

***ANTHEM PARK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package
Regular Meeting

Date/Time:
Wednesday, September 2, 2026
9:30 A.M.

Location:
Anthem Park Clubhouse
2090 Continental Street
St. Cloud, Florida 34769

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval, or adoption.

Anthem Park Community Development District

c/o Kai

2502 N. Rocky Point Dr. Suite 1000

Tampa, FL 33607

813-565-4663

Board of Supervisors

Anthem Park Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Anthem Park Community Development District is scheduled for **Wednesday, September 2, 2026**, at **9:30 A.M.** at the **Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Andy Mendenhall

Andy Mendenhall

District Manager

813-565-4663

CC: Attorney
Engineer
District Records

District: ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday, September 2, 2026

Time: 9:30 A.M.

Location: Anthem Park Clubhouse
2090 Continental Street
St. Cloud, Florida 34769

Supervisor	Position	
Blair Possenriede	Chairman	
Sarah Kubik Kraeuter	Vice Chair	
Yasiris Santos Nieves	Assistant Secretary	
Linda Ellens	Assistant Secretary	
Gail Dee	Assistant Secretary	

TEAMS: [Join the meeting now](#)

Meeting ID: 298 029 342 947 7

Passcode: 2Hr9ZS9v

Dial in by phone: [+1 312-667-7136,961884126#](tel:+13126677136961884126)

Phone conference ID: 961 884 126#

Mute/Unmute: *6

Regular Meeting

For the full agenda packet, please contact anthempark@hikai.com

I. Call to Order / Roll Call

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Staff & Vendor Reports

A. District Counsel

B. District Engineer

C. Facility Manager

1. August 2026 Report

2. Review of Lighting Agreements with OUC

a. Phase 1

Exhibit 1

b. Phase 2

Exhibit 2

c. Phase 3A

Exhibit 3

d. Phase 3B

Exhibit 4

e. Additional Amenity Fixtures

Exhibit 5

f. Additional Pedestrian Fixtures

Exhibit 6

3. Steadfast – August 2026 Aquatic Treatment Report

Exhibit 7

4. Yellowstone – August 2026 Landscape Maintenance Report

Exhibit 8

D. District Manager

IV. Consent Agenda Items

A. Consideration/Approval of the August 5, 2026, Public Hearing and Regular Meeting Minutes

Exhibit 9

V. Audience Comments – New Business – (limited to 3 minutes per individual)

VI. Supervisor Requests

VII. Adjournment

EXHIBIT 1

AGENDA



The *Reliable One*®

FOR RECORDING PURPOSES ONLY

SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this 25 day of July, 2005, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "**OUC**") and **D.R. HORTON**, (hereinafter "**CUSTOMER**") whose address is 5850 T.G. Lee Blvd. Suite 600, Orlando, 32822, for the provision of Lighting Service as more particularly set forth below.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. ~~Install the lighting service equipment listed in Exhibit 1~~ ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").
- 1.2. Bill CUSTOMER for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.
- 4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a "Force Majeure Event"). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be impose upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise;

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

- 5.1 **Term:** The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full compliment of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.
- 5.2 **Effective Date:** The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 **Amendment to Agreement:** This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate, exclusive of fuel charges.

- 5.4 Termination: The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

SECTION 6: GOVERNING LAW

The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

D.R. HORTON

Federal ID # 75-2386963

By: Chris D Wilson

Name: Chris D Wilson

Title: Vice President

Date: 6/28/05

ATTEST:

By: Catherine Marshall

Name: Catherine Marshall

Title: DEVELOPMENT FILE MANAGER.

By: Marianne Boggs

Name: MARIANNE BOGGS

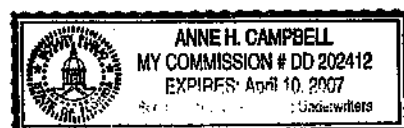
Title: Administrative Asst.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by CHRIS D. WILSON. He is personally known to me or has produced personally known as identification.

(Notarial Seal)

Anne H Campbell
Notary Public, State of Florida
Print Name: ANNE H. CAMPBELL



ORLANDO UTILITIES COMMISSION

By: [Signature]

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: 7/25/05

ATTEST:

By: [Signature]
Name: Sharon L. Knudsen
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 7-19-05 BY: [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of July, 2005, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me ~~or has produced~~ as identification.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
Print Name: _____



Linda S. Schwab
MY COMMISSION # DD205018 EXPIRES
April 21, 2007
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT 1

LIGHTING SERVICE FEES

RATE PER MONTH:

The monthly charge for Lighting Service shall consist of the sum of the following items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

Monthly Lighting Service Charge**	\$3,896.65
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**Fuel and Energy Charges are normally revised every twelve months

ADDITIONAL CHARGES:

Tax charges may also apply and may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%), exclusive of fuel charges.

LIGHTING SERVICE

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

Lighting Equipment:

- (22) 175 watt Granville metal halide fixture
- (16) 175 watt Post top metal halide fixture
- (75) 100 watt Esplanade metal halide fixtures
- (75) Victorian II – 16ft. Decorative concrete poles
- (27) Victorian II – 13ft. Decorative concrete poles
- (11) Annapolis Double Arms
- (75) Boston Harbor Single Arms

All associated poles, fixtures, parts, wires, photocells, and controllers

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

The Lighting Equipment shall be installed in phases. Billing shall commence with the amount being proportional to the number of lights installed and energized, and also to the installed infrastructure within each phase. The term shall commence upon receipt of a bill encompassing the total number of lights within each phase.

EXHIBIT 1 (continued)

LEGAL DESCRIPTION OF THE PROPERTY

See attached plat.

