# *Wellness Ridge*
# *Community Development District*

## *Agenda*

## *September 27, 2023*

# AGENDA

# *Wellness Ridge*
## *Community Development District*

**219 E. Livingston Street, Orlando, Florida 32801**
**Phone: 407-841-5524 – Fax: 407-839-1526**

September 20, 2023

Board of Supervisors
Wellness Ridge Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Wellness Ridge Community Development District will be held **Wednesday, September 27, 2023 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 23, 2023 Meeting
4. Consideration of Drainage Easement with Lake County, Florida
5. Consideration of Interlocal Agreement with Lake County, Florida for Wellness Way Street Lighting
6. Consideration of Developer Funding Agreement with Lennar Homes
7. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Balance Sheet and Income Statement
        ii. Ratification of Funding Requests #16 - #17
        iii. Approval of Fiscal Year 2024 Meeting Schedule
8. Other Business
    A. Discussion of Pending Plat Conveyances
    B. Status of Permit Transfers
9. Supervisor's Requests
10. Adjournment

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

Sincerely,

*George S. Flint*

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
John Prowell, District Engineer

Enclosures

# MINUTES

MINUTES OF MEETING
WELLNESS RIDGE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Wellness Ridge Community Development District was held Wednesday, August 23, 2023 at 10:30 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

| | |
|---|---|
| Adam Morgan | Chairman |
| Rob Bonin | Vice Chairman |
| Brent Kewley | Assistant Secretary |
| Christopher Forbes | Assistant Secretary |

Also present were:

| | |
|---|---|
| George Flint | District Manager |
| Jay Lazarovich | District Counsel |
| John Prowell | District Engineer |

**Due to a technical error, there is no recording and following is a summary of the actions taken by the board.*

**FIRST ORDER OF BUSINESS** **Roll Call**

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

**SECOND ORDER OF BUSINESS** **Public Comment**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS** **Approval of Minutes of the May 24, 3023 Meeting**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the minutes of the May 24, 2023 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS** **Consideration of Series 2023 Requisition #1**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Requisition #1 from the Series 2023 bonds in the amount of $7,117,856.72, was approved.

**FIFTH ORDER OF BUSINESS** **Public Hearing**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the public hearing was opened.

**A. Consideration of Resolution 2023-11 Adopting the Fiscal Yar 2024 budget and Relating to the Annual Appropriations**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2023-11 Adopting the Fiscal Yar 2024 Budget and Relating to the Annual Appropriations, was approved.

**B. Consideration of Resolution 2023-12 Imposing Special Assessments and Certifying an Assessment Roll**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor Resolution 2023-12 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the public hearing was closed.

**SIXTH ORDER OF BUSINESS** **Consideration of Fiscal Year 2023/2024 Deficit Funding Agreement**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the Fiscal Year 2024 Deficit Funding Agreement with Lennar Homes, LLC was approved.

**SEVENTH ORDER OF BUSINESS** **Staff Reports**

**A. Attorney**

**B. Engineer**

**C. District Manager's Report**

**i. Balance Sheet and Income Statement**

A copy of the financials was included in the agenda package.

**ii. Consideration of Funding Requests #10 - #15**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor, funding requests 10-15 were approved.

**EIGHTH ORDER OF BUSINESS Other Business**

**A. Discussion of Pending Plat Conveyances**

**B. Status of Permit Transfers**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS Supervisor's Requests**

There being no comments, the next item followed.

**TENTH ORDER OF BUSINESS Adjournment**

On MOTION by Mr. Morgan seconded by Mr. Kewley with all in favor the meeting adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

# SECTION IV

22-23-26-0010-LA0-00001; SW0-002A1
Wellness Way (#0554) Segment B

**This instrument prepared by:**
Melanie Marsh, County Attorney
P.O. Box 7800, Tavares, FL 32778
**Return to:** Lake County Public Works Dept. - RW
P.O. Box 7800, Tavares, FL 32778

# DRAINAGE EASEMENT
(Corporation)

THIS EASEMENT, made this_____ day of _____, 2023, between WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801
as "first party," and

LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, Florida 32778-7800, as "second party".

WITNESS, that the first party, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the second party its successors and assigns, a perpetual Easement and right-of-way for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches in, upon and through the following described tract of land in Lake County, Florida, to-wit:

**AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.**

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns, from all claims of damage, if any, arising from or growing out of such construction and/or maintenance, to the lands, if any, owned by the first parties, lying adjacent or contiguous to the lands herein above described.

The property owner shall maintain the legal right to modify, reconfigure and/or relocate the drainage facilities in any manner which still provides for treatment and attenuation of stormwater; this includes underground vaults and/or exfiltration trenches and shall be the maintenance entity for the stormwater ponds. It is expressly understood and agreed by the parties that the "first party" shall at all times have the right to relocate, expand and jointly use the Retention Pond area identified in Exhibit "A", and to commingle in said retention pond, stormwater runoff from and in connection with the development of the "first party's" property, so long as the retention pond continues to sufficiently accommodate the stormwater runoff from the Wellness Way Segment B Project. Maintenance of said pond area shall be the responsibility of the property owner once it is jointly used.

In the event the "first party" desires to relocate the drainage facilities and/or the retention pond out of the easement area granted or conveyed to the "second party" under this Agreement, the "first party" shall grant the "second party" a new easement, at no additional cost to the "second party", covering the area of the relocated drainage facilities and/or retention pond area. The new easement shall be of the same size, width, and functionality as the easement area purchased hereunder, and such new easement area shall be in a location agreeable to the "second party". "First party" shall be responsible for

all costs associated with relocating the drainage facilities and/or retention pond to the new easement area.

IN WITNESS THEREOF, first party has hereunder set his or her hand and seal on this the day and year first above written. Signed, Sealed and Delivered in our presence as witnesses:

Witnesses:

Grantor(s): Wellness Ridge Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

1. Sign: _____

_____ (Seal)
Adam Morgan, Chairman

Print Name: _____

2. Sign: _____

Print Name: _____

OR:

ATTEST:

Sign: _____

Print Name and Title: _____(Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Adam Morgan as Chairman, on behalf of Wellness Ridge Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes.

_____
Signature of Notary Public – State of _____

_____
Print Commissioned Name

Personally Known OR Produced Identification
Type of Identification Produced _____

# SKETCH OF DESCRIPTION

NOT A SURVEY



TRACT SW–3, WELLNESS RIDGE PHASE 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGES 69 THROUGH 75 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT SW–3; THENCE RUN THE FOLLOWING COURSES ALONG THE PERIMETER OF SAID TRACT SW–3: SOUTH 09°56'25" WEST FOR A DISTANCE OF 87.26 FEET; THENCE RUN SOUTH 25°12'49" WEST FOR A DISTANCE OF 73.34 FEET; THENCE RUN SOUTH 25°12'49" WEST FOR A DISTANCE OF 275.14 FEET; THENCE RUN SOUTH 25°35'31" WEST FOR A DISTANCE OF 56.27 FEET; THENCE RUN SOUTH 18°58'47" WEST FOR A DISTANCE OF 56.27 FEET; THENCE RUN SOUTH 18°07'12" WEST FOR A DISTANCE OF 56.19 FEET; THENCE RUN SOUTH 14°17'47" WEST FOR A DISTANCE OF 56.19 FEET; THENCE RUN SOUTH 10°35'59" WEST FOR A DISTANCE OF 56.18 FEET; THENCE RUN SOUTH 07°32'24" WEST FOR A DISTANCE OF 56.17 FEET; THENCE RUN SOUTH 04°16'15" WEST FOR A DISTANCE OF 74.88 FEET TO A POINT ON A NON TANGENT CURVE,, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 85.00 FEET, WITH A CHORD BEARING OF SOUTH 50°31'08" WEST, AND A CHORD DISTANCE OF 63.94 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°11'21" FOR A DISTANCE OF 65.56 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 89°32'44" WEST FOR A DISTANCE OF 139.12 FEET; THENCE RUN NORTH 73°23'28" WEST FOR A DISTANCE OF 24.96 FEET; THENCE RUN NORTH 56°08'06" WEST FOR A DISTANCE OF 36.58 FEET; THENCE RUN NORTH 25°00'00" WEST FOR A DISTANCE OF 355.00 FEET; THENCE RUN NORTH 17°27'51" WEST FOR A DISTANCE OF 55.93 FEET; THENCE RUN NORTH 07°37'49" WEST FOR A DISTANCE OF 56.65 FEET; THENCE RUN NORTH 02°31'32" EAST FOR A DISTANCE OF 56.64 FEET; THENCE RUN NORTH 12°40'53" EAST FOR A DISTANCE OF 56.65 FEET; THENCE RUN NORTH 22°48'53" EAST FOR A DISTANCE OF 56.96 FEET; THENCE RUN NORTH 26°57'16" EAST FOR A DISTANCE OF 392.46 FEET TO A POINT ON THE SOUTH LINE OF TRACT RW–1, WELLNESS WAY AS RECORDED IN WELLNESS RIDGE PHASE 1–A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE AFORESAID PUBLIC RECORDS, SAID POINT BEING ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2200.00 FEET, WITH A CHORD BEARING OF SOUTH 73°46'07" EAST, AND A CHORD DISTANCE OF 482.15 FEET; THENCE RUN SOUTHEASTERLY ALONG SAID SOUTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°34'56" FOR A DISTANCE OF 483.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 409,307 SQUARE FEET OR 9.40 ACRES, MORE OR LESS.

