
Sunbridge Stewardship District



**Sunbridge  
Stewardship District**

**Payment Authorization  
Nos. 109-115**

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 109**

10/30/2020

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Poulos &amp; Bennett</b> Engineering Services Through 09/30/2020	18-203(20)	\$ 52.00	FY 2020
<b>TOTAL</b>			<b>\$ 52.00</b>	
			52.00	FY 2020
			-	FY 2021

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 110**

11/6/2020

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Florida Department of Economic Opportunity</b> FY 2021 Special District Fee	83569	\$ 175.00	FY 2021
2	<b>Hopping Green &amp; Sams</b> General Counsel Through 09/30/2020	118217	\$ 4,188.40	FY 2020
3	<b>Osceola News-Gazette</b> Legal Advertising for Meeting on 11/05/2020	256491	\$ 91.97	FY 2021
4	<b>OUC</b> Acct: 5981605831 ; Service 10/02/2020 - 11/02/2020	--	\$ 18.33	FY 2021
<b>TOTAL</b>			<b>\$ 4,473.70</b>	
			4,188.40	FY 2020
			285.30	FY 2021

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 111**

11/13/2020

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
<b>1</b>	<b>Irrigation Systems</b> 6200 Even Cyrils Dr Irr ; Service 10/02/2020 - 11/02/2020	--	\$ 950.40	FY 2021
<b>2</b>	<b>PFM Group Consulting</b> DM Fee: November 2020	DM-11-2020-0029	\$ 5,833.33	FY 2021
<b>TOTAL</b>			<b>\$ 6,783.73</b>	
				-
				FY 2020
				6,783.73
				FY 2021

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 112**

11/20/2020

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year				
1	<b>PFM Group Consulting</b> October Postage	OE-EXP-11-42	\$ 4.00	FY 2021				
2	<b>VGlobalTech</b> November Website Maintenance	2089	\$ 100.00	FY 2021				
<b>TOTAL</b>			<b>\$ 104.00</b>					
				<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">FY 2020</td> </tr> <tr> <td style="text-align: center;">104.00</td> <td style="text-align: center;">FY 2021</td> </tr> </table>	-	FY 2020	104.00	FY 2021
-	FY 2020							
104.00	FY 2021							

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 113

12/4/2020

Item No.	Vendor	Invoice Number	General Fund
1	<b>Hopping Green &amp; Sams</b> General Counsel Through 10/31/2020	118679	\$ 5,506.01
2	<b>OUC</b> Acct: 5981605831 ; Service 11/02/2020 - 12/02/2020	--	\$ 18.33
3	<b>Poulos &amp; Bennett</b> Engineering Services Through 10/31/2020	18-203(21)	\$ 380.00
4	<b>VGlobalTech</b> December Website Maintenance	2166	\$ 100.00
		<b>TOTAL</b>	<b>\$ 6,004.34</b>

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 114

12/18/2020

Item No.	Vendor	Invoice Number	General Fund
<b>1</b>	<b>Irrigation Systems</b>		
	6200 Even Cyrils Dr Irr ; Service 11/02/2020 - 12/01/2020	Acct: 54823862	\$ 918.24
<b>2</b>	<b>PFM Group Consulting</b>		
	Reimbursables: November 2020	112963	\$ 11.23
	Reimbursables: November 2020	112964	\$ 33.11
	DM Fee: December 2020	DM-12-2020-0042	\$ 5,833.33
	Postage: November 2020	OE-EXP-12-45	\$ 1.50
<b>TOTAL</b>			<b>\$ 6,797.41</b>

Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 115

12/24/2020

Item No.	Vendor	Invoice Number	General Fund
1	<b>Department of Economic Opportunity</b> Late Fee	83569	\$ 25.00
2	<b>Hopping Green &amp; Sams</b> General Counsel Through 11/30/2020	119246	\$ 3,461.00
3	<b>Poulos &amp; Bennett</b> Engineering Services Through 11/30/2020	18-203(22)	\$ 100.00
		<b>TOTAL</b>	<b>\$ 3,586.00</b>

\_\_\_\_\_  
Board Member

Please Return To:  
Sunbridge Stewardship District  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817