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: ANTHEM PARK, PHASE 1
Premise Address: _____
City, State, Zip: ST. CLOUD, FLORIDA

BILLING INFORMATION

Billing Contract Name: D R HORTON, INC.
Billing Address: 5850 T.G. LEE BLVD. SUITE 600
City, State, Zip: ORLANDO, FLORIDA 32822
Billing Contact Name: BOB BEIRD
Billing Contact Phone: 407 850-5200
Federal Tax ID: 75-2386963

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: _____
Premise Number: _____
Work Request No: _____

ANTHEM PARK - PHASE 1A

SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST
CITY OF ST. CLOUD
OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION ANTHEM PARK - PHASE 1A

A parcel of land being a replat of lots 5, 6, 7, 8, 9, 10, 11, 12, 21, 22, 23, 24, 25, 26, 27, 28, 37, 38, 39, 40, 41, 42, 43, 44, 53, 54, 55, 56, 57, 58, 59, 60, 69, 70, 75, 76, 85 and 86, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida, and a portion of Sections 8 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Commence at the Center of said Section 9, Township 26 South, Range 30 East; thence run N 89°34'18" W along the South line of the Northwest 1/4 of said Section 9, a distance of 30.00 feet to a point on the West Right of Way line of Kissimmee Park Road per Osceola County Map Book 1, Pages 76-81, said point being the Point of Beginning; thence run S 00°00'25" W, along said West Right of Way line, a distance of 991.55 feet to a point on the North line of Lot 92, of said THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST; thence run N 89°32'18" W along the North line of said Lots 92 and 91, a distance of 1,303.67 feet to a point on the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 9; thence run S 00°08'48" W along said East line, a distance of 330.26 feet to the Southwest corner of said Northwest 1/4 of the Southwest 1/4 of Section 9; thence run N 89°31'50" W along the South line of said Northwest 1/4 of the Southwest 1/4 of said Section 9, a distance of 671.84 feet to a point on the East Right of Way line of the Florida's Turnpike; thence run N 152°7'45" W along said East Right of Way line, a distance of 3,769.76 feet; thence run N 89°38'14" E, a distance of 360.83 feet to a point on the West line of said Section 9; thence run N 00°17'50" E along said West line, a distance of 330.02 feet to the Northwest corner of said Section 9; thence run S 89°39'16" E along the North line of said Section 9, a distance of 2,618.32 feet to a point on the closed West Right of Way line of Kissimmee Park Road; thence run S 00°00'35" E, along said West Right of Way line, a distance of 2,644.01 feet to the Point of Beginning.

ANTHEM PARK - PHASE 1B

SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST
CITY OF ST. CLOUD
OSCEOLA COUNTY, FLORIDA

SURVEYOR'S NOTES:

Bearings are based on an Assumed Bearing reference of N 00°00'35" W along the East line of the Northwest 1/4 of Section 9, Township 20 South, Range 30 East, Osceola County, Florida.

All lot line that intersect curvilinear Right of Way line are radial unless otherwise noted.

A Street Right of Ways and Alleys as shown hereon are dedicated to the Public.

Tract R9, Tract S, and Tract T are dedicated as Landscape, Utility and Pedestrian Access Tracts and are to be owned and maintained by the Anthem Park Community Development District.

Tract A2 is dedicated as a Landscape and Drainage Tract and is to be owned and maintained by the Anthem Park Community Development District.

Tract P1 is dedicated as an Open Space Tract and is to be owned and maintained by the Anthem Park Community Development District.

LEGAL DESCRIPTION ANTHEM PARK - PHASE 1B

A parcel of land being a replat of Tract FD-1B, ANTHEM PARK - PHASE 1A according to the plat thereof, as recorded in Plat Book . Pages . , inclusive, of the Public Records of Osceola County, Florida.

EXHIBIT 2

AGENDA

**SERVICE AGREEMENT FOR
LIGHTING SERVICE**

(Phase 3A)

This Agreement is entered into this 21st day of December, 2006, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "OUC") and **ANTHEM PARK, CDD**, (hereinafter "CUSTOMER") whose address is 5850 T.G. Lee Blvd. Suite 600, Orlando, 32822, for the provision of Lighting Service as more particularly set forth below.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the lighting service equipment listed in Exhibit 1 ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").
- 1.2. Bill CUSTOMER for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement. The easement portion of this agreement shall terminate at such time as the PROPERTY is platted.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.
- 4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a "Force Majeure Event"). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the

payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be impose upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such

taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise;

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

5.1 Term: The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full complement of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full complement of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.

5.2 Effective Date: The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

5.3 Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate, exclusive of fuel charges.

EXHIBIT 1 (continued)

LEGAL DESCRIPTION OF THE PROPERTY (PLEASE ATTACH)

PROPERTY / PREMISE LOCATION INFORMATION (PLEASE COMPLETE)

Premise Name: Anthem Park
Premise Address: Kissimmee Park Road
City, State, Zip: St. Cloud FL 34769

BILLING INFORMATION

Billing Contract Name: Anthem Park Community Development District
Billing Address: 40 Rizzetta and Company 8529 South Park Circle, Suite 330
City, State, Zip: Orlando FL 32819
Billing Contact Name: Vivian Carvalho
Billing Contact Phone: 407 472-2471
Federal Tax ID: see attached exemption

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: 130918
Premise Number: _____
Work Request No: 40182

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 8 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 5, 6, 7, 8, 10, 11, 12, 21, 22, 23, 26, 27, 28, 37, 38, 39, 42, 43, 44, 53 and 54, and the East 1/2 of Lots 9 and 24, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida. Less Right of Way for Kalamiee Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying West of Lots 6, 11, 22, 27, 38 and 43 and lying East of Lots 7, 10, 23, 26, 39 and 42 and that portion of platted 20 feet wide Right of Way, lying North of Lots 5, 6, 7 and 8 and lying West of Lot 8 as shown on aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

A parcel of land being a portion of Sections 8 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 25, 55, 56, 59, 60, 69, 70, 75, 76, 85 and 86, and the West 1/2 of Lots 8 and 24, and that portion of Lots 45, 47, 55 and 57, lying East of the East Right of Way line of the Florida's Turnpike, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida. Less Right of Way for Kalamiee Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying East of Lots 55 and 56 and lying West of Lots 54 and 58, and that portion of platted 35 feet wide Right of Way, lying South of Lots 58 and 59 and lying North of Lots 69 and 70, and that portion of platted 20 feet wide Right of Way, lying West of Lots 9, 24, 25 and 40 and lying North of the North Right of Way line of the Florida's Turnpike, as shown on aforesaid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

The Northeast 1/4 of the Southwest 1/4 of Section 9, Township 26 South, Range 30 East, Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of Lots 2, 3, 4, 5, 6, and 7, TOLGA GARDENS, according to the plat thereof, as recorded in Plat Book 1, Page 188 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of Florida's Turnpike.

TOGETHER WITH

That portion of Lot 5, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 8, Pages 63 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of platted 20 feet wide Right of Way, lying East of Lot 5, and lying North of the North Right of Way line of the Florida's Turnpike as shown on aforesaid plat of THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 8, Pages 63 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

Containing 215.7 acres, more or less.