SHEET 1 OF 4
SEE SHEETS 2–3 FOR SKETCH
SEE SHEET 4 FOR TABLES

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## SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY LINE OF TRACT SW–3 AS BEING N 26°57'16" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

| | | | |
|---|---|---|---|
| JOB #: | 20180429 | CALC BY: | DY |
| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 100' | CHECKED BY: | HF |

FOR THE LICENSED BUSINESS #6723 BY:

Digitally signed by: James L Rickman
Date: 2023.09.08 09:48:45 -04'00'

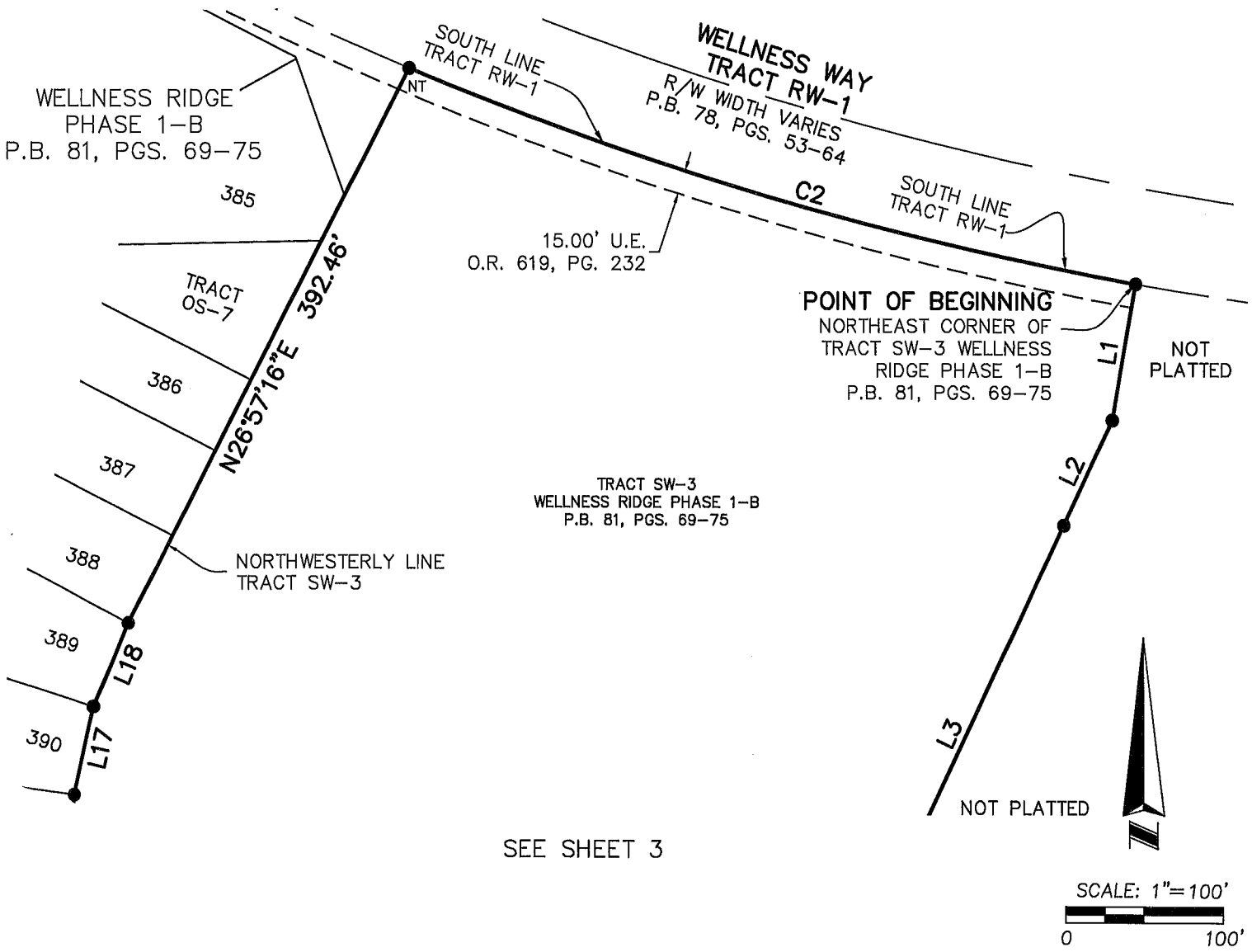
JAMES L. RICKMAN, P.S.M. #5633

EXHIBIT 'A'

# SKETCH OF DESCRIPTION

NOT A SURVEY



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SYMBOL AND ABBREVIATION LEGEND:

| | | | |
|---|---|---|---|
| ● | CHANGE IN DIRECTION | P.B. | PLAT BOOK |
| LB | LICENSED BUSINESS | PGS. | PAGE(S) |
| NT | NON–TANGENT | | |

SHEET 2 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR TABLES

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| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 100' | CHECKED BY: | HF |

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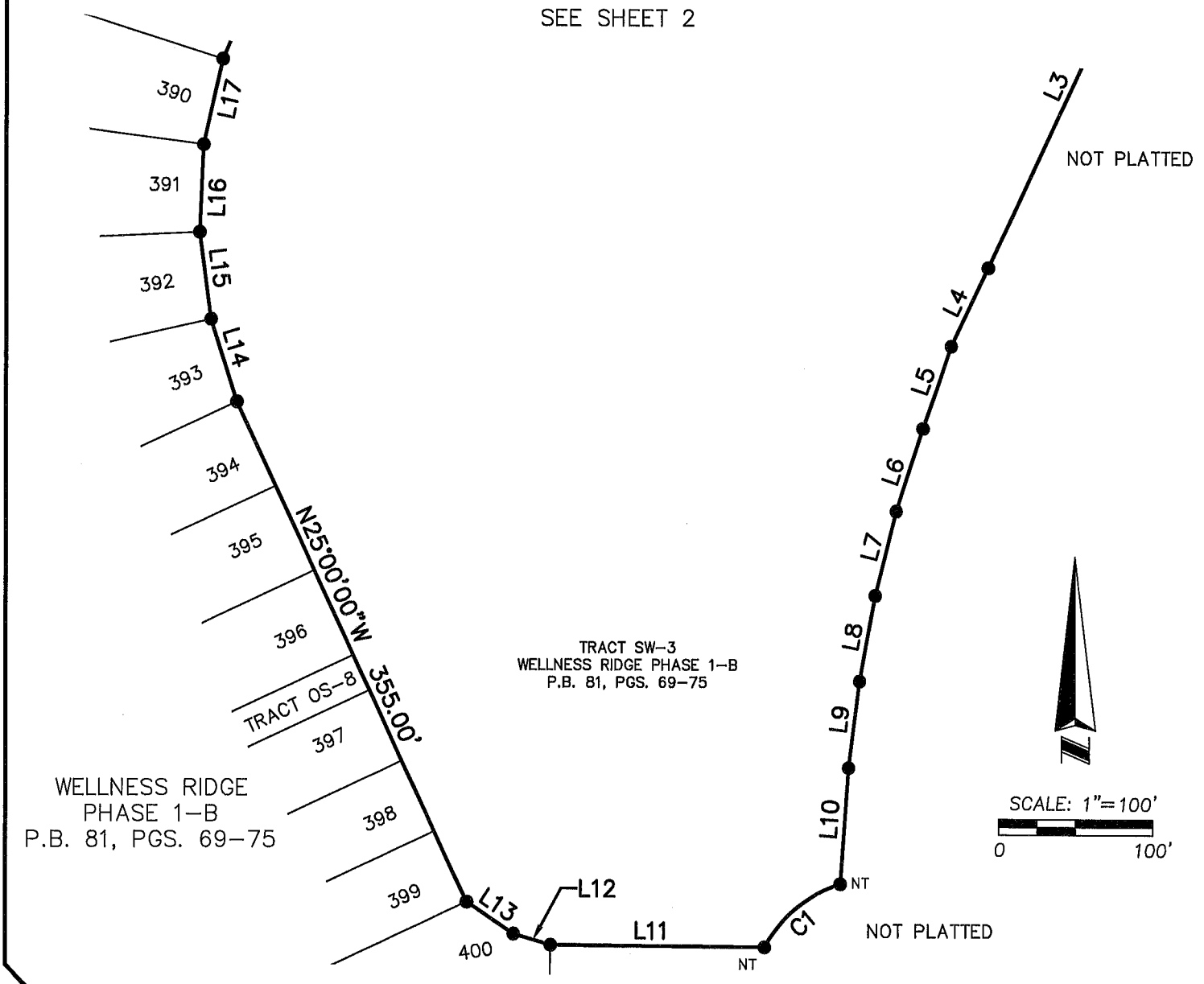
EXHIBIT 'A'

# SKETCH OF DESCRIPTION

NOT A SURVEY



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SHEET 3 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR TABLES

| | | | |
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| JOB #: | 20180429 | CALC BY: | DY |
| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 100' | CHECKED BY: | HF |

Drawing name: L:\Data\20180429\SKETCHES\sketch - 81 southeast pond SHEET 3

# SKETCH OF DESCRIPTION

NOT A SURVEY



| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S09°56'25"W | 87.26' |
| L2 | S25°12'49"W | 73.34' |
| L3 | S25°12'49"W | 275.14' |
| L4 | S25°35'31"W | 56.27' |
| L5 | S18°58'47"W | 56.27' |
| L6 | S18°07'12"W | 56.19' |
| L7 | S14°17'47"W | 56.19' |
| L8 | S10°35'59"W | 56.18' |
| L9 | S07°32'24"W | 56.17' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L10 | S04°16'15"W | 74.88' |
| L11 | N89°32'44"W | 139.12' |
| L12 | N73°23'28"W | 24.96' |
| L13 | N56°08'06"W | 36.58' |
| L14 | N17°27'51"W | 55.93' |
| L15 | N07°37'49"W | 56.65' |
| L16 | N02°31'32"E | 56.64' |
| L17 | N12°40'53"E | 56.65' |
| L18 | N22°48'53"E | 56.96' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | CHORD BEARING | CHORD | DELTA | LENGTH |
| C1 | 85.00' | S50°31'08"W | 63.94' | 044°11'21" | 65.56' |
| C2 | 2200.00' | S73°46'07"E | 482.15' | 012°34'56" | 483.12' |