# **Sunbridge Stewardship District**

## **District's Financial Position and Budget to Actual YTD**

**Sunbridge Stewardship District**  
**Statement of Financial Position**  
As of 11/30/2020

	General Fund	Capital Projects Fund	Utility Fund	Total
<b><u>Assets</u></b>				
<b><u>Current Assets</u></b>				
General Checking Account	\$1,643.52			\$1,643.52
Assessments Receivable	69,892.29			69,892.29
Deposits	240.00			240.00
Utility Revenue			\$172,941.28	172,941.28
Utility Operating			483,161.03	483,161.03
Utility Revenue System Development			83,835.00	83,835.00
Accounts Receivable			11,412.17	11,412.17
Total Current Assets	<u>\$71,775.81</u>	<u>\$0.00</u>	<u>\$751,349.48</u>	<u>\$823,125.29</u>
<b><u>Property, Plant &amp; Equipment</u></b>				
Fixed Assets - Other			\$2,000.00	\$2,000.00
Total Property, Plant & Equipment	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
<b>Total Assets</b>	<b><u>\$71,775.81</u></b>	<b><u>\$0.00</u></b>	<b><u>\$753,349.48</u></b>	<b><u>\$825,125.29</u></b>
<b><u>Liabilities and Net Assets</u></b>				
<b><u>Current Liabilities</u></b>				
Accounts Payable	\$37,828.62			\$37,828.62
Deferred Revenue	69,892.29			69,892.29
Accounts Payable			\$65,222.66	65,222.66
Due to Developer			150,000.00	150,000.00
Deposits			17,823.04	17,823.04
Accrued Expenses Payable			7,500.00	7,500.00
Total Current Liabilities	<u>\$107,720.91</u>	<u>\$0.00</u>	<u>\$240,545.70</u>	<u>\$348,266.61</u>
<b><u>Long Term Liabilities</u></b>				
System Dev. Charge - Water			\$431,250.00	\$431,250.00
System Dev. Charge - Wastewater			282,555.00	282,555.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$713,805.00</u>	<u>\$713,805.00</u>
<b>Total Liabilities</b>	<b><u>\$107,720.91</u></b>	<b><u>\$0.00</u></b>	<b><u>\$954,350.70</u></b>	<b><u>\$1,062,071.61</u></b>
<b><u>Net Assets</u></b>				
Net Assets, Unrestricted	(\$44,085.70)			(\$44,085.70)
Current Year Net Assets, Unrestricted	(300.00)			(300.00)
Net Assets - General Government	29,036.52			29,036.52
Current Year Net Assets - General Government	(20,595.92)			(20,595.92)
Net Assets, 270			(\$167,736.82)	(167,736.82)
Current Year Net Assets, 270			(33,264.40)	(33,264.40)
<b>Total Net Assets</b>	<b><u>(\$35,945.10)</u></b>	<b><u>\$0.00</u></b>	<b><u>(\$201,001.22)</u></b>	<b><u>(\$236,946.32)</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$71,775.81</u></b>	<b><u>\$0.00</u></b>	<b><u>\$753,349.48</u></b>	<b><u>\$825,125.29</u></b>