Consumer's Certificate of Exemption

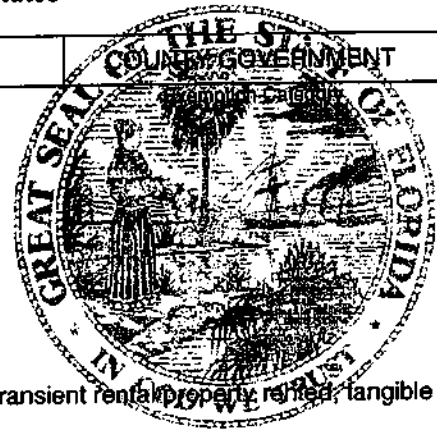
DR-14
R. 01/02

Issued Pursuant to Chapter 212, Florida Statutes

85-8013137994C-0	07/22/2004	07/31/2009
Certificate Number	Effective Date	Expiration Date

This certifies that

ANTHEM PARK COMMUNITY DEVELOPMENT
DISTRICT
KISSIMMEE PARK RD
ST CLOUD FL 34769



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.

AUG 11 2009

EXHIBIT 3

AGENDA



The Reliable One®

FOR RECORDING PURPOSES ONLY

CHK 2007002717
OK 07272 Pgs 2089 - 2090 (11/09)
DATE: 01/05/2007 07:00:29 PM
LARRY WHALEY, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES 95.00

SERVICE AGREEMENT FOR LIGHTING SERVICE

(Phase 3A)

This Agreement is entered into this 21st day of December, 2006, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "OUC") and **ANTHEM PARK, CDD**, (hereinafter "CUSTOMER") whose address is 5850 T.G. Lee Blvd. Suite 600, Orlando, 32822, for the provision of Lighting Service as more particularly set forth below.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the lighting service equipment listed in Exhibit 1 ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").
- 1.2. Bill CUSTOMER for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

Prepared by: Wayne A. Morris, Esq.
Return to: Property & Right-of-Way, Orlando Utilities Commission
Post Office Box 3193, Orlando, Florida 32802

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement. The easement portion of this agreement shall terminate at such time as the PROPERTY is platted.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.
- 4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a "Force Majeure Event"). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the

payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be impose upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such

taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise;

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

5.1 Term: The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full compliment of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.

5.2 Effective Date: The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

5.3 Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate, exclusive of fuel charges.

- 5.4 **Termination:** The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

SECTION 6: GOVERNING LAW

The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

ANTHEM PARK, CDD

Federal ID # see attached exemption
By: [Signature]
Name: Brandy S. Murphy
Title: Chairman
Date: 11/30/06

ATTEST:

By: [Signature]

Name: SCOTT LAMBERT

Title: BOARD MEMBER

By: [Signature]

Name: Jon R. Appleman

Title: BOARD MEMBER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of Nov, 2006, by Brandy Murphy. She is personally known to me or has produced _____ as identification.

(Notarial Seal)

[Signature]
Notary Public, State of Florida
Print Name: Patricia Coulton



ORLANDO UTILITIES COMMISSION

By: _____

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: 12-21-06

ATTEST:

By: Elizabeth M. Mason

Name: Sharon L. Knudson
Title: Assistant Secretary

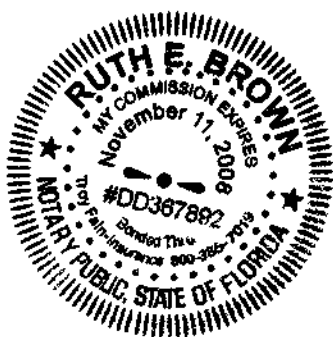
Approved as to form and legality
OUC Legal Department

DATE: 12-20-06 BY: W.M.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of December, 2006, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me ~~or has produced~~ as identification.

(Notarial Seal)



Ruth E. Brown
Notary Public, State of Florida
Print Name: Ruth E. Brown

EXHIBIT 1

LIGHTING SERVICE FEES

RATE PER MONTH:

The monthly charge for Lighting Service shall consist of the sum of the following items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

Monthly Lighting Service Charge**	\$3,946.47
-----------------------------------	------------

**Fuel and Energy Charges are normally revised every twelve months

ADDITIONAL CHARGES:

Tax charges may also apply and may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%), exclusive of fuel charges.

LIGHTING SERVICE

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

Lighting Equipment: "Phase 3 A"

- (10) 175 watt Post top metal halide fixture
- (94) 100 watt Esplanade metal halide fixtures
- (94) Victorian II – 16ft. Decorative concrete poles
- (10) Victorian II – 13ft. Decorative concrete poles
- (94) Boston Harbor Single Arms

All associated poles, fixtures, parts, wires, photocells, and controllers

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

LEGAL DESCRIPTION OF THE PROPERTY (PLEASE ATTACH)

PROPERTY / PREMISE LOCATION INFORMATION (PLEASE COMPLETE)

Premise Name: Anthem Park
Premise Address: Kissimmee Park Road
City, State, Zip: St. Cloud FL 34769

BILLING INFORMATION

Billing Contract Name: Anthem Park Community Development District
Billing Address: 40 Rizzetta and Company 8529 South Park Circle, Suite 330
City, State, Zip: Orlando FL 32819
Billing Contact Name: Vivian Carvalho
Billing Contact Phone: 407 472-2471
Federal Tax ID: see attached exemption

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: 130918
Premise Number: _____
Work Request No: 40182

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 8 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 5, 6, 7, 8, 10, 11, 12, 21, 22, 23, 26, 27, 28, 37, 38, 39, 42, 43, 44, 53 and 54, and the East 1/2 of Lots 9 and 24, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida, Less Right of Way for Kissimmee Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying West of Lots 6, 11, 22, 27, 38 and 43 and lying East of Lots 7, 10, 23, 26, 39 and 42 and that portion of platted 20 feet wide Right of Way, lying North of Lots 5, 6, 7 and 8 and lying West of Lot 8 as shown on stereoid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

A parcel of land being a portion of Sections 8 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 25, 55, 56, 59, 60, 68, 70, 75, 76, 85 and 86, and the West 1/2 of Lots 8 and 24, and that portion of Lots 40, 41, 58 and 57, lying East of the East Right of Way line of the Florida's Turnpike, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida, Less Right of Way for Kissimmee Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying East of Lots 55 and 56 and lying West of Lots 54 and 58, and that portion of platted 35 feet wide Right of Way, lying South of Lots 59 and 60 and lying North of Lots 69 and 70, and that portion of platted 20 feet wide Right of Way, lying West of Lots 9, 24, 25 and 40 and lying North of the North Right of Way line of the Florida's Turnpike, as shown on stereoid plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 8, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

The Northwest 1/4 of the Southwest 1/4 of Section 9, Township 26 South, Range 30 East, Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of Lots 2, 3, 4, 5, 6, and 7, TOLICA GARDENS, according to the plat thereof, as recorded in Plat Book 1, Page 186 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of Lot 5, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 8, Pages 60 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of platted 20 feet wide Right of Way, lying East of Lot 5, and lying North of the North Right of Way line of the Florida's Turnpike as shown on stereoid plat of THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 8, Pages 60 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

Containing 215.7 acres, more or less.