SHEET 4 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2–3 FOR SKETCH

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# SKETCH OF DESCRIPTION

NOT A SURVEY



TRACT SW2–A1, WELLNESS RIDGE PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGES 53 THROUGH 64 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT SW2–A1, ALSO BEING A POINT ON THE SOUTH LINE OF WELLNESS WAY, TRACT RW–1 OF SAID WELLNESS RIDGE PHASE 1–A; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTH LINE AND THE NORTH LINE OF AFORESAID TRACT SW2–A1: SOUTH 63°02'44" EAST FOR A DISTANCE OF 433.80 FEET; THENCE RUN SOUTH 50°38'17" EAST FOR A DISTANCE OF 41.89 FEET; THENCE RUN SOUTH 63°02'44" EAST FOR A DISTANCE OF 288.30 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 18°02'44" EAST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE EAST LINE OF AFORESAID TRACT SW2–A1 AND THE WEST RIGHT OF WAY LINE OF BLISSFUL STREET AS RECORDED IN WELLNESS RIDGE PHASE 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 81, PAGES 69 THROUGH 75 OF THE AFORESAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID EAST LINE AND WEST RIGHT OF WAY LINE: SOUTH 26°57'16" WEST FOR A DISTANCE OF 760.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 445.00 FEET, WITH A CHORD BEARING OF SOUTH 58°22'51" WEST, AND A CHORD DISTANCE OF 464.05 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°51'09" FOR A DISTANCE OF 488.16 FEET TO A POINT ON A NON TANGENT LINE, SAID POINT BEING ON THE WEST LINE OF AFORESAID TRACT SW2–A1; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WEST LINE: NORTH 00°27'30" EAST FOR A DISTANCE OF 136.08 FEET; THENCE RUN NORTH 04°32'05" WEST FOR A DISTANCE OF 186.23 FEET; THENCE RUN NORTH 03°33'04" WEST FOR A DISTANCE OF 59.76 FEET; THENCE RUN NORTH 02°46'44" WEST FOR A DISTANCE OF 59.76 FEET; THENCE RUN NORTH 02°00'24" WEST FOR A DISTANCE OF 59.76 FEET; THENCE RUN NORTH 00°07'03" EAST FOR A DISTANCE OF 268.64 FEET ; THENCE RUN NORTH 02°07'22" EAST FOR A DISTANCE OF 49.96 FEET; THENCE RUN NORTH 03°48'19" EAST FOR A DISTANCE OF 199.47 FEET; THENCE RUN NORTH 05°00'41" EAST FOR A DISTANCE OF 28.00 FEET; THENCE RUN NORTH 05°53'30" EAST FOR A DISTANCE OF 189.27 FEET; THENCE RUN NORTH 26°57'16" EAST FOR A DISTANCE OF 83.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 628,049 SQUARE FEET OR 14.42 ACRES, MORE OR LESS.

SHEET 1 OF 4
SEE SHEETS 2–3 FOR SKETCH
SEE SHEET 4 FOR TABLES

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SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J–17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF TRACT SW2–A1 AS BEING S 63°02'44" E (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS WEBSITE.

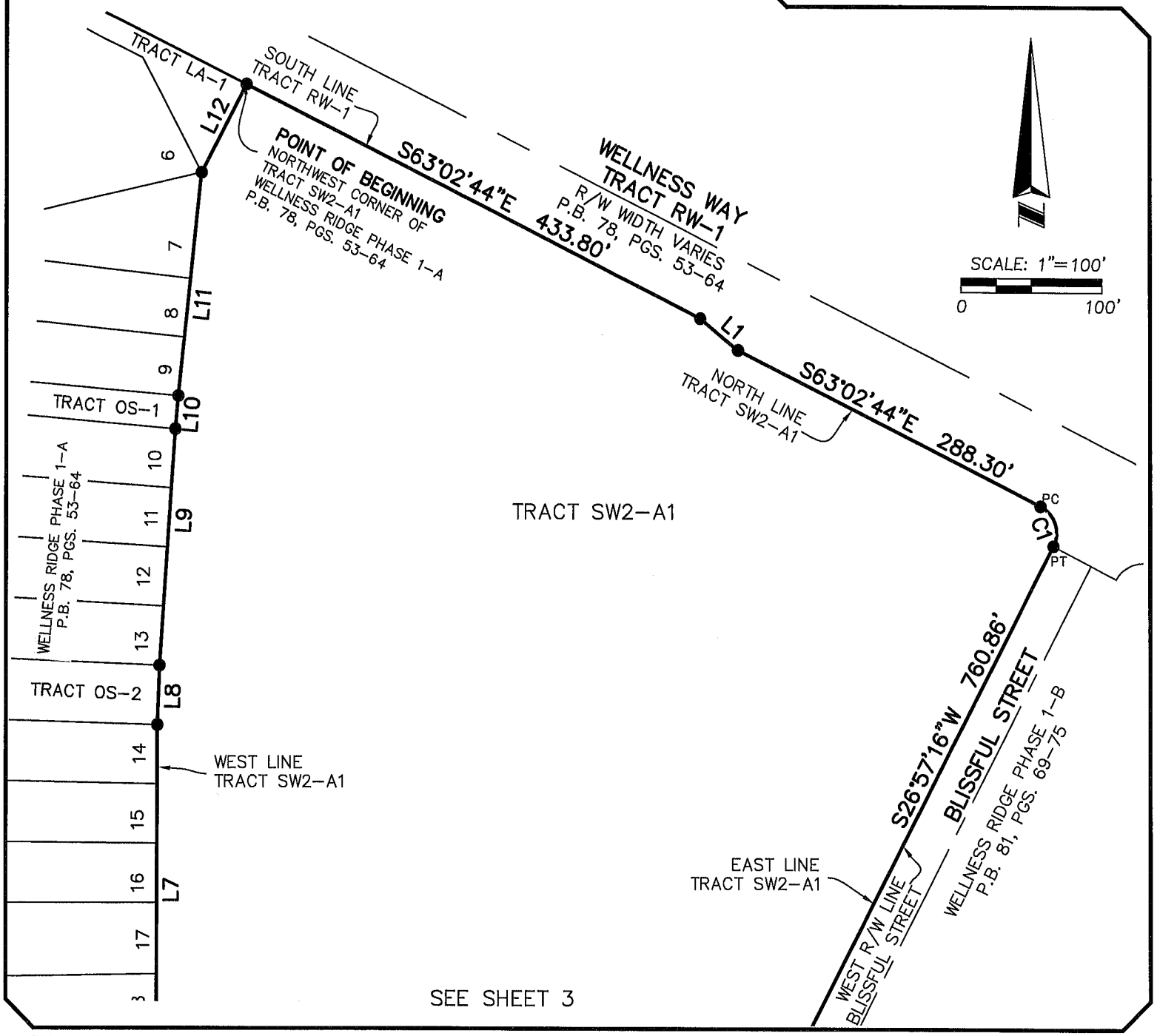
| | | |
|---|---|---|
| JOB #: 20180429 | CALC BY: DY | FOR THE LICENSED BUSINESS #6723 BY: |
| DATE: 8/31/2023 | DRAWN BY: DY | Digitally signed by James L Rickman Date: 2023.09.08 09:49:34 -04'00' |
| SCALE: 1" = 120' | CHECKED BY: HF | JAMES L. RICKMAN, P.S.M. #5633 |

EXHIBIT 'A'

# SKETCH OF DESCRIPTION

NOT A SURVEY






SYMBOL AND ABBREVIATION LEGEND:

| | | | |
|---|---|---|---|
| ● | CHANGE IN DIRECTION | P.B. | PLAT BOOK |
| LB | LICENSED BUSINESS | PGS. | PAGE(S) |
| PC | POINT OF CURVATURE | | |
| PT | POINT OF TANGENCY | | |
| NT | NON-TANGENT | | |