# Sunbridge Stewardship District

## Statement of Activities

As of 11/30/2020

	General Fund	Capital Projects Fund	Utility Fund	Total
<b><u>Revenues</u></b>				
On-Roll Assessments	\$283.34			\$283.34
Developer Contributions	5,381.00			5,381.00
Inter-Fund Transfers In	(300.00)			(300.00)
Inter-Fund Transfers In		\$300.00		300.00
Water - Residential Customers			\$10,913.88	10,913.88
Water - Commercial Customers			5,263.71	5,263.71
Wastewater - Residential Customers			13,049.15	13,049.15
Admin Late Fees			80.00	80.00
Inspection Fees			195,145.27	195,145.27
Plan Review Fees			10,184.00	10,184.00
Meter Installations Fees			54,600.00	54,600.00
Backflow Installation Fees			10,115.00	10,115.00
Wastewater Install/Connection			14,625.00	14,625.00
Initial Connection Fees			6,950.00	6,950.00
Other Income & Other Financing Sources			126,248.09	126,248.09
Total Revenues	\$5,364.34	\$300.00	\$447,174.10	\$452,838.44
<b><u>Expenses</u></b>				
D&O Insurance	\$2,421.00			\$2,421.00
Management	11,666.66			11,666.66
Assessment Administration	7,500.00			7,500.00
Postage & Shipping	4.00			4.00
Legal Advertising	364.87			364.87
Web Site Maintenance	200.00			200.00
Dues, Licenses, and Fees	175.00			175.00
Electric	18.33			18.33
General Insurance	2,960.00			2,960.00
Irrigation	950.40			950.40
Engineering			\$22,916.63	22,916.63
District Counsel			746.00	746.00
ContractServices - Accounting			18,333.37	18,333.37
Contractual Services			124,194.22	124,194.22
Water			28,930.40	28,930.40
Inspection Expense			195,169.76	195,169.76
Plan Review Expense			10,184.00	10,184.00
Meter Installation Expense			50,468.75	50,468.75
Backflow Installation Expense			9,753.75	9,753.75
Wastewater Connection Expense			14,025.00	14,025.00
Miscellaneous Customer Service Expense			5,546.25	5,546.25
Miscellaneous Expense			170.37	170.37
Total Expenses	\$26,260.26	\$0.00	\$480,438.50	\$506,698.76
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Change In Net Assets</b>	(\$20,895.92)	\$300.00	(\$33,264.40)	(\$53,860.32)
<b>Net Assets At Beginning Of Year</b>	(\$15,049.18)	(\$300.00)	(\$167,736.82)	(\$183,086.00)
<b>Net Assets At End Of Year</b>	(\$35,945.10)	\$0.00	(\$201,001.22)	(\$236,946.32)

**Sunbridge Stewardship District**  
**Budget to Actual**  
**For the Month Ending 11/30/2020**

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 283.34	\$ 34,479.16	\$ (34,195.82)	\$ 206,875.00
Developer Contributions	5,381.00	-	5,381.00	-
<b>Net Revenues</b>	<b>\$ 5,664.34</b>	<b>\$ 34,479.16</b>	<b>\$ (28,814.82)</b>	<b>\$ 206,875.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
D&O Insurance	\$ 2,421.00	\$ 450.00	\$ 1,971.00	\$ 2,700.00
Trustee Services	-	1,000.00	(1,000.00)	6,000.00
Management	11,666.66	11,666.66	-	70,000.00
Engineering	-	2,000.00	(2,000.00)	12,000.00
Dissemination Agent	-	833.34	(833.34)	5,000.00
District Counsel	-	4,166.66	(4,166.66)	25,000.00
Assessment Administration	7,500.00	1,250.00	6,250.00	7,500.00
Reamortization Schedules	-	20.84	(20.84)	125.00
Audit	-	1,000.00	(1,000.00)	6,000.00
Travel and Per Diem	-	83.34	(83.34)	500.00
Telephone	-	33.34	(33.34)	200.00
Postage & Shipping	4.00	50.00	(46.00)	300.00
Copies	-	83.34	(83.34)	500.00
Legal Advertising	364.87	1,333.34	(968.47)	8,000.00
Web Site Maintenance	200.00	400.00	(200.00)	2,400.00
Dues, Licenses, and Fees	175.00	162.50	12.50	975.00
Electric	18.33	-	18.33	-
General Insurance	2,960.00	533.34	2,426.66	3,200.00
Irrigation	950.40	-	950.40	-
Landscaping Maintenance & Material	-	6,333.34	(6,333.34)	38,000.00
Contingency	-	1,079.12	(1,079.12)	6,475.00
Lighting	-	2,000.00	(2,000.00)	12,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 26,260.26</b>	<b>\$ 34,479.16</b>	<b>\$ (8,218.90)</b>	<b>\$ 206,875.00</b>
<b>Total Expenses</b>	<b>\$ 26,260.26</b>	<b>\$ 34,479.16</b>	<b>\$ (8,218.90)</b>	<b>\$ 206,875.00</b>
<b>Net Income (Loss)</b>	<b>\$ (20,595.92)</b>	<b>\$ -</b>	<b>\$ (20,595.92)</b>	<b>\$ -</b>