Consumer's Certificate of Exemption

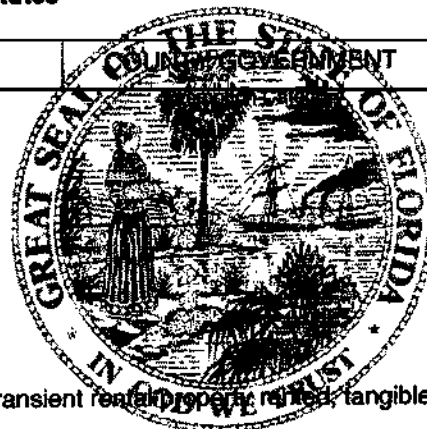
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/02

85-8013137994C-0	07/22/2004	07/31/2009
Certificate Number	Effective Date	Expiration Date

This certifies that

ANTHEM PARK COMMUNITY DEVELOPMENT
DISTRICT
KISSIMMEE PARK RD
ST CLOUD FL 34769



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.

JAN 11 2011

EXHIBIT 4

AGENDA

CFR 2007002716
OK 03273 Feb 2078 - 20887 (11688)
DATE: 01/05/2007 03:20:29 PM
LARRY WHALEY, CLERK OF COURT
JUDICIAL CIRCUIT
RECORDING FEES 95.00

SERVICE AGREEMENT FOR LIGHTING SERVICE

(Phase 3B)

This Agreement is entered into this 21st day of December, 2006, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 500 South Orange Ave., Orlando, Florida 32801 (hereinafter "OUC") and **ANTHEM PARK, CDD**, (hereinafter "CUSTOMER") whose address is 5850 T.G. Lee Blvd. Suite 600, Orlando, 32822, for the provision of Lighting Service as more particularly set forth below.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the lighting service equipment listed in Exhibit 1 ("Lighting Equipment") on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement (together, all such installation, operation, maintenance and (if applicable) electric supply services shall be referred to herein as the "Lighting Service").
- 1.2. Bill CUSTOMER for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement. The easement portion of this agreement shall terminate at such time as the PROPERTY is platted.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment.
- 4.2 Installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from delays due to causes outside of its control, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service (each considered a "Force Majeure Event"). OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the

payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been willfully damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such

taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

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

4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise;

SECTION 5: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

5.1 Term: The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive Terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial Term or subsequent Terms. The initial Term shall begin when the installation of the Lighting Equipment is finally completed and the CUSTOMER is first billed for the Lighting Service based on operation of the full complement of Lighting Equipment to be provided under this Agreement. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term under this Agreement. The Term for each such phase shall begin when installation of the Lighting Equipment for that phase is finally completed and the CUSTOMER is first billed for the Lighting Service for that phase based on the operation of the full complement of Lighting Equipment that is to be provided under the Phase Installation Plan for that phase.

5.2 Effective Date: The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.

5.3 Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate, exclusive of fuel charges.

- 5.4 **Termination:** The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

SECTION 6: GOVERNING LAW

The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

ANTHEM PARK, CDD

Federal ID # see attached exemption
By: Brandi Sue Murphy
Name: Brandi Sue Murphy
Title: Chairman
Date: 11/30/06

ATTEST:

By: [Signature]

Name: SCOTT LAMBER

Title: BOARD MEMBER

By: [Signature]

Name: Jon R Appleman

Title: BOARD MEMBER

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of Nov
2006, by Brandy Murphy She is personally
known to me or has produced _____ as identification.

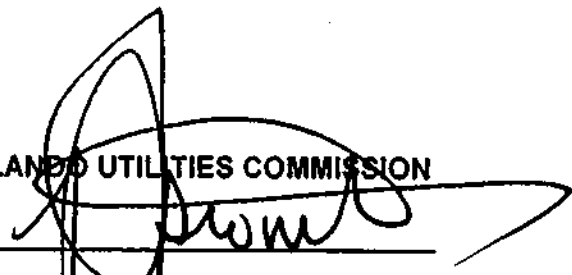
(Notarial Seal)

[Signature]

Notary Public, State of Florida
Print Name: Patricia Coulton



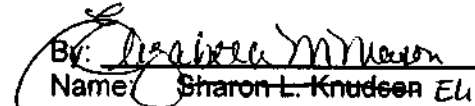
ORLANDO UTILITIES COMMISSION

By: 

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: 12-21-06

ATTEST:

By: 

Name: ~~Sharon L. Knudsen~~
Title: Assistant Secretary

Elizabeth M. Mason

Approved as to form and legality
OUC Legal Department

DATE: 12-20-06 BY: W.M.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21 day of December, 2006, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced as identification.

(Notarial Seal)



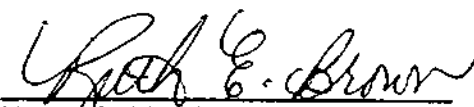

Notary Public, State of Florida
Print Name: Ruth E. Brown

EXHIBIT 1

LIGHTING SERVICE FEES

RATE PER MONTH:

The monthly charge for Lighting Service shall consist of the sum of the following items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

Monthly Lighting Service Charge**	\$3,840.61
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**Fuel and Energy Charges are normally revised every twelve months

ADDITIONAL CHARGES:

Tax charges may also apply and may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%), exclusive of fuel charges.