SHEET 2 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 4 FOR TABLES

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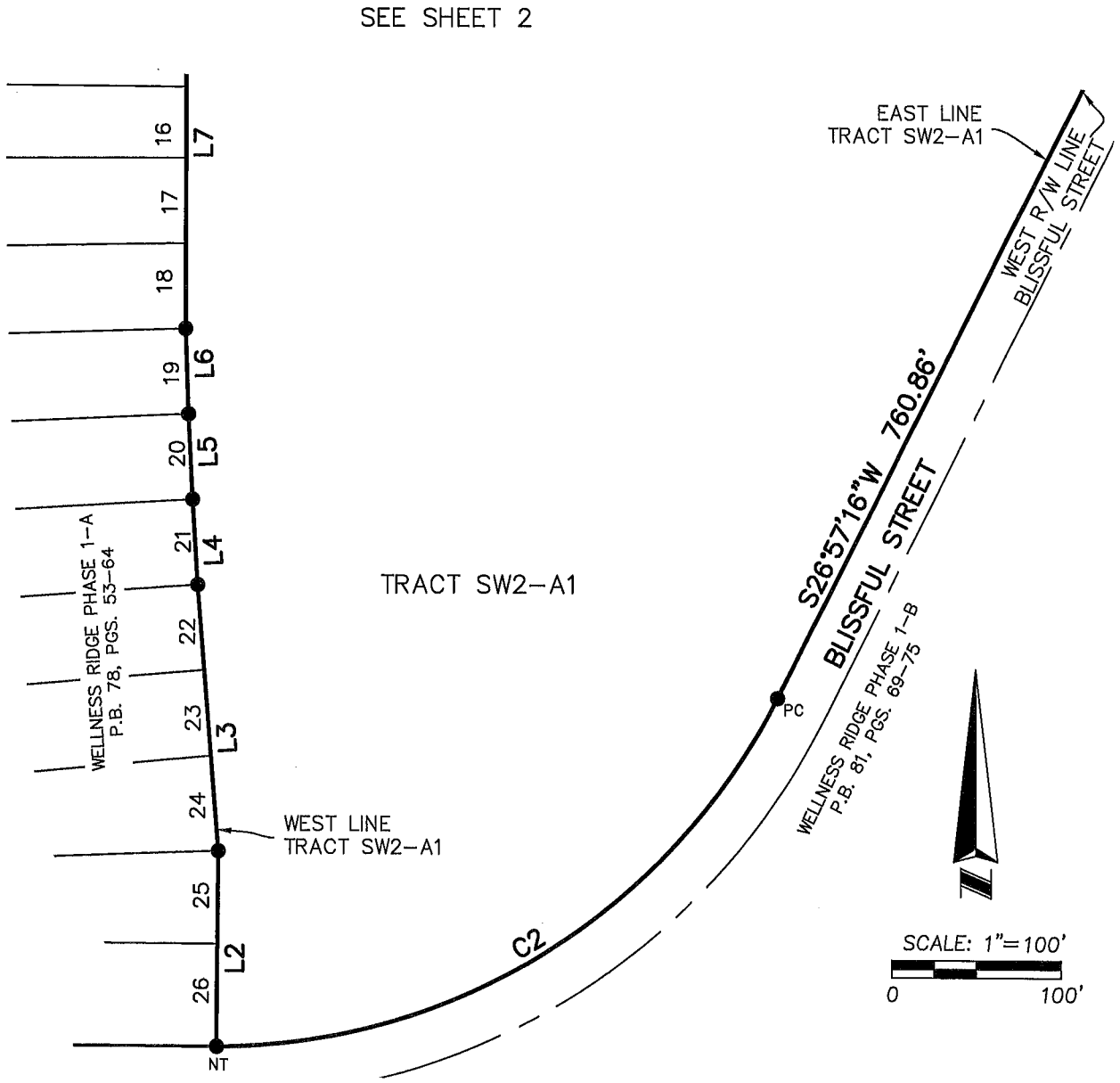
| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 120' | CHECKED BY: | HF |

EXHIBIT 'A'

# SKETCH OF DESCRIPTION

NOT A SURVEY



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|---|---|---|---|
| ● | CHANGE IN DIRECTION | P.B. | PLAT BOOK |
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SHEET 3 OF 4
SEE SHEET 1 FOR DESCRIPTION
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| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 120' | CHECKED BY: | HF |

EXHIBIT 'A'

# SKETCH OF DESCRIPTION

NOT A SURVEY



| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | S50°38'17"E | 41.89' |
| L2 | N00°27'30"E | 136.08' |
| L3 | N04°32'05"W | 186.23' |
| L4 | N03°33'04"W | 59.76' |
| L5 | N02°46'44"W | 59.76' |
| L6 | N02°00'24"W | 59.76' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L7 | N00°07'03"E | 268.64' |
| L8 | N02°07'22"E | 49.96' |
| L9 | N03°48'19"E | 199.47' |
| L10 | N05°00'41"E | 28.00' |
| L11 | N05°53'30"E | 189.27' |
| L12 | N26°57'16"E | 83.52' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | CHORD BEARING | CHORD | DELTA | LENGTH |
| C1 | 25.00' | S18°02'44"E | 35.36' | 090°00'00" | 39.27' |
| C2 | 445.00' | S58°22'51"W | 464.05' | 062°51'09" | 488.16' |

SHEET 4 OF 4
SEE SHEET 1 FOR DESCRIPTION
SEE SHEETS 2–3 FOR SKETCH

ALLEN COMPANY
SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SYMBOL AND ABBREVIATION LEGEND:

| | | | |
|---|---|---|---|
| ● | CHANGE IN DIRECTION | P.B. | PLAT BOOK |
| LB | LICENSED BUSINESS | PGS. | PAGE(S) |
| PC | POINT OF CURVATURE | | |
| PT | POINT OF TANGENCY | | |
| NT | NON-TANGENT | | |

| | | | |
|---|---|---|---|
| JOB #: | 20180429 | CALC BY: | DY |
| DATE: | 8/31/2023 | DRAWN BY: | DY |
| SCALE: | 1" = 120' | CHECKED BY: | HF |

Comments from Counsel for Lennar

22-23-26-0010-LA0-00001; SW0-002A1
Wellness Way (#0554) Segment B

**This instrument prepared by:**
Melanie Marsh, County Attorney
P.O. Box 7800, Tavares, FL 32778
**Return to:** Lake County Public Works Dept. - RW
P.O. Box 7800, Tavares, **FL** 32778

**DRAINAGE EASEMENT**
(Corporation)

THIS EASEMENT, made this ____ day of _____ , 2023, between WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes do Governmental Management Services — Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801 as "first party," and

LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, Florida 32778-7800, as "second party".

WITNESS, that the first party, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the second party its successors and assigns, a perpetual non-exclusive Drainage Easement for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches in, upon and through the following described tract of land in Lake County, Florida, to-wit:

**Deleted:** and right-of-way

**AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.**

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns, from all claims of damage, if any, arising from or growing out of such construction and/or maintenance, to the lands, if any, owned by the first parties, lying adjacent or contiguous to the lands herein above described.

The property owner shall maintain the legal right to modify, reconfigure, expand, jointly use and/or relocate the drainage facilities in any manner which still provides for treatment and attenuation of stormwater; this includes underground vaults and/or exfiltration trenches and shall be the maintenance entity for the stormwater ponds. It is expressly understood and agreed by the parties that the "first party" shall at all times have the right to relocate, expand and jointly use the Retention Pond area identified in Exhibit "A", and to commingle in said retention pond, stormwater runoff from and in connection with the development of the "first party's" property, so long as the retention pond continues to sufficiently accommodate the stormwater runoff from the Wellness Way Segment B Project. Maintenance of said pond area shall be the responsibility of the property owner once it is jointly used.

In the event the "first party" desires to relocate the drainage facilities and/or the retention pond out of the easement area granted or conveyed to the "second party" under this Agreement, the "first party" shall grant the "second party" a new easement, at no additional cost to the "second party", covering the area of the relocated drainage facilities and/or retention pond area, whereupon the second party will release and terminate the portion of the existing easement area no longer needed and promptly record such release and termination in the Public Records of Lake County, Florida. The new easement shall be of the same size, width, and functionality as the easement area donated by the "first

**Deleted:** purchased

party" hereunder, and such new easement area shall be in a location agreeable to the "second party". "First party" shall be responsible for

# SECTION V

*[INSERT RECORDING INFO*]

---

**INTERLOCAL AGREEMENT**
**BETWEEN LAKE COUNTY, FLORIDA AND**
**THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**
**REGARDING THE FUNDING, OPERATION AND MAINTENANCE OF STREET LIGHTING ALONG WELLNESS WAY**

**THIS INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE FUNDING, OPERATION AND MAINTENANCE OF STREET LIGHTING ALONG WELLNESS WAY** (the "Interlocal Agreement"), dated as of _____, 2023, is entered into by and between **Lake County, Florida** (the "County"), a political subdivision of the State of Florida, and the **Wellness Ridge Community Development District** (the "District"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with its District Manager being Governmental Management Services – Central Florida, with offices located at 219 E. Livingston Street, Orlando, Florida 32801.

**RECITALS:**

**WHEREAS,** it is in the mutual interest of the County and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of the District;

**WHEREAS,** Chapter 163, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969" (hereinafter, the "Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities,

**WHEREAS,** the County and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law;

**WHEREAS,** the County and the District desire to exercise jointly their common powers

and authority concerning the cost-effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

**WHEREAS**, it is the purpose and intent of this Interlocal Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Interlocal Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act");

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively;

**WHEREAS**, Section 163.01(5)(f) of the Cooperation Act provides that an Interlocal Agreement may contain a method or formula for equitably providing for and allocating and financing capital and operating costs for capital projects on the basis of the amount of benefits received or conferred by each participating government;

**WHEREAS,** to the extent needed, this Interlocal Agreement shall serve as the agreement between the District and a governmental entity required by Section 190.012(g), *Florida Statutes* and Section 190.012(h), *Florida Statutes*;

**WHEREAS**, the District was created by Ordinance No. 2022-018 of the City Council for the City of Clermont, Florida, dated May 10, 2022, pursuant to Chapter 190, *Florida Statutes* (the "Act"), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District;

**WHEREAS**, under the Act, the District has permission to maintain certain community development services and facilities that are within the District's jurisdictional boundaries;

**WHEREAS**, the County owns Tract RW-1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida (hereinafter referred to as "Wellness Way");

**WHEREAS**, the County desires to have the District construct/install street lighting, landscaping and sidewalks on Wellness Way, in accordance with the County Code minimum standards (the "Improvements");

**WHEREAS**, the County also desires to have the District temporarily maintain the Improvements;

**WHEREAS**, the [County and Lennar Homes, LLC] agree to reimburse the District for the installation and maintenance of the Improvements; and

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

1. Recitals. The above recitals are true and correct and hereby incorporated into the substantive body of this Interlocal Agreement.

2. Maintenance Responsibilities. The District shall, at a cost reimbursable by the County to the District, install and temporarily maintain the Improvements, subject to the conditions set forth herein. Upon the County's establishment of a Municipal Service Taxing Unit ("MSTU"), the District's maintenance obligations shall be transferred to the County in phases. Maintenance of the Improvements shall occur at a level, intensity and frequency consistent with all applicable County standards and practices, and shall, in any event, be performed at a level, intensity and frequency commensurate with other County-owned rights-of-way of a similar nature and type. Landscaping, as described in this Interlocal Agreement, does not include irrigation systems and other such attendant improvements within Wellness Way, all of which shall remain the property and responsibility of the County. Notwithstanding the obligations placed on the County herein, the District shall maintain and temporarily operate the irrigation system within Wellness Way for a minimum period concurrent with the warranty period of certain trees which have been planted therein; said warranty period began _____, 2023 and runs for three-hundred sixty-five (365) days. Following turnover of the maintenance obligations for the Improvements to the County, notwithstanding anything herein, the District shall have the option, but not the obligation, upon prior written notice to the County, to perform the County's maintenance obligations hereunder, at the District's sole cost and expense, at intervals more frequent than the County's regularly scheduled maintenance in order to enhance the aesthetic quality of the Improvements. The performance of this additional maintenance by the District shall be completely within the District's sole discretion and shall not relieve or supplant, in any way, the County's obligations, either under this Interlocal Agreement or currently existing, to maintain the Improvements.

3. Right of Entry. Subject to the limitations described in paragraph 2 above, the County hereby grants District a right of entry authorizing District to enter upon the Wellness Way, as necessary, to accomplish District's obligations under this Interlocal Agreement.

4. Additional Landscaping or Irrigation. District may, in its sole discretion, submit an engineer's plan to the County describing the potential installation of additional landscaping and/or irrigation within Wellness Way. County shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a revised plan for District's consideration. District shall have the authority, at its sole cost, to install and maintain additional landscaping and/or irrigation within Wellness Way, as approved by the County. Once the additional landscaping and/or irrigation is installed, the County and the District shall renegotiate and amend this Interlocal Agreement to delineate the ongoing maintenance responsibilities within the Wellness Way. In the event such additional landscaping and/or irrigation is installed, the District and the County shall

also create and agree upon a cooperated maintenance schedule prior to initiating maintenance activities for said additional landscaping and/or irrigation.

5. Release. Th County hereby releases the District, its representatives, agents, employees and elected officials, from any and all liability or claims related to or arising out of this Interlocal Agreement.

6. Priority of Wellness Way. The landscaping within Wellness Way shall not be installed or maintained in such a manner so as to interfere, in any way, with the County's operation or maintenance of Wellness Way. It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the County, without liability to the District, at any time in the future as determined to be necessary by the County, in its sole discretion.

7. Indemnification. As limited by applicable Florida law and the District's sovereign immunity, the County agrees that it shall release, indemnify, and hold the District, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from the District's obligations herein, and any tort, intentional action, negligent act or omission of the County, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, for acts or omissions occurring in Wellness Way and resulting from District's activities as authorized herein.

8. County Inspection. The County shall have the right, but not the obligation, to inspect the Improvements to determine whether it has been properly installed. If the County determines, within its sole, reasonable discretion, that any portion of said Improvements have not been properly installed, the County shall notify the District in writing of said determination and of the appropriate repair or replacement the District must undertake. The District shall have ten (10) business days to make said repairs or replacements, after which time the County may terminate this Interlocal Agreement as provided in paragraph 23, herein.

9. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

If to County: Lake County, Florida
_____
_____
_____
Attn: _____

With a copy to: _____
_____
_____
Attn: County Attorney

If to the District: Wellness Ridge Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George S. Flint, District Manager

With Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Jan Albanese Carpenter, Esq. – District Counsel

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

10. Modification. This Interlocal Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of Lake County, Florida.

11. Successors and Assigns. The terms and conditions of this Interlocal Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

12. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

13. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this Interlocal Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Interlocal Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

14. Relationship Between the parties. The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and County as the entities responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Interlocal Agreement, nor the relationship between the parties which may arise as a result of the provisions of this Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

15. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

16. Severability. This Interlocal Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Interlocal Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17. Recording of Agreement. The County shall be responsible for recording this Interlocal Agreement (including all costs associated therewith) within the Public Records of Lake County, Florida and shall send a copy of said recorded Interlocal Agreement to the District.

18. Counterpart Execution. This Interlocal Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

19. Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be solely in Lake County, Florida.

20. Controlling Laws. The parties to this Interlocal Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

21. Legal Counsel. The District and County acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

22. Negotiation. The parties to this Interlocal Agreement acknowledge that all terms of this Interlocal Agreement were negotiated at arms length and that this Interlocal Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Interlocal Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Interlocal Agreement in favor of or against any person or party who drafted this Interlocal Agreement.

23. Termination of Agreement. The County and the District retain the right to terminate this Interlocal Agreement upon thirty (30) days notice by notifying the other party in writing of such termination at the address listed in Section 9 of this Interlocal Agreement. Upon termination, the County will reimburse the District for services rendered to date, and the District agrees to transfer any Improvements in its name and/or control to the County by separate instrument. Upon termination, the District's maintenance obligations of the Improvements shall end.

24. Effective Date. This Interlocal Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court of Lake County, Florida. This Interlocal Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[Signature pages to follow]

**COUNTY SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**ATTEST:**

By:_____
Name: _____
Title: County Clerk

**LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida

By:_____
Name:_____
Title:_____

Approved as to form and legality for the use and reliance of Lake County, Florida only

_____, 2023

By: _____
County Attorney

**STATE OF FLORIDA )**
**COUNTY OF LAKE )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2023, by _____ _____ and _____, as the _____ and County Clerk of Lake County, Florida, and who have acknowledged that they executed the same on behalf of Lake County, Florida and that each was authorized to do so. Each is [ ] personally known to me or [ ] has produced _____ as identification.

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

**DISTRICT SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

**ATTEST:**

By:_____
Name:_____
Title: _____

_____
Name:_____

**STATE OF FLORIDA )**
**COUNTY OF _____ )**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this_____ day of _____, 2023, by _____, as _____ and _____ as _____for the Wellness Ridge Community Development District, who has acknowledged that they executed the same on behalf of the Wellness Ridge Community Development District. Each is [ ] personally known to me or [ ] has produced valid identification.

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

**EXHIBIT "A"**

**Legal Description of the Maintenance**

Tract RW-1, according to the WELLNESS RIDGE PHASE 1-A plat, as recorded in Plat Book 78, Page 53, Public Records of Lake County, Florida.

# SECTION VI

**DEVELOPER FUNDING AGREEMENT BETWEEN**
**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT AND**
**LENNAR HOMES, LLC**

**THIS AGREEMENT** ("Agreement") is made and entered into this _____, 2023, by and between:

**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Lake County, Florida, with a mailing address of c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter "District"), and

**LENNAR HOMES, LLC**, a Florida limited liability company, with a mailing address of 5505 Blue Lagoon Drive, Miami, Florida 33126 and the owner of certain undeveloped lands within the District (hereinafter "Developer").

**RECITALS**

**WHEREAS**, the District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, water and wastewater facilities, roadways, landscaping, parks, and recreational facilities and uses; and

**WHEREAS**, the Developer is the owner and/or developer of certain lands located within the boundaries of the District known as Wellness Ridge (hereinafter, the "Development") upon which the District's improvements have been or will be made; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the District is anticipated to be without sufficient funds available to provide for the construction of street lighting and landscaping along Wellness Way within the Development, as further described in **Exhibit "A"** including construction and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, the "Improvements"); and

**WHEREAS**, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements ~~if and when the District exhausts the funds on deposit in the construction account~~; and

**WHEREAS**, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements as described in **Exhibit A**, and the

parties agree that, in the event that bonds are issued, the funds provided under this Agreement will be reimbursable from those bonds.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. FUNDING.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements. District shall enter into an Interlocal Agreement with Lake County, Florida, for the funding, operation and maintenance of street lighting along Wellness Way in an approximate amount of [$_____]. Developer will make such funds to cover the costs of the agreement available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's construction account with such depository as determined by the District.

**3. REPAYMENT**. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

**4. DEFAULT**. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.

**5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**6. AGREEMENT.** This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

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

**9. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Wellness Ridge Community Development District
c/o Governmental Management Services –
Central Florida, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attn: District Manager

**With a copy to:** Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

**B. If to Developer:** Lennar Homes, LLC
5505 Blue Lagoon Drive,
Miami, Florida 33126
Attn: Mark McDonald, Vice President

**With a copy to:** Lennar Corporation
700 N. 107th Avenue
Miami, Florida 33172
Attention: Mark Sustana, Esq., General Counsel

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the party he/she represents. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees

of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law and the District's Record Retention Schedule.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[*Signatures on next page*]

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

_____
Secretary/Assistant Secretary

_____
_____
Vice/Chairperson, Board of Supervisors

WITNESS:

**LENNAR HOMES, LLC,** a Florida limited liability company

_____
Print Name: _____

_____
Mark McDonald, Vice President

# SECTION VII

# SECTION C

# SECTION 1

# *Wellness Ridge*

## *Community Development District*

## *Unaudited Financial Reporting*

*August 31, 2023*

# Table of Contents

# Wellness Ridge

## Community Development District

### Combined Balance Sheet

### August 31, 2023

| | *General Fund* | *Debt Service Fund* | *Capital Projects Fund* | *Total Governmental Funds* |
|---|---|---|---|---|
| **Assets:** | | | | |
| Cash: | | | | |
| Operating Account | $ 8,079 | $ - | $ - | $ 8,079 |
| Investments: | | | | |
| *Series 2023* | | | | |
| Reserve | $ - | $ 261,231 | $ - | $ 261,231 |
| Revenue | $ - | $ 438 | $ - | $ 438 |
| Construction/Acquistion | $ - | $ - | $ 55,007 | $ 55,007 |
| Cost of Issuance | $ - | $ - | $ 143 | $ 143 |
| Due from Developer | $ 861 | $ - | $ - | $ 861 |
| **Total Assets** | **$ 8,941** | **$ 261,669** | **$ 55,150** | **$ 325,760** |
| **Liabilities:** | | | | |
| Accounts Payable | $ - | $ - | $ - | $ - |
| **Total Liabilites** | **$ -** | **$ -** | **$ -** | **$ -** |
| **Fund Balance:** | | | | |
| Restricted: | | | | |
| Debt Service Series 2023 | $ - | $ 261,669 | $ - | $ 261,669 |
| Capital Projects Series 2023 | $ - | $ - | $ 55,150 | $ 55,150 |
| Unassigned | $ 8,941 | $ - | $ - | $ 8,941 |
| **Total Fund Balances** | **$ 8,941** | **$ 261,669** | **$ 55,150** | **$ 325,760** |
| Total Liabilities & Fund Balance | $ 8,941 | $ 261,669 | $ 55,150 | $ 325,760 |