LIGHTING SERVICE

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

Lighting Equipment: **Phase 3b**

- (40) 175 watt Granville metal halide fixture
- (64) 100 watt Esplanade metal halide fixtures
- (64) Victorian II – 16ft. Decorative concrete poles
- (20) Victorian II – 13ft. Decorative concrete poles
- (20) Annapolis Double Arms
- (64) Boston Harbor Single Arms

All associated poles, fixtures, parts, wires, photocells, and controllers

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

LEGAL DESCRIPTION OF THE PROPERTY (PLEASE ATTACH)

PROPERTY / PREMISE LOCATION INFORMATION (PLEASE COMPLETE)

Premise Name: Anthem Park
Premise Address: Kissimmee Park Road
City, State, Zip: St. Cloud FL 34769

BILLING INFORMATION

Billing Contract Name: Anthem Park Community Development District
Billing Address: 40 Rizzetta and Company 8529 South Park Circle, Suite 330
City, State, Zip: Orlando FL 32819
Billing Contact Name: Vivian Carvalho
Billing Contact Phone: 407 472-2471
Federal Tax ID: see attached exemption

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Number: 130918
Premise Number: _____
Work Request No: 40183

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 6 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 6, 9, 7, 8, 10, 11, 12, 21, 22, 23, 26, 27, 28, 37, 38, 39, 42, 43, 44, 53 and 54, and the East 1/2 of Lots 9 and 24, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 54 of the Public Records of Osceola County, Florida, Less Right of Way for Kalamoose Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying West of Lots 6, 11, 22, 27, 38 and 43 and lying East of Lots 7, 10, 23, 26, 39 and 42 and that portion of platted 20 feet wide Right of Way, lying North of Lots 6, 9, 7 and 8 and lying West of Lot 9 as shown on a recorded plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

A parcel of land being a portion of Sections 6 and 9, Township 26 South, Range 30 East, Osceola County, Florida, and being more particularly described as follows:

Lots 25, 55, 66, 58, 60, 69, 70, 75, 76, 85 and 86, and the West 1/2 of Lots 9 and 24, and that portion of Lots 42, 43, 56 and 57, lying East of the East Right of Way line of the Florida's Turnpike, THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 54 of the Public Records of Osceola County, Florida, Less Right of Way for Kalamoose Park Road.

TOGETHER WITH

That portion of platted 35 feet wide Right of Way, lying East of Lots 35 and 56 and lying West of Lots 54 and 55, and that portion of platted 35 feet wide Right of Way, lying South of Lots 69 and 60 and lying North of Lots 68 and 70, and that portion of platted 20 feet wide Right of Way, lying West of Lots 8, 24, 25 and 40 and lying North of the North Right of Way line of the Florida's Turnpike, as shown on a recorded plat of THE SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book B, Page 54 of the Public Records of Osceola County, Florida.

TOGETHER WITH

The Northeast 1/4 of the Southwest 1/4 of Section 9, Township 26 South, Range 30 East, Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of Lots 2, 3, 4, 5, 6, and 7, TOLUCA GARDENS, according to the plat thereof, as recorded in Plat Book 1, Page 156 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of Florida's Turnpike.

TOGETHER WITH

That portion of Lot 5, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book B, Pages 63 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

TOGETHER WITH

That portion of platted 20 feet wide Right of Way, lying East of Lot 3, and lying North of the North Right of Way line of the Florida's Turnpike as shown on a recorded plat of THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book B, Pages 63 and 66 of the Public Records of Osceola County, Florida, lying East of the East Right of Way line of the Florida's Turnpike.

Containing 216.7 acres, more or less.



Consumer's Certificate of Exemption

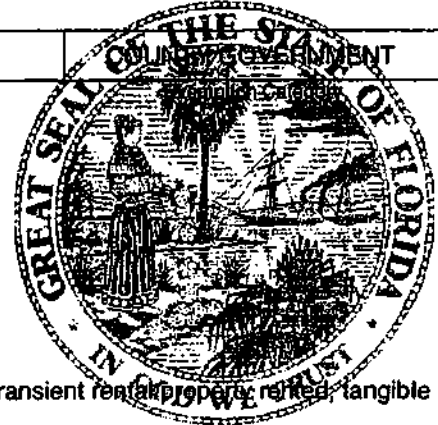
Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/02

85-8013137994C-0	07/22/2004	07/31/2009
Certificate Number	Effective Date	Expiration Date

This certifies that

ANTHEM PARK COMMUNITY DEVELOPMENT
DISTRICT
KISSIMMEE PARK RD
ST CLOUD FL 34769



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/02

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.039, Florida Administrative Code (FAC).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others by your organization of tangible personal property, sleeping accommodations or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, FAC).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third degree felony. Any violation will necessitate the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Central Registration at 850-487-4130. The mailing address is 5050 West Tennessee Street, Tallahassee, FL 32399-0100.

AUG 11 2004

EXHIBIT 5

AGENDA



SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this 19th day of November 2014, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **ANTHEM PARK CDD** whose address is 2090 Continental Street, Saint Cloud, FL 32751, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Anthem Park CDD
1060 Maitland Center Commons Blvd
Suite 340
Maitland FL 32751

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals,

negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all

claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

ANTHEM PARK, CDD

Federal ID# see attached exemption

By: *Patricia Comings-Thibault*

Name: Patricia Comings-Thibault

Title: Manager

Date: 10/22/2014

WITNESSES: ANTHEM PARK, CDD

By: *[Signature]*

Name: Denise Hernandez

Title: DPFG Associate

By: *[Signature]*

Name: SARA K Cox

Title: DPFG Associate

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 22nd day of October, 2014, by Patricia Comings-Thibault. She is personally known to me or has produced Florida Driver's License as identification.

(Notarial Seal)



RICHARD B VILLAGE III
MY COMMISSION # FF 018057
EXPIRES: June 6, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Print Name: RICHARD B. VILLAGE III

ORLANDO UTILITIES COMMISSION

By: [Signature]

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: 11/19/14

ATTEST:

By: [Signature]
Name: Elizabeth M. Mason
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 11/11/14 BY: [Signature]

WITNESSES:

By: [Signature]

Name: Nanci Schwartz

Title: Recording Secretary

By: [Signature]

Name: Patricia A. Notariella

Title: SR. Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of November, 2014, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



[Signature]
Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$671.06
Maintenance	\$125.46
Fuel and Energy	\$ 75.35
Total	\$871.87

Upfront Payment \$0.00

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

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

- (15) 13' VICTORIAN II POLES / OUC # 036-21513
- (15) 175w GRANVILLE TYPE III ACORNS / OUC # 036-23047
- (3) 16' VICTORIAN II CONCRETE POLES / OUC # 036-21516
- (3) 100W MH ESPLANADE PEDESTRIAN FIXTURE / OUC # 036-23041
- (3) 4' BOSTON HARBOUR ARM / OUC # 036-24043
with OUC installing conduit

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

PHASED INSTALLATION PLAN

(All at once)

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

LEGAL DESCRIPTION OF THE PROPERTY

ANTHEM PARK PH 2 PB 19 PG 53-54 TRACT C, OSCEOLA COUNTY

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Anthem Park CDD
Premise Address:	1350 Kissimmee Park Road
City, State, Zip:	St. Cloud, FL. 34769
Premise Number	9964577738

BILLING INFORMATION

Billing Contact Name:	Anthem Park CDD
Billing Address:	C/O DPFG: 1060 Maitland Center Commons, Ste. 340
City, State, Zip:	Maitland, FL. 32751
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	See attached exemption

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	0256820636
Work Request No:	487526
Comments:	

EXHIBIT 6

AGENDA



SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this 15th day of July 2015 by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **ANTHEM PARK CDD** whose address is 2090 Continental Street, Saint Cloud, FL 32751, for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Anthem Park CDD
1060 Matland Center Commons
Suite 340
Matland FL 32751

- 6.4 **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals,

negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all

claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

ANTHEM PARK, CDD

Federal ID# see attached exemption

By: Patricia Comings-Thibault

Name: Patricia Comings-Thibault

Title: Manager

Date: 6/23/2015

WITNESSES: ANTHEM PARK, CDD

By: Rick M. Mole

Name: Rick Mole

Title: Associate

By: Arghin Comings

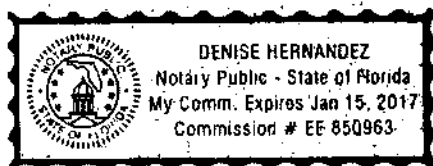
Name: Arghin Comings

Title: Associate

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23 day of June, 2015, by Patricia Comings-Thibault. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



Denise Hernandez

Notary Public, State of Florida

Print Name: Denise Hernandez

ORLANDO UTILITIES COMMISSION

By: [Signature]

Name: Kenneth P. Ksionek
Title: General Manager/CEO

Date: 7/15/15

ATTEST:

By: [Signature]
Name: Elizabeth M. Mason
Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 7-15-15 BY: [Signature]

WITNESSES:

By: [Signature]
Name: Patricia A. Notariola
Title: [Signature]

By: [Signature]
Name: Bethany Taggart
Title: Administrative Assistant

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of July, 2015, by KENNETH P. KSIONEK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)



[Signature]
Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$107.42
Maintenance	\$ 11.66
Fuel and Energy	\$ 5.46
Total	\$124.54

Upfront Payment \$0.00

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

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

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

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

- (2ea) 16' Vic II Pole / OUC # 036-21513
- (2ea) 100w MH Esplanade Pedestrian fixture / OUC # 036-23041
- (2ea) 4' Boston Harbour arm / OUC # 036-24043
- with OUC installing conduit

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

LEGAL DESCRIPTION OF THE PROPERTY

ANTHEM PARK PHASE 1A PB 18 PG 40-42 TRACT A1 and ANTHEM PARK PHASE 1A PB 18 PG 40-42 TRACT OA, OSCEOLA COUNTY, FLORIDA

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Anthem Park CDD
Premise Address:	1350 Kissimmee Park Road
City, State, Zip:	St. Cloud, FL 34769
Premise Number	9964577738

BILLING INFORMATION

Billing Contact Name:	Anthem Park CDD
Billing Address:	C/O DPGF: 1060 Maitland Center Commons, Ste. 340
City, State, Zip:	Maitland, FL 32751
Billing Contact Name:	Patricia Comings Thibault
Billing Contact Phone:	321-263-0132 ext 205
Federal Tax ID:	See attached exemption

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	0256820636
Work Request No:	525445
Comments:	

EXHIBIT 7

AGENDA



Anthem Park CDD Aquatics

Aquatic Treatment Report

August 2026



Printed: Aug 25, 2026
30435 Commerce Drive Unit 102, San Antonio, FL 33576
Phone: 844-347-0702
Fax: 813-501-1432

Daily Logs List

Jul 29, 2026

Job: SE1442 Anthem Park CDD

Title:

Added By: David Smeltz

Log Notes:

Treated ponds 1-3 For Grasses and Algae

Weather Conditions:

Partly cloudy with isolated storms Wed, Jul 29, 2026, 11:17 AM



90°F

78°F

Wind: 14 mph

Humidity: 91%

Total Precip: 0.2"

Attachments: 3





Printed: Aug 25, 2026
30435 Commerce Drive Unit 102, San Antonio, FL 33576
Phone: 844-347-0702
Fax: 813-501-1432

Daily Logs List

Aug 12, 2026

Job: SE1442 Anthem Park CDD

Title:

Added By: David Smeltz

Log Notes:

Treated ponds 1-3 For:(Grasses,Algae,Hydrilla)

Weather Conditions:

Mostly sunny Wed, Aug 12, 2026, 11:20 AM



93°F

76°F

Wind: 10 mph

Humidity: 93%

Total Precip: 0"

Attachments: 3





ANTHEM PARK CDD

2090 Continental St, Saint Cloud

Gate Code:

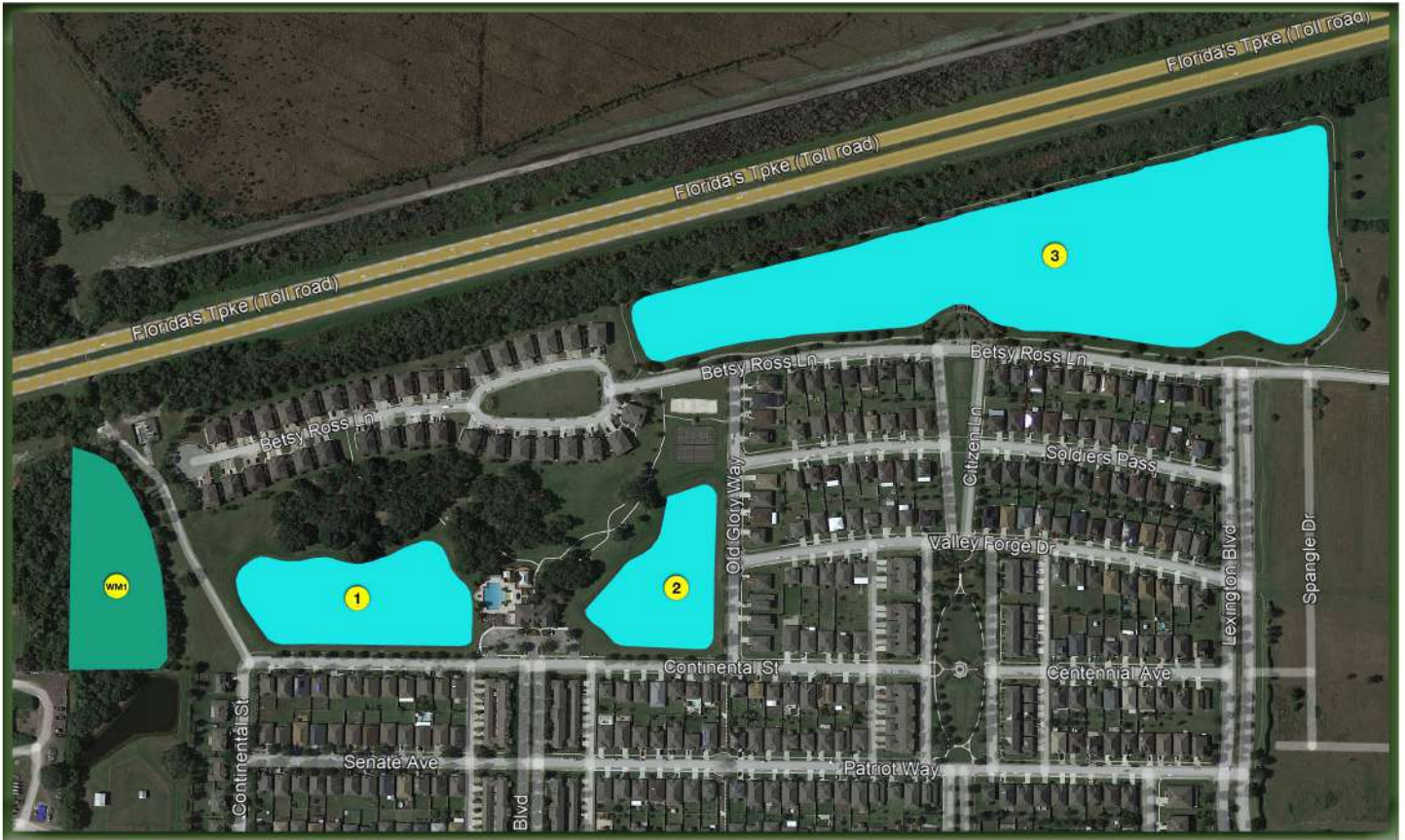


EXHIBIT 8

AGENDA

Yellowstone Landscape | ORLS

1773 Business Center Lane, Kissimmee, FL 34758 - pneman@yellowstonelandscape.com - 407.396.0529

Property

Inspection

Anthem Park CDD
2050 Remembrance Ave
St Cloud, FL 34769

Started: 8/5/2026
Last Updated: 8/25/2026
Inspector: Raffy Nieves

Contact

Maria Agosta
anthemparkcdd@gmail.com
407-556-2202

Estimate Summary

Service Summary

Labor:	9 hours - \$693.00
Materials:	\$986.98
Equipment:	\$0.00
Total:	\$1,679.98 (plus applicable taxes)

Service	Quantity	Cost
Audit Zone	7	\$0.00
Troubleshoot Valve	28	\$1,679.98
Total (plus applicable taxes):		\$1,679.98

Signature

Date

Service Detail

Controller 1 > Zone 1						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 3	Troubleshoot	Hours: 1 alarm	\$77.00	\$0.00	\$0.00	\$77.00

Controller 1 > Zone 2						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 2	Troubleshoot	Hours: 1 alarm	\$77.00	\$0.00	\$0.00	\$77.00

Controller 1 > Zone 3						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 2	Troubleshoot	Hours: 1 alarm	\$77.00	\$0.00	\$0.00	\$77.00

Controller 1 > Zone 4						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 4	Troubleshoot	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 5						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	Troubleshoot	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 6						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	Troubleshoot	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 7						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 2	Troubleshoot	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 8						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 8	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 9						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 9	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 10						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 10	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 11						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 12						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 13						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 14						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 15						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 16						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 17

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 18

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 19

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 20

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 21

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 22

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 23

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 24

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 25

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Asset	Service	Notes	Labor	Materials	Equipment	Total
<i>No issues were identified</i>						

Controller 1 > Zone 26

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 1 alarm	\$77.00	\$0.00	\$0.00	\$77.00

Controller 1 > Zone 27

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 3	<u>Troubleshoot</u>	Hours: 1 replace non functioning decoder and solenoid	\$77.00	\$493.49	\$0.00	\$570.49

Controller 1 > Zone 28

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 1 replace non functioning 1 station decoder and solenoid	\$77.00	\$493.49	\$0.00	\$570.49

Controller 1 > Zone 29

Asset	Service	Notes	Labor	Materials	Equipment	Total
<i>No issues were identified</i>						

Controller 1 > Zone 30

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 2	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 31

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 32

Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 33						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 34						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 35						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 36						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 37						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 38						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 2	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 39						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 40						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 2 alarm	\$154.00	\$0.00	\$0.00	\$154.00

Controller 1 > Zone 41						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 42						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 43						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 44						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 45						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 1 alarm	\$77.00	\$0.00	\$0.00	\$77.00

Controller 1 > Zone 46						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 47						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Valve 1	<u>Troubleshoot</u>	Hours: 0 alarm	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 48						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 49						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 50						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 51						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 52						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 53						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 54						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 55						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 56						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 56	<u>Audit</u>	Hours: 0	\$0.00	\$0.00	\$0.00	\$0.00
Page 88/100		Audit performed, but no issues were identified				

Controller 1 > Zone 57						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 57	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 58						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 58	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 59						
Asset	Service	Notes	Labor	Materials	Equipment	Total
Zone 59	<u>Audit</u>	Hours: 0 Audit performed, but no issues were identified	\$0.00	\$0.00	\$0.00	\$0.00

Controller 1 > Zone 60						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 61						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 62						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 63						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 64						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 65						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 66						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 67						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 68						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 1 > Zone 69						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 1						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 2						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 3						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 4						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 5

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 6

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 7

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 8

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 9

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 10

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 11

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 12

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 13

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 14						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 15						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 16						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 17						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 18						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 19						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 20						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 21						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 22						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 23						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 24						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 25						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 26						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 27						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 28						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 29						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 30						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 31						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 32

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 33

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 34

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 35

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 36

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 37

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 38

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 39

Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 40

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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 41						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 42						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 43						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 44						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 45						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 46						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 47						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 48						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 49						
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Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 50						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 51						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 52						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 2 > Zone 53						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 3						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 4						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 5						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

Controller 6						
Asset	Service	Notes	Labor	Materials	Equipment	Total
No issues were identified						

EXHIBIT 9

AGENDA

**MINUTES OF MEETING
ANTHEM PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Public Hearing and Regular Meeting of the Board of Supervisors of the Anthem Park Community Development District was held on Wednesday, August 5, 2026 at 9:30 a.m. at Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida 34769.

FIRST ORDER OF BUSINESS – Roll Call

Mr. Mendenhall called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Blair Possenriede	Board Supervisor, Chairwoman
Linda Ellens	Board Supervisor, Assistant Secretary
Yasiris Santos-Nieves	Board Supervisor, Assistant Secretary
Gail Dee	Board Supervisor, Assistant Secretary

Also present were:

Andy Mendenhall	District Manager, Kai
Maria Agosta	Facility Manager, Kai
Lindsay Moczynski	District Counsel, KVV
Greg Woodcock (<i>Virtual</i>)	District Engineer, Stantec

SECOND ORDER OF BUSINESS – Audience Comments

A resident asked about other ways of handling inappropriate behavior at the pool area, and Mr. Mendenhall mentioned the recently adopted disciplinary process, including the privilege suspension.

THIRD ORDER OF BUSINESS – Staff & Vendor Reports

A. District Counsel

None

B. District Engineer

Mr. Woodcock reviewed the depression at 2061 Remembrance Ave. and said that they reached out to the City but did not receive any response yet.

C. Facility Manager

1. Exhibit 1: August 2026 Report

Yellowstone discussed the report and the plan for the trees in the upcoming months.

Ms. Agosta spoke about the shed installation, resolving the payment concern. She provided updates on the pier stone and lights at Fountain Park.

2. Consideration of Proposals

a. Exhibit 2: GCM – Stair Area Repair & Drainage Correction - \$1,240.00

b. Pier Pressure Wash

i. Exhibit 3: GCM - \$3,600.00

ii. Exhibit 4: Al Fix - \$1,278.00

On a MOTION by Ms. Possenriede, SECONDED by Ms. Ellens, WITH ALL IN FAVOR, the Board approved the Pressure Washing and Concrete Sealing Proposal from Al Fix in the amount not to exceed \$1,200.00, for the Anthem Park Community Development District.

c. Exhibit 5: Steadfast – Fountain Light Repair - \$1,840.00

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **approved the Fountain Light Repair in the amount not to exceed \$1,840, with the consideration of other proposals**, for the Anthem Park Community Development District.

Ms. Agosta mentioned the incident report at the pool area, following the disciplinary process. She then spoke about the clubhouse rentals, noting some violations, and Ms. Moczynski suggested that the Board could establish rules to address them. Ms. Agosta stated that Yellowstone has pending work, and Mr. Mendenhall said that they could escalate them to Yellowstone after the meeting. Ms. Agosta also mentioned the issues with HD Cameras on warranty and delayed response, and Mr. Mendenhall stated that they could discuss them with the vendor and review the contract.

Ms. Agosta noted the elevated water consumption at Remembrance Ave. Ms. Agosta then stated the concerns about the lighting service of Orlando Utilities Commission (OUC). Ms. Agosta also mentioned the unresolved issues with Oasis. The Board had a discussion and decided to terminate their current services.

On a MOTION by Ms. Dee, SECONDED by Ms. Possenriede, WITH ALL IN FAVOR, the Board **approved to Terminate Oasis**, for the Anthem Park Community Development District.

Ms. Agosta spoke about the safety of the walking path and the part of Canoe Creek Rd that needed pressure washing.

3. Exhibit 6: Steadfast – July 2026 Aquatic Treatment Report

4. Exhibit 7: Yellowstone – July 2026 Landscape Maintenance Report

D. District Manager

1. FY 2027 Budget Public Hearing

a. Open Public Hearing

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **opened the Public Hearing**, for the Anthem Park Community Development District.

b. Exhibit 8: Presentation of FY 2027 Budget

c. Public Comments

d. Close Public Hearing

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **closed the Public Hearing**, for the Anthem Park Community Development District.

Ms. Agosta discussed the duties of the patrol officers. Mr. Mendenhall then addressed the notification on the budget increase.

2. Exhibit 9: Consideration of Resolution 2026-11, Adopting the FY 2027 Budget

On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **adopted Resolution 2026-11, Adopting the FY 2027 Budget**, for the Anthem Park Community Development District.

3. FY 2027 Levying O&M Assessment Public Hearing

a. Open Public Hearing

On a MOTION by Ms. Possenriede, SECONDED by Ms. Ellens, WITH ALL IN FAVOR, the Board **opened the Public Hearing**, for the Anthem Park Community Development District.

- 82 b. Public Comments
83 c. Close Public Hearing

84 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **closed**
85 **the Public Hearing**, for the Anthem Park Community Development District.

- 86 4. Exhibit 10: Consideration of Resolution 2026-12, Imposing and Levying the O&M
87 Assessments on the FY 2027 Budget

88 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board **adopted**
89 **Resolution 2026-12, Imposing and Levying the O&M Assessments on the FY 2027 Budget**, for the
90 Anthem Park Community Development District.

- 91 5. Exhibit 11: Consideration of Resolution 2026-13, Adopting the FY 2027 Meeting Schedule

92 On a MOTION by Ms. Possenriede, SECONDED by Ms. Dee, WITH ALL IN FAVOR, the Board adopted
93 Resolution 2026-13, amending the FY 2027 Meeting Schedule to be the Second Wednesday of the Month
94 at 9:30 a.m., except for November to Remain the First Wednesday, for the Anthem Park Community
95 Development District.

96 **FOURTH ORDER OF BUSINESS – Consent Agenda Items**

- 97 A. Exhibit 12: Consideration/Approval of the July 1, 2026, Regular Meeting Minutes
98 B. Consideration/Acceptance of the Unaudited Financial Statements
99 1. Exhibit 13: April 2026
100 2. Exhibit 14: May 2026
101 3. Exhibit 15: June 2026

102 On a MOTION by Ms. Possenriede, SECONDED by Ms. Ellens, WITH ALL IN FAVOR, the Board
103 **approved the Consent Agenda Items, amending the Minutes noted by District Counsel**, for the Anthem
104 Park Community Development District.

105 **FIFTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per**
106 *individual)*

107 None

108 **SIXTH ORDER OF BUSINESS – Supervisor Requests**

109 None

110 **SEVENTH ORDER OF BUSINESS – Adjournment**

111 On a MOTION by Ms. Possenriede, SECONDED by Ms. Ellens, WITH ALL IN FAVOR, the Board
112 **adjourned the meeting**, for the Anthem Park Community Development District.

113
114 _____
Signature

115 _____
Printed Name
116 Title: ☐ Chairman ☐ Vice Chairman