# Wellness Ridge

## Community Development District

### General Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2023

| | Adopted Budget | Prorated Budget Thru 08/31/23 | Actual Thru 08/31/23 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Developer Contributions | $ 138,178 | $ 78,721 | $ 78,721 | $ - |
| **Total Revenues** | **$ 138,178** | **$ 78,721** | **$ 78,721** | **$ -** |
| **Expenditures:** | | | | |
| ***General & Administrative:*** | | | | |
| Supervisor Fees | $ 12,000 | $ 11,000 | $ 6,200 | $ 4,800 |
| FICA Expenditures | $ 918 | $ 842 | $ 474 | $ 367 |
| Engineering | $ 15,000 | $ 13,750 | $ - | $ 13,750 |
| Attorney | $ 25,000 | $ 22,917 | $ 17,543 | $ 5,374 |
| Annual Audit | $ 4,000 | $ - | $ - | $ - |
| Assessment Administration | $ 5,000 | $ - | $ - | $ - |
| Arbitrage | $ 450 | $ - | $ - | $ - |
| Dissemination | $ 5,000 | $ 1,167 | $ 1,167 | $ - |
| Trustee Fees | $ 4,050 | $ - | $ - | $ - |
| Management Fees | $ 40,000 | $ 36,667 | $ 36,667 | $ 0 |
| Information Technology | $ 1,800 | $ 1,650 | $ 1,650 | $ - |
| Website Maintenance | $ 1,200 | $ 1,100 | $ 1,100 | $ - |
| Telephone | $ 300 | $ 275 | $ - | $ 275 |
| Postage & Delivery | $ 1,000 | $ 917 | $ 169 | $ 747 |
| Insurance | $ 5,000 | $ 5,000 | $ 5,000 | $ - |
| Printing & Binding | $ 1,000 | $ 917 | $ 149 | $ 768 |
| Legal Advertising | $ 10,000 | $ 9,167 | $ 2,164 | $ 7,003 |
| Other Current Charges | $ 5,000 | $ 4,583 | $ 252 | $ 4,331 |
| Office Supplies | $ 625 | $ 573 | $ 3 | $ 570 |
| Travel Per Diem | $ 660 | $ 605 | $ - | $ 605 |
| Dues, Licenses & Subscriptions | $ 175 | $ 175 | $ 175 | $ - |
| **Total General & Administrative** | **$ 138,178** | **$ 111,303** | **$ 72,712** | **$ 38,590** |
| ***Operations & Maintenance*** | | | | |
| Landscaping Maintenance | $ - | $ - | $ 5,400 | $ (5,400) |
| **Total Operations & Maintenance** | **$ -** | **$ -** | **$ 5,400** | **$ (5,400)** |
| **Total Expenditures** | **$ 138,178** | **$ 111,303** | **$ 78,112** | **$ 33,190** |
| **Excess (Deficiency) of Revenues over Expenditures** | $ - | | $ 609 | |
| **Fund Balance - Beginning** | $ - | | $ 8,332 | |
| **Fund Balance - Ending** | $ - | | $ 8,941 | |

# Wellness Ridge

## Community Development District

### Debt Service Fund Series 2023

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2023

| | Adopted Budget | Prorated Budget Thru 08/31/23 | Actual Thru 08/31/23 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest | $ - | $ - | $ 3,866 | $ 3,866 |
| **Total Revenues** | **$ -** | **$ -** | **$ 3,866** | **$ 3,866** |
| **Expenditures:** | | | | |
| Interest - 12/15 | $ - | $ - | $ - | $ - |
| Principal - 06/15 | $ - | $ - | $ - | $ - |
| Interest - 06/15 | $ - | $ - | $ 61,769 | $ (61,769) |
| **Total Expenditures** | **$ -** | **$ -** | **$ 61,769** | **$ (61,769)** |
| **Excess (Deficiency) of Revenues over Expenditures** | $ - | | $ (57,903) | |
| ***Other Financing Sources/(Uses)*** | | | | |
| Bond Proceeds | $ - | $ - | $ 323,000 | $ 323,000 |
| Transfer In/(Out) | $ - | $ - | $ (3,428) | $ (3,428) |
| **Total Other Financing Sources/(Uses)** | **$ -** | **$ -** | **$ 319,572** | **$ 319,572** |
| **Net Change in Fund Balance** | $ - | | $ 261,669 | |
| **Fund Balance - Beginning** | $ - | | $ - | |
| **Fund Balance - Ending** | $ - | | $ 261,669 | |

# Wellness Ridge

## Community Development District

### Capital Projects Fund Series 2023

### Statement of Revenues, Expenditures, and Changes in Fund Balance

**For The Period Ending August 31, 2023**

| | Adopted Budget | Prorated Budget Thru 08/31/23 | Actual Thru 08/31/23 | Variance |
|---|---|---|---|---|
| **Revenues:** | | | | |
| Interest | $ - | $ - | $ 61,427 | $ 61,427 |
| **Total Revenues** | **$ -** | **$ -** | **$ 61,427** | **$ 61,427** |
| **Expenditures:** | | | | |
| Capital Outlay | $ - | $ - | $ 7,118,557 | $ (7,118,557) |
| Capital Outlay - COI | $ - | $ - | $ 377,975 | $ (377,975) |
| **Total Expenditures** | **$ -** | **$ -** | **$ 7,496,532** | **$ (7,496,532)** |
| **Excess (Deficiency) of Revenues over Expenditures** | $ - | | $ (7,435,105) | |
| ***Other Financing Sources/(Uses)*** | | | | |
| Bond Proceeds | $ - | $ - | $ 7,532,000 | $ 7,532,000 |
| Issuance Discount | $ - | $ - | $ (45,173) | $ (45,173) |
| Transfer In/(Out) | $ - | $ - | $ 3,428 | $ 3,428 |
| **Total Other Financing Sources/(Uses)** | **$ -** | **$ -** | **$ 7,490,255** | **$ 7,490,255** |
| **Net Change in Fund Balance** | $ - | | $ 55,150 | |
| **Fund Balance - Beginning** | $ - | | $ - | |
| **Fund Balance - Ending** | $ - | | $ 55,150 | |

# Wellness Ridge

## Community Development District

### Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues:** | | | | | | | | | | | | | |
| Developer Contributions | $ 8,772 | $ 6,779 | $ 5,844 | $ 5,970 | $ 4,778 | $ 9,274 | $ 12,098 | $ 7,058 | $ 6,851 | $ 5,362 | $ 5,935 | $ - | $ 78,721 |
| **Total Revenues** | **$ 8,772** | **$ 6,779** | **$ 5,844** | **$ 5,970** | **$ 4,778** | **$ 9,274** | **$ 12,098** | **$ 7,058** | **$ 6,851** | **$ 5,362** | **$ 5,935** | **$ -** | **$ 78,721** |
| **Expenditures:** | | | | | | | | | | | | | |
| ***General & Administrative:*** | | | | | | | | | | | | | |
| Supervisor Fees | $ - | $ - | $ - | $ 1,600 | $ - | $ 1,000 | $ 1,800 | $ 1,000 | $ 800 | $ - | $ - | $ - | $ 6,200 |
| FICA Expenditures | $ - | $ - | $ - | $ 122 | $ - | $ 77 | $ 138 | $ 77 | $ 61 | $ - | $ - | $ - | $ 474 |
| Engineering | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Attorney | $ 1,466 | $ 2,210 | $ 261 | $ 3,692 | $ 1,476 | $ 4,114 | $ 1,708 | $ 2,319 | $ 238 | $ 59 | $ - | $ - | $ 17,543 |
| Annual Audit | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Assessment Administration | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Arbitrage | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Dissemination | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 292 | $ 292 | $ 292 | $ 292 | $ - | $ 1,167 |
| Trustee Fees | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Management Fees | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ 3,333 | $ - | $ 36,667 |
| Information Technology | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ 150 | $ - | $ 1,650 |
| Website Maintenance | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ 100 | $ - | $ 1,100 |
| Telephone | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Postage & Delivery | $ 14 | $ 2 | $ 35 | $ 38 | $ 20 | $ 8 | $ 3 | $ 1 | $ 44 | $ 4 | $ 2 | $ - | $ 169 |
| Insurance | $ 5,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,000 |
| Printing & Binding | $ - | $ 5 | $ 16 | $ 1 | $ 20 | $ 14 | $ 83 | $ 5 | $ 5 | $ - | $ - | $ - | $ 149 |
| Legal Advertising | $ 1,805 | $ 110 | $ 171 | $ 78 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,164 |
| Other Current Charges | $ - | $ - | $ 105 | $ - | $ - | $ - | $ - | $ 25 | $ 46 | $ 38 | $ 38 | $ - | $ 252 |
| Office Supplies | $ 0 | $ 0 | $ 0 | $ 1 | $ 0 | $ 1 | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | $ - | $ 3 |
| Travel Per Diem | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Dues, Licenses & Subscriptions | $ 175 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 175 |
| **Total General & Administrative** | **$ 12,044** | **$ 5,910** | **$ 4,171** | **$ 9,115** | **$ 5,099** | **$ 8,796** | **$ 7,316** | **$ 7,301** | **$ 5,068** | **$ 3,976** | **$ 3,915** | **$ -** | **$ 72,712** |
| ***Operations & Maintenance*** | | | | | | | | | | | | | |
| Landscape Maintenance | $ - | $ - | $ - | $ - | $ - | $ 900 | $ 900 | $ 900 | $ 900 | $ 900 | $ 900 | $ - | $ 5,400 |
| **Total Operations & Maintenance** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ 900** | **$ 900** | **$ 900** | **$ 900** | **$ 900** | **$ 900** | **$ -** | **$ 5,400** |
| **Total Expenditures** | **$ 12,044** | **$ 5,910** | **$ 4,171** | **$ 9,115** | **$ 5,099** | **$ 9,696** | **$ 8,216** | **$ 8,201** | **$ 5,968** | **$ 4,876** | **$ 4,815** | **$ -** | **$ 78,112** |
| **Excess Revenues (Expenditures)** | $ (3,271) | $ 869 | $ 1,672 | $ (3,146) | $ (322) | $ (422) | $ 3,882 | $ (1,143) | $ 883 | $ 486 | $ 1,120 | $ - | $ 609 |

# Wellness Ridge

## Community Development District

## Long Term Debt Report

| SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS | | |
|---|---|---|
| INTEREST RATES: | 4.250%, 5.125%, 5.375% | |
| MATURITY DATE: | 6/15/2053 | |
| OPTIONAL REDEMPTION DATE: | 6/15/2033 | |
| RESERVE FUND DEFINITION | 50% MAXIMUM ANNUAL DEBT SERVICE | |
| RESERVE FUND REQUIREMENT | $261,231 | |
| RESERVE FUND BALANCE | $261,231 | |
| BONDS OUTSTANDING - 04/20/23 | | $7,855,000 |
| **CURRENT BONDS OUTSTANDING** | | **$7,855,000** |

# SECTION 2

# Wellness Ridge
## Community Development District

**FY23 Funding Request #16**
**August 31, 2023**

Bill to: Lennar

**General Fund**
**FY2023**

| | | | |
|---|---|---|---|
| **1** | **Supervisor Fees - 08/23/23 Meeting** | | |
| | Rob Bonin | $ | 215.30 |
| | Adam Morgan | $ | 215.30 |
| | Brent Kewley | $ | 215.30 |
| | Chris Forbes | $ | 215.30 |

**Total: $ 861.20**

Please make check payable to:

**Wellness Ridge Community Development District**
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

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

---

**District Name:** **Wellness Ridge CDD**

**Board Meeting Date:** **August 23, 2023**

| | *Name* | *In Attendance Please √* | *Fee Involved Yes / No* |
|---|---|---|---|
| 1 | Rob Bonin | ✓ (phone) | Yes ($200) |
| 2 | Adam Morgan | ✓ | Yes ($200) |
| 3 | Lane Register | | Yes ($200) |
| 4 | Brent Kewley | ✓ | Yes ($200) |
| 5 | Chris Forbes | ✓ | Yes ($200) |

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

**Approved for Payment:**

**District Manager Signature** **Date** 8/23/23

*****RETURN SIGNED DOCUMENT TO DISTRICT ACCOUNTANT*****

# Wellness Ridge
## Community Development District

**FY23 Funding Request #17**
**September 14, 2023**

Bill to: Lennar

| | | | **General Fund FY2023** |
|---|---|---|---|
| **1** | **City of Clermont** | | |
| | 2663 Jumping Jack Way - August 2023 | $ | 36.26 |
| **2** | **Frank Polly Sod, Inc** | | |
| | Invoice # 18000 - Mowing Service - September 2023 | $ | 900.00 |
| **3** | **Governmental Management Services - CF** | | |
| | Invoice # 18 - Management Fees - September 2023 | $ | 3,908.78 |
| **4** | **SECO** | | |
| | 2531 Runners Cir lights meter - August 2023 | $ | 84.63 |
| | 2668 Jumping Jackway Lift - August 2023 | $ | 30.23 |
| | 2961 Fitness St lights meter - August 2023 | $ | 70.32 |
| | **Total:** | **$** | **5,030.22** |

# UTILITY BILL
**Customer Copy**
Keep this portion for your records

Hours of Operation:
Mon - Fri 8:00am - 5:00pm

## CITY OF CLERMONT
685 W. Montrose Street
Clermont, FL 34711
(352) 241-7320 for inquiries
(352) 241-0178 for emergencies only
www.clermontfl.gov

**Telephone payments**
**(877) 690-3729**
**Jurisdiction Code 1922**

Drop Box located on the south side of City Hall

| Customer Name | Service Address |
|---|---|
| WELLNESS RIDGE DEVELOPMENT DISTRICT | 2663 JUMPING JACK WAY |

| Bill Number | Bill Date | Account Number - Customer Number | Current Billing Due Date |
|---|---|---|---|
| 2168471 | 08/25/2023 | 35484 - 33005 | 09/18/2023 |

| Description | Previous Read Date | Current Read Date | Previous Meter Reading | Current Meter Reading | Usage In Thousand Gallons | Charge |
|---|---|---|---|---|---|---|
| WATER | 07/21/2023 | 08/14/2023 | 2208 | 2208 | 0 | 5.96 |
| UTILITY TAX | | | | | | 0.30 |
| NEW ACCOUNT FEE | | | | | | 30.00 |

The due date on this invoice does not extend the final due date of any past due balance.
Please contact us at (352)241-7320 to update your contact information.

| | |
|---|---|
| Total Current Billing | 36.26 |
| Previous Balance (Due Upon Receipt) | 0.00 |
| Adjustments | 0.00 |
| Less Deposit Applied | 0.00 |
| Less Payments Received | 0.00 |
| Total Amount Due | **$36.26** |

**To avoid a penalty, payment must be received by 5:00pm on the 18th.**

**Annual Water Quality Report**
In 2022, the City of Clermont detected 9 contaminants in the drinking water and 0 of them are above the EPA accepted level for drinking water. Please go to: https://www.clermontfl.gov/DocumentCenter/View/973/Water-Quality-Report-2022-English-PDF to view your 2022 annual drinking water quality report and learn more about your drinking water. This report contains important information about the source and quality of your drinking water. For a translation of the water quality report or to speak with someone about the report please call (352) 241 0178. If you would like a paper copy for the 2022 Annual Water Quality Report mailed to your home, please call (352) 241 0178.

Este informe contiene información muy importante sobre su agua potable. Por favor, hable con alguien que entienda bien. Por favor, vaya a.City of Clermont visttando la pagina de in internet....https://www.clermontfl.gov/DocumentCenter/View/972/Water-Quality-Report-2022-Spanish-PDF.

✂ Detach and return the portion below with your payment ✂

**To avoid a penalty, payment must be received by 5:00pm on the 18th.**

# UTILITY BILL
## REMIT PORTION
Please write your Account Number on your check and enclose this portion of bill with your payment.

**CITY OF CLERMONT**
685 W. Montrose Street
Clermont, FL 34711

RECEIVED
SEP 01 2023

| Service Address | Bill Number | Account # - Customer # | Current Billing Due Date | Amount Due |
|---|---|---|---|---|
| 2663 JUMPING JACK WAY | 2168471 | 35484 - 33005 | 09/18/2023 | $36.26 |

☐ Check here for change of address and note changes on the reverse side.

☐ Please check the box if you would prefer a paper copy of your annual water quality report delivered to your home.
Por favor, haga una marca en el encasillado si recibir a traves del correo una copia de su informe annual reporte de calidad de aqua.

5982**P1**T21********AUTO**ALL FOR AADC 328
WELLNESS RIDGE DEVELOPMENT DISTRICT
219 E LIVINGSTON ST
ORLANDO, FL 32801-1508

**CITY OF CLERMONT**
P.O. Box 120890
Clermont, FL 34712-0890

0000604202300216847170000003626 9

FRANK POLLY SOD, INC

14300 EASTSIDE ST
GROVELAND, FL 34736

# Invoice

| Date | Invoice # |
|---|---|
| 9/14/2023 | 18000 |

| Bill To |
|---|
| Wellness Ridge CDD |

| P.O. No. | Terms | Project |
|---|---|---|
| | | |

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| | Monthly Mowing Services 2 ponds and roto tilling bottom of pond<br>Wellness Ridge Community<br>SEPTEMBER | 900.00 | 900.00 |

| | |
|---|---|
| **Total** | $900.00 |

Received 9/14/23

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

# Invoice

**Invoice #:** 18
**Invoice Date:** 9/1/23
**Due Date:** 9/1/23
**Case:**
**P.O. Number:**

**Bill To:**

Wellness Ridge CDD
219 E Livingston St.
Orlando, FL 32801

| Description | Hours/Qty | Rate | Amount |
|---|---|---|---|
| Management Fees - September 2023 | | 3,333.33 | 3,333.33 |
| Website Administration - September 2023 | | 100.00 | 100.00 |
| Information Technology - September 2023 | | 150.00 | 150.00 |
| Dissemination Agent Services - September 2023 | | 291.67 | 291.67 |
| Office Supplies | | 0.09 | 0.09 |
| Postage | | 1.89 | 1.89 |
| Copies | | 31.80 | 31.80 |

| | |
|---|---|
| **Total** | $3,908.78 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $3,908.78 |

Received 9/8/23

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

Bills are due and payable by the due date shown on the bill. Bills not paid by the due date are subject to a late payment fee of 1.5% of the amount due, with a minimum fee of $5.00

18501

# ITEMIZED STATEMENT OF SERVICES

DUKE ENERGY ONE, INC.
(2531 RUNNERS CIR LIGHTS METER)
3300 EXCHANGE PL
LAKE MARY FL 32746

| ACCOUNT NUMBER | METER NUMBER | MAP NUMBER |
|---|---|---|
| 9609381401 | H234581158 | 4328 A2 51089 02585 |

| OFFICE | METER READING CURRENT | METER READING PRIOR | KWH USED | RATE SCHEDULE |
|---|---|---|---|---|
| G | 481 | 0 | 481 | GS |

| USAGE PERIOD | DAYS SERVICE | CONSTANT |
|---|---|---|
| 08/11/2023 TO 08/28/2023 | 17 | 1.0 |

POWER COST ADJUSTMENT (PER KWH)
.000000 TRUSTEE DISTRICT 1

| | |
|---|---|
| PAYMENT RECEIVED | 260.00- |
| == CURRENT CHARGES == | |
| BALANCE FORWARD | 260.00- |
| ELECTRIC CHARGE | 76.44 |
| BILL ADJUSTMENT | 110.00 |
| DEPOSIT APPLIED | 150.00 |
| STATE TAX | 6.23 |
| 2.5625% GROSS RCT TA | 1.96 |

PLEASE PAY AMOUNT DUE 84.63

=== SPECIAL MESSAGE ===
NEXT READING DATE: 09/27/23
CURRENT DUE DATE: 09/14/23
SEE REVERSE TO ENROLL IN SMARTHUB
& STORMCENTER OUTAGE REPORTING.

Scams are rampant in the rooftop solar energy market. Don't get burned. Read about common solar scams in SECO News. Visit SECOEnergy.com>Energy Solutions.
=== ENERGY INFORMATION ===
ELECTRIC CHG = CUST CHG + ENERGY CHG
CUSTOMER CHG $ 1.20 PER DAY
ENERGY CHG 0.116500 PER KWH USED

RETAIN THIS STATEMENT FOR YOUR RECORDS

Received 9/5/23

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

This date does not extend the date that any previous balance is due and payable.

| BILLING DATE | DUE DATE-CURRENT BILL ONLY MUST BE RECEIVED BY |
|---|---|
| 08/30/2023 | 09/14/2023 |
| ACCOUNT NUMBER | AMOUNT DUE |
| 9609381401 | 84.63 |

18501

9407 1 AB 0.537 5 9407
DUKE ENERGY ONE, INC. C-27
(2531 RUNNERS CIR LIGHTS METER)
3300 EXCHANGE PL
LAKE MARY FL 32746-5413

FOR ADDRESS / RATE CHANGE CHECK HERE ☐
See reverse side

PLEASE MAKE CHECKS PAYABLE TO:
SECO ENERGY
DEPT # 3035
PO BOX 11407
BIRMINGHAM ALABAMA 35202-1407

18096093814011000008463700000000000

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

18501

Bills are due and payable by the due date shown on the bill. Bills not paid by the due date are subject to a late payment fee of 1.5% of the amount due, with a minimum fee of $5.00.

# ITEMIZED STATEMENT OF SERVICES

WELLNESS RISGE COMMUNITY
(2668 JUMPING JACKWAY LIFT S
219 E LIVINGSTON ST
ORLANDO FL 32801

| ACCOUNT NUMBER | METER NUMBER | MAP NUMBER |
|---|---|---|
| 9608878701 | 178685453 | 4328 A2 50493 |

| OFFICE | METER READINGS CURRENT | METER READINGS PRIOR | KWH USED | RATE SCHEDULE |
|---|---|---|---|---|
| G | 0 | 0 | 0 | GS |

| USAGE PERIOD | | | DAYS SERVICE | CONSTANT |
|---|---|---|---|---|
| 08/09/23 | TO | 08/28/23 | 19 | 1.0 |

POWER COST ADJUSTMENT (PER KWH)

TRUSTEE DISTRICT 1

=== SPECIAL MESSAGE ===
NEXT READING DATE: 09/27/23
CURRENT DUE DATE: 09/14/23

SEE REVERSE TO ENROLL IN SMARTHUB & STORMCENTER OUTAGE REPORTING.

Scams are rampant in the rooftop solar energy market. Don't get burned. Read about common solar scams in SECO News. Visit SECOEnergy.com>Energy Solutions.

PAYMENT RECEIVED 310.00-

== CURRENT CHARGES ==

| | |
|---|---|
| BALANCE FORWARD | 310.00- |
| ELECTRIC CHARGE | 22.80 |
| BILL ADJUSTMENT | 110.00 |
| MEMBERSHIP APPLIED | 5.00 |
| DEPOSIT APPLIED | 200.00 |
| STATE TAX | 1.85 |
| 2.5625% GROSS RCT TA | 0.58 |

=== ENERGY INFORMATION ===
ELECTRIC CHG = CUST CHG + ENERGY CHG
CUSTOMER CHG $ 1.20 PER DAY
ENERGY CHG 0.116500 PER KWH USED

| Average KWH Per Day | Monthly Usage |
|---|---|
| DAILY AVG 0 KWH/DAY | |
| LAST YEAR 0 KWH/DAY | 2022 — Aug 2023 |

PLEASE PAY AMOUNT DUE → $30.23

RETAIN THIS STATEMENT FOR YOUR RECORDS

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

18501

This date does not extend the date any previous balance is due and payable.

| BILLING DATE | DUE DATE-CURRENT BILL ONLY MUST BE RECEIVED BY: |
|---|---|
| 08/30/23 | 09/14/23 |
| ACCOUNT NUMBER | AMOUNT DUE |
| 9608878701 | 30.23 |

FOR ADDRESS/RATE CHANGE CHECK HERE ☐
See reverse side

PLEASE MAKE CHECKS PAYABLE TO:
SECO ENERGY
DEPT # 3035
PO BOX 11407
BIRMINGHAM ALABAMA 35202-1407

4 - 142

WELLNESS RISGE COMMUNITY
(2668 JUMPING JACKWAY LIFT S
219 E LIVINGSTON ST
ORLANDO FL 32801-1508

RECEIVED
SEP 08 2023

180960887870120000030232000000000006

TO ASSURE PROPER CREDIT, PLEASE RETURN THIS SECTION WITH YOUR PAYMENT

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

Bills are due and payable by the due date shown on the bill. Bills not paid by the due date are subject to a late payment fee of 1.5% of the amount due, with a minimum fee of $5.00

18501

# ITEMIZED STATEMENT OF SERVICES

DUKE ENERGY ONE, INC.
(2961 FITNESS ST LIGHTS METER)
3300 EXCHANGE PL
LAKE MARY FL 32746

| ACCOUNT NUMBER | METER NUMBER | MAP NUMBER |
|---|---|---|
| 9609381301 | H234581157 | 4328 A3 51326 01792 |

| OFFICE | METER READING CURRENT | METER READING PRIOR | KWH USED | RATE SCHEDULE |
|---|---|---|---|---|
| G | 370 | 0 | 370 | GS |

| USAGE PERIOD | DAYS SERVICE | CONSTANT |
|---|---|---|
| 08/11/2023 TO 08/28/2023 | 17 | 1.0 |

POWER COST ADJUSTMENT (PER KWH)
.000000 TRUSTEE DISTRICT 1

| | |
|---|---|
| PAYMENT RECEIVED | 260.00- |
| == CURRENT CHARGES == | |
| BALANCE FORWARD | 260.00- |
| ELECTRIC CHARGE | 63.51 |
| BILL ADJUSTMENT | 110.00 |
| DEPOSIT APPLIED | 150.00 |
| STATE TAX | 5.18 |
| 2.5625% GROSS RCT TA | 1.63 |

PLEASE PAY AMOUNT DUE → 70.32

=== SPECIAL MESSAGE ===
NEXT READING DATE: 09/27/23
CURRENT DUE DATE: 09/14/23
SEE REVERSE TO ENROLL IN SMARTHUB
& STORMCENTER OUTAGE REPORTING.

Scams are rampant in the rooftop solar energy market. Don't get burned. Read about common solar scams in SECO News. Visit SECOEnergy.com>Energy Solutions.
=== ENERGY INFORMATION ===
ELECTRIC CHG = CUST CHG + ENERGY CHG
CUSTOMER CHG $ 1.20 PER DAY
ENERGY CHG 0.116500 PER KWH USED

RETAIN THIS STATEMENT FOR YOUR RECORDS

Received 9/5/23

SECO ENERGY
P.O. BOX 301
SUMTERVILLE, FLORIDA
33585-0301

This date does not extend the date that any previous balance is due and payable.

| BILLING DATE | DUE DATE-CURRENT BILL ONLY MUST BE RECEIVED BY |
|---|---|
| 08/30/2023 | 09/14/2023 |
| ACCOUNT NUMBER | AMOUNT DUE |
| 9609381301 | 70.32 |

18501

9406 1 AB 0.537 5 9406
DUKE ENERGY ONE, INC. C-27
(2961 FITNESS ST LIGHTS METER)
3300 EXCHANGE PL
LAKE MARY FL 32746-5413

FOR ADDRESS / RATE CHANGE CHECK HERE ☐
See reverse side

PLEASE MAKE CHECKS PAYABLE TO:
SECO ENERGY
DEPT # 3035
PO BOX 11407
BIRMINGHAM ALABAMA 35202-1407

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# SECTION 3

**BOARD OF SUPERVISORS MEETING DATES**
**WELLNESS RIDGE COMMUNITY DEVELOPMENT DISTRICT**
**FISCAL YEAR 2024**

The Board of Supervisors of the **Wellness Ridge Community Development District will hold their regular meetings for the remainder of Fiscal Year 2024 at 10:30 a.m., at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711**, on the fourth Wednesday of the month, unless otherwise indicated, as follows:

**October 25, 2023**
**November 22, 2023** ***(Day before Thanksgiving – Consider Cancelling/Rescheduling)***
**December 27, 2023** ***(Week of Christmas - Consider Cancelling/Rescheduling)***
**January 24, 2024**
**February 28, 2024**
**March 27, 2024**
**April 24, 2024**
**May 22, 2024**
**June 26, 2024**
**July 24, 2024**
**August 28, 2024**
**September 25, 2024**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801, (407) 841-5524, during normal business hours, or via the District's website at https://wellnessridgecdd.com.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC