

**ENTERPRISE
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

WEDNESDAY, AUGUST 16, 2023

CALL IN: 1-646-838-1601, CONFERENCE ID: 562622539#



313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
407-566-1935

Enterprise Community Development District

Board of Supervisors

Jason Herrick, Chairman
 Kimberly Locher, Vice Chairman
 Gregg Harkness, Assistant Secretary
 Paul Johnson, Assistant Secretary
 Henry Thrash, Assistant Secretary

Staff

Angel Montagna, District Manager
 Sarah Sandy, District Counsel
 Kathy Leo, District Engineer
 Gregory Kolb, District Engineer
 Russ Simmons, Field Manager

Meeting Agenda

Wednesday, August 16, 2023 – 4:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Public Comment Period**
- 4. Business Matters**
- 5. Approval of the Consent Agenda**
 - A. Minutes of the June 7, 2023, Meeting
 - B. Financial Statements
 - C. Invoices and Check Register
- 6. Public Hearing for Adoption of the Fiscal Year 2024 Budget**
 - A. Proposed Budget
 - B. Public Comment
 - C. Resolution 2023-11, Adopting the Budget
 - D. Resolution 2023-12, Budget Appropriations
- 7. Staff Reports**
 - A. District Manager
 - i. Consideration of Agreement with Celebration CDD for Payment of Shared GOGov Reporting System Services
 - ii. Fiscal Year 2024 Meeting Schedule
 - B. Field Operations
 - i. Field Management Reports
 - C. Utility Operations
 - i. Utility Report
 - D. District Counsel
 - i. Plat for Island Village Phase 1A Booster Pump Station
 - E. Engineer
 - i. Work Authorization 2023-02 to Prepare Annual Report
 - ii. Annual Report
 - F. District Representative
 - G. Mattamy Homes/Island Village
- 8. Other Business and Supervisor Requests**
- 9. Adjournment**

The next meeting is scheduled for Wednesday, September 6, 2023, at 4:00 p.m.

District Office:
 313 Campus Street
 Celebration, FL 34747
 407-566-1935

www.EnterpriseCDD.org

Meeting Location:
In person: 313 Campus Street, Celebration, FL
Participate remotely:
 1-646-838-1601, ID: 562622539#

Section 5

Consent Agenda

Subsection 5A

Minutes

MINUTES OF MEETING ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Enterprise Community Development District was held Wednesday, June 7, 2023, at 4:00 p.m. at the District Office, 313 Campus Street, Celebration, Florida 34747.

Present and constituting a quorum were:

Jason Herrick	Chairman
Gregg Harkness	Assistant Secretary
Henry Thrash	Assistant Secretary

Also present, either in person or communications media technology, were:

Angel Montagna	Manager: Inframark, Management Division
Sarah Sandy (<i>via phone</i>)	Attorney: Kutak Rock LLP
Gregory Kolb	Engineer: GAI Consulting
Kent Hipp (<i>via phone</i>)	Gray Robinson
Renea McRoberts	Inframark, Utility Operations Division
Russ Simmons	Inframark, Management Division
Eddie Smith	Inframark, Utility Operations Division

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Herrick called the meeting to order at 4:03 p.m.

Ms. Montagna called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Herrick led the *Pledge of Allegiance*.

THIRD ORDER OF BUSINESS

Public Comment Period

No members of the public being present, the next order of business followed.

FOURTH ORDER OF BUSINESS

Business Matters

There being no items of business, the next order of business followed.

FIFTH ORDER OF BUSINESS

Consent Agenda

A. Acceptance of the Minutes of the April 5, 2023, Meeting

The minutes are included in the agenda package and available for public review in the District Office during normal business hours.

B. Financial Statements

The financial statements are included in the agenda package and available for public review in the District Office during normal business hours.

C. Invoices and Check Register

The check register and invoices are included in the agenda package and available for public review in the District Office during normal business hours.

On MOTION by Mr. Harkness, seconded by Mr. Thrash, with all in favor, unanimous approval was given to the consent agenda, as presented.

SIXTH ORDER OF BUSINESS

**Presentation of the Fiscal Year 2024
Proposed Budget**

A. Proposed Budget

Ms. Montagna presented the proposed budget for fiscal year 2024 and reviewed changes made to the water and sewer budget, to correct the field contract amount for contracts-utility services with Inframark for the second-year price of \$1,202,746.

Discussion ensued regarding utility repair and maintenance increased to \$1,000,000 based on actual spending, slight increases in the general fund due to inflation and contract increases, assessments proposed to remain the same, proposed revenue increase due to Island Village, request to round non-contract numbers up to the nearest 100 with no increase to the assessments, and use of fund balance to keep assessments flat.

B. Resolution 2023-10, Approving the Budget and Setting a Public Hearing Thereon

Mr. Herrick read Resolution 2023-10 into the record by title.

After a brief discussion, the hearing date was amended from August 9 to August 16.

On MOTION by Mr. Thrash, seconded by Mr. Harkness, with all in favor, unanimous approval was given to Resolution 2023-10, approving the budget for fiscal year 2024 and setting a public hearing for Wednesday, August 16, 2023, at 4:00 p.m.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Manager

i. Number of Registered Voters – 1

Ms. Montagna entered the number of registered voters into the record.

B. Field Operations

i. Field Management Reports

The field management reports are included in the agenda package and available for public review in the District Office during normal business hours.

C. Utility Operations

i. Utility Report

The utility report is included in the agenda package and available for public review in the District Office during normal business hours.

Discussion ensued regarding issues with Island Village, backups, contractors destroying facilities which are billed back, two-inch Sensus meter replacements due to

Enterprise CDD
June 7, 2023

failures, fence is still in process, painting the main station scheduled for July 31, and staff will investigate the Island Village lift station for white paint and sand.

D. District Counsel

i. Acceptance of Engagement Letter for Matters Related to Eminent Domain

Mr. Hipp discussed the eminent domain engagement letter, attorney fees to be paid by DOT, the proposed taking of two drainage easements over existing ponds, DOT appraisal complete but in review, valuation based on what is being developed around the parcel, and appraisal anticipated to be received in 60 to 90 days, along with Mr. Hipp's recommendations.

Discussion ensued regarding issues and impacts to the ponds and other District property, Celebration CDD also engaged Gray Robinson regarding their affected property, questions if any impacts to the District west of I-4, and potentially a significant dollar value based on recent developments.

On MOTION by Mr. Harkness, seconded by Mr. Thrash, with all in favor, unanimous approval was given to accept the engagement letter with Gray Robinson for matters related to eminent domain.

E. Engineer

i. Work Authorization 2023-01 for Island Village Phase 2A

Mr. Kolb discussed work authorization 2023-01 for Island Village Phase 2A,

Discussion ensued regarding the project, anticipated schedule for Mattamy Homes, booster pump station to support the build-out stages of Island Village, working around gas lines, providing field inspection and management services under this work authorization, three days per week for 34 weeks based on the schedules from Mattamy Homes, Celebration Boulevard extension, and no need to shut down potable water.

On MOTION by Mr. Thrash, seconded by Mr. Harkness, with all in favor, unanimous approval was given to work authorization 2023-01 with GAI Consultants for Island Village Phase 2A, in an amount not to exceed \$106,080.00.

F. District Representative

There being no report, the next item followed.

G. Mattamy Homes/Island Village

There being no report, the next order of business followed.

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June 7, 2023

EIGHTH ORDER OF BUSINESS

Other Business and Supervisor Requests

There being none, the next order of business followed.

NINTH ORDER OF BUSINESS

Adjournment

The next meeting is scheduled for Wednesday, July 5, 2023, at 4:00 p.m.

On MOTION by Mr. Harkness, seconded by Mr. Thrash,
with all in favor, the meeting adjourned at 4:28 p.m.

Angel Montagna, Secretary

Chairman, Jason Herrick

Subsection 5B

Financial Statements

MEMORANDUM

TO: Board of Supervisors, Enterprise CDD
FROM: Raul Planas, District Accountant
CC: Angel Montagna, District Manager
DATE: July 27, 2023
SUBJECT: June Financial Report

Please find the attached June 2023 Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview of each of the District's funds is provided below. Should you have any questions or require additional information, please contact me at Raul.Planas@Inframark.com.

Financial Report

General Fund

Total Revenues through June are approximately 110% of the adopted budget.

Total Expenditures through June are approximately 65% of the adopted budget.

Adminstration

- P/R- Board of Supervisors - Board payroll through June 23.
- FICA Taxes - Board payroll taxes through June 23.
- ProfServ-Engineering - GAI Consultants invoices through May 23.
- ProfServ-Legal Services - Kutak Rock Invoices through April 23.
- Auditing Services - Paid in full.
- Communication - Telephone - services through current month.
- Insurance-General Liability - FMIT and Storage Tank Insurance invoices.
- Legal Advertising - Orlando Sentinel invoice paid through Jan 23.
- Misc-Web Hosting - Innersync website/compliance services for FY23 and Hostmonster website hosting.
- Annual District Filing Fee - Paid in full FY23.

Field

- R&M Sidewalks - includes concrete from Backyard Design Pros and K&D Concrete. Also includes grinding wheels and supplies. Underbudgeted for FY23.

Road and Street Facilities

- Electricity - Streelighting - Duke Energy paid through current month. Underbudgeted for FY23.
- R&M Signage - includes sign boards on Enterprise property, paid to Celebration CDD. Underbudgeted for FY23.

Water Fund

Total revenues through June are approxiamtely 88% of the adopted budget.

Total expenses through June approximately 76% of the adopted budget (excluding Debt Service & CIP).

Adminstration

- P/R- Board of Supervisors - Board payroll through June 23.
- FICA Taxes - Board payroll taxes through June 23.
- ProfServ-Engineering - GAI Consultants invoices through May 23. Underbudgeted for FY23.
- ProfServ-Legal Services - Kutak Rock invoices through April 23.
- ProfServ-Trustee Fees - Trustee fees through Sep 23. Underbudgeted for FY23.
- Auditing Services - Paid in full.
- Communication - Telephone - services through current month. Underbudgeted for FY23.
- Insurance-General Liability - FMIT and Storage Tank Insurance invoices.
- Misc-Web Hosting - Innersync website/compliance services for FY23 and Hostmonster website hosting.

Water Utility Services

- Contracts-Bulk Potable Water -TohoWater invoices through current month.
- Contracts-Bulk Wastewater -TohoWater invoices through current month.

Field

- Electricity - General - Duke Energy invoices through current month.
- Rental - Container - Mobile Mini invoices paid through current month.
- R&M Utility Maintenance - utility repairs, water testing and monthly contracted services. Underbudgeted for FY23.

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Community Development District

Financial Report

June 30, 2023

Prepared by



ENTERPRISE
Community Development District

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ENTERPRISE
Community Development District

Financial Statements

(Unaudited)

June 30, 2023

ENTERPRISE

Community Development District

Governmental and Enterprise Funds**Balance Sheet**

June 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	WATER & SEWER FUND	TOTAL
ASSETS			
Cash - Checking Account	\$ 1,491,226	\$ 1,401,550	\$ 2,892,776
Accounts Receivable	40,000	814,351	854,351
Allow -Doubtful Accounts	-	(4,327)	(4,327)
Due From Other Districts	-	40,746	40,746
Due From Other Funds	-	25,157	25,157
Investments:			
Money Market Account	1,549,159	1,579,010	3,128,169
Connection Fees Fund	-	5,433,082	5,433,082
Maintenance Reserve	-	1,842,547	1,842,547
Operating Reserve	-	1,007,533	1,007,533
Reserve Fund	-	489,160	489,160
Revenue Fund	-	6,501	6,501
Sinking fund	-	160,000	160,000
Surplus	-	19,780	19,780
Treasury Bills (3 months)	-	2,750,000	2,750,000
Treasury Bills (6 months)	-	500,000	500,000
Prepaid Items	-	1,988	1,988
Deposits	-	200	200
Fixed Assets			
Land	-	218,400	218,400
Infrastructure	-	25,795,471	25,795,471
Accum Depr - Infrastructure	-	(15,890,966)	(15,890,966)
Property Under Capital Leases	-	344,576	344,576
Construction Work In Process	-	5,774,389	5,774,389
Other Fixed Assets	-	4,108,112	4,108,112
TOTAL ASSETS	\$ 3,080,385	\$ 36,417,260	\$ 39,497,645
LIABILITIES			
Accounts Payable	\$ 22,804	\$ 197,236	\$ 220,040
Accrued Expenses	2,183	797,412	799,595
Deposits	-	1,159,059	1,159,059
Revenue Bonds Payable-Current	-	935,000	935,000
Deferred Amount of Refunding	-	(363,049)	(363,049)
Acc Amort-Deferred Amt on Ref.	-	312,625	312,625
Due To Other Funds	25,157	-	25,157
Revenue Bonds Payable-LT	-	960,000	960,000
TOTAL LIABILITIES	50,226	3,998,201	4,048,427

ENTERPRISE

Community Development District

Governmental and Enterprise Funds

Balance Sheet

June 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	WATER & SEWER FUND	TOTAL
<u>FUND BALANCES / NET ASSETS</u>			
<i>Fund Balances</i>			
Nonspendable:			
Prepaid Items	-	1,988	1,988
Assigned to:			
Operating Reserves	172,992	-	172,992
Unassigned:	2,857,167	-	2,857,167
<i>Net Assets</i>			
Invested in capital assets, net of related debt	-	18,505,408	18,505,408
Restricted for Debt Service	-	3,525,520	3,525,520
Unrestricted/Unreserved	-	10,386,143	10,386,143
TOTAL FUND BALANCES / NET ASSETS	\$ 3,030,159	\$ 32,419,059	\$ 35,449,218
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 3,080,385	\$ 36,417,260	\$ 39,497,645

ENTERPRISE

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>				
Interest - Investments	\$ 2,807	\$ 2,105	\$ 66,921	\$ 64,816
Right-of-Way Fees	330,000	247,500	335,498	87,998
Interest - Tax Collector	-	-	185	185
Special Assmnts- Tax Collector	364,861	364,861	364,860	(1)
Special Assmnts- Discounts	(14,594)	(14,594)	(14,146)	448
Other Miscellaneous Revenues	-	-	53	53
TOTAL REVENUES	683,074	599,872	753,371	153,499
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	2,400	1,800	1,500	300
FICA Taxes	184	138	115	23
ProfServ-Engineering	23,000	17,250	1,331	15,919
ProfServ-Info Technology	1,183	887	887	-
ProfServ-Legal Services	10,000	7,500	7,036	464
ProfServ-Mgmt Consulting	60,536	45,402	45,402	-
ProfServ-Property Appraiser	200	200	163	37
Auditing Services	5,000	5,000	4,800	200
Communication - Telephone	750	563	319	244
Postage and Freight	750	563	239	324
Insurance - General Liability	21,757	16,318	16,150	168
Printing and Binding	1,200	900	363	537
Legal Advertising	500	375	476	(101)
Misc-Records Storage	-	-	3,360	(3,360)
Misc-Assessment Collection Cost	7,297	7,297	7,014	283
Misc-Contingency	1,989	1,492	360	1,132
Misc-Web Hosting	1,550	1,550	787	763
Office Supplies	350	263	-	263
Annual District Filing Fee	175	175	175	-
Total Administration	138,821	107,673	90,477	17,196
<u>Other Public Safety</u>				
Contracts-Sheriff	15,000	11,250	-	11,250
Total Other Public Safety	15,000	11,250	-	11,250
<u>Physical Environment</u>				
Contracts-Water Quality	17,035	12,780	7,458	5,322
Contracts-Aquatic Control	4,920	3,690	3,690	-
Contracts-Pest Control	13,757	10,318	10,318	-
R&M-Wetland	1,000	750	-	750
Total Physical Environment	36,712	27,538	21,466	6,072

ENTERPRISE

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Flood Control/Stormwater Mgmt</u>				
R&M-Road Drainage	6,500	4,875	-	4,875
Total Flood Control/Stormwater Mgmt	6,500	4,875	-	4,875
<u>Field</u>				
ProfServ-Field Management	178,664	133,998	133,998	-
Contracts-Landscape	100,000	75,000	75,000	-
Contracts-Irrigation	16,000	12,000	12,000	-
Contracts-Trash & Debris Removal	2,000	1,500	1,500	-
Contracts-Pine Straw	34,300	25,725	-	25,725
Contracts-Tree & Shrub Maintenance	20,000	15,000	15,000	-
Electricity - General	2,000	1,500	431	1,069
Utility - Refuse Removal	5,543	4,157	2,892	1,265
R&M-Boardwalks	12,500	9,375	-	9,375
R&M-Common Area	12,000	9,000	2,117	6,883
R&M-Other Landscape	15,000	11,250	7,300	3,950
R&M-Irrigation	10,000	7,500	3,702	3,798
R&M-Sidewalks	15,000	11,250	39,320	(28,070)
R&M-Hardscape Cleaning	7,000	5,250	-	5,250
R&M-Painting	1,000	750	-	750
R&M-Maintenance Building	7,224	5,418	5,418	-
Misc-Contingency	15,000	11,250	5,327	5,923
Total Field	453,231	339,923	304,005	35,918
<u>Road and Street Facilities</u>				
Electricity - Streetlights	13,000	9,750	15,169	(5,419)
R&M-Road Cleaning	11,704	8,778	3,192	5,586
R&M-Roads & Alleyways	2,500	1,875	762	1,113
R&M-Signage	2,000	1,500	2,746	(1,246)
R&M-Streetlights	12,500	9,375	-	9,375
Total Road and Street Facilities	41,704	31,278	21,869	9,409
TOTAL EXPENDITURES	691,968	522,537	437,817	84,720
Excess (deficiency) of revenues				
Over (under) expenditures	(8,894)	77,335	315,554	238,219
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(8,894)	-	-	-
TOTAL FINANCING SOURCES (USES)	(8,894)	-	-	-
Net change in fund balance	\$ (8,894)	\$ 77,335	\$ 315,554	\$ 238,219
FUND BALANCE, BEGINNING (OCT 1, 2022)	2,714,605	2,714,605	2,714,605	
FUND BALANCE, ENDING	\$ 2,705,711	\$ 2,791,940	\$ 3,030,159	

ENTERPRISE

Community Development District

Water and Sewer Fund

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending June 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>OPERATING REVENUES</u>				
Interest - Investments	\$ 9,500	\$ 7,125	\$ 120,147	\$ 113,022
Water Revenue	1,765,163	1,323,872	1,715,987	392,115
Sewer Revenue	3,598,752	2,699,064	3,091,968	392,904
Irrigation Fees	1,501,484	1,126,113	1,269,984	143,871
Other Miscellaneous Revenues	30,000	22,500	220,066	197,566
Connection Fees - W/S	750,000	562,500	332,852	(229,648)
TOTAL OPERATING REVENUES	7,654,899	5,741,174	6,751,004	1,009,830
<u>OPERATING EXPENSES</u>				
<u>Personnel and Administration</u>				
P/R-Board of Supervisors	2,400	1,800	1,500	300
FICA Taxes	184	138	115	23
ProfServ-Engineering	35,000	26,250	66,291	(40,041)
ProfServ-Financial Advisor	5,000	3,750	-	3,750
ProfServ-Legal Services	16,000	12,000	4,048	7,952
ProfServ-Mgmt Consulting	61,345	46,009	46,009	-
ProfServ-Trustee Fees	4,055	3,041	4,827	(1,786)
Auditing Services	5,000	3,750	4,800	(1,050)
Communication - Telephone	600	450	954	(504)
Postage and Freight	500	375	159	216
Insurance - General Liability	18,415	18,415	16,150	2,265
Printing and Binding	800	600	242	358
Legal Advertising	500	375	476	(101)
Miscellaneous Services	6,500	4,875	2,539	2,336
Misc-Web Hosting	1,550	1,550	787	763
Office Supplies	500	375	-	375
Total Personnel and Administration	158,349	123,753	148,897	(25,144)
<u>Water Utility Services</u>				
Contracts-Bulk Potable Water	651,396	488,547	614,763	(126,216)
Contracts-Bulk Wastewater	1,672,422	1,254,317	1,699,244	(444,927)
Contracts-Misc Labor	5,000	3,750	-	3,750
Contracts-Irrigation (Re-Use)	1,393,188	1,044,891	1,068,089	(23,198)
Total Water Utility Services	3,722,006	2,791,505	3,382,096	(590,591)

ENTERPRISE

Community Development District

Water and Sewer Fund

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending June 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>Field</u>				
ProfServ-Field Management	395,906	296,930	296,930	-
Contracts-Utility Service	1,145,472	859,104	859,104	-
Electricity - General	95,000	71,250	88,500	(17,250)
Internet - Lift stations	33,840	25,380	25,149	231
Rental - Container	1,800	1,350	1,385	(35)
R&M-Meter Change-Out	225,000	168,750	1,716	167,034
R&M-Utility Maintenance	500,000	375,000	720,328	(345,328)
R&M-Maintenance Building	7,500	5,625	5,418	207
Misc-Contingency	2,500	1,875	693	1,182
Total Field	2,407,018	1,805,264	1,999,223	(193,959)
<u>Debt Service</u>				
Principal Debt Retirement	935,000	935,000	935,000	-
Interest Expense	57,506	57,506	33,545	23,961
Total Debt Service	992,506	992,506	968,545	23,961
TOTAL OPERATING EXPENSES	7,279,879	5,713,028	6,498,761	(785,733)
Operating income (loss)	375,020	28,146	252,243	224,097
Change in net assets	\$ 375,020	\$ 28,146	\$ 252,243	\$ 224,097
TOTAL NET ASSETS, BEGINNING (OCT 1, 2022)	32,166,816	32,166,816	32,166,816	
TOTAL NET ASSETS, ENDING	\$ 32,541,836	\$ 32,194,962	\$ 32,419,059	

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Community Development District

Supporting Schedules

June 30, 2023

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Community Development District**

Non-Ad Valorem Special Assessments - Osceola County Tax Collector
 Monthly Collection Distributions
 For the Fiscal Year Ending September 30, 2023

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	General Fund Gross Amount
Assessments Levied in FY 2023				\$ 364,860
Allocation %				100%
11/22/22	\$ 6,045	\$ 257	\$ 123	\$ 6,425
12/09/22	\$ 295,023	\$ 12,544	\$ 6,021	\$ 313,588
12/22/22	\$ 13,912	\$ 590	\$ 284	\$ 14,785
01/10/23	\$ 15,526	\$ 492	\$ 317	\$ 16,335
02/08/23	\$ 12,685	\$ 264	\$ 259	\$ 13,208
03/08/23	\$ 101	\$ 1	\$ 2	\$ 104
04/10/23	\$ 153	\$ -	\$ 3	\$ 156
05/09/23	\$ 52	\$ (2)	\$ 1	\$ 52
06/09/23	\$ 51	\$ -	\$ 1	\$ 52
06/15/23	\$ 153	\$ -	\$ 3	\$ 156
TOTAL	\$ 343,699	\$ 14,146	\$ 7,014	\$ 364,860
% COLLECTED				100.00%
TOTAL OUTSTANDING				\$ 0

**ENTERPRISE
Community Development District**

Cash and Investment Report
June 30, 2023

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Truist		n/a	0.01%	\$207,485
Checking Account- Operating	Valley National		n/a	4.75%	\$1,283,741
				Subtotal	<u>\$1,491,226</u>
Money Market Account	Bank United	MMA	n/a	5.15%	\$1,549,159
				Subtotal	<u>\$1,549,159</u>
			Total General Fund		<u>\$3,040,385</u>

**ENTERPRISE
Community Development District**

Cash and Investment Report
June 30, 2023

Water & Sewer Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
Checking Account- Operating	Truist		n/a	0.01%	\$1,317,265
Checking Account- Operating	Valley National		n/a	4.75%	\$84,285
				Subtotal	\$1,401,550
Money Market Account	Bank United	MMA	n/a	5.15%	\$1,271,642
Money Market Account	Valley National	MMA	n/a	4.75%	\$307,368
				Subtotal	\$1,579,010
Series 2012 Connection Fund	US Bank	US Bank Gcts	n/a	3.80%	\$5,433,082
Series 2012 Maintenance Reserve	US Bank	US Bank Gcts	n/a	3.80%	\$1,842,547
Series 2012 Operating Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$1,007,533
Series 2012 Reserve Fund	US Bank	US Bank Gcts	n/a	3.80%	\$489,160
Series 2012 Revenue Fund	US Bank	US Bank Gcts	n/a	3.80%	\$6,501
Series 2012 Sinking Fund	US Bank	US Bank Gcts	n/a	3.80%	\$160,000
Series 2012 Surplus Fund	US Bank	US Bank Gcts	n/a	3.80%	\$19,780
				Subtotal	\$8,958,603
Treasury Bills (3 months)	Valley National	T-Bills	10/05/23	5.20%	\$2,750,000
Treasury Bills (6 months)	Valley National	T-Bills	01/04/24	5.34%	\$500,000
				Subtotal	\$3,250,000
Total Water / Sewer Fund					\$15,189,163

Right-of-Way Fees Electricity
June 30, 2023

Posting Date	Payment Month	Amount
10/31/2022	October	\$35,862.05
11/30/2022	November	\$31,268.16
12/31/2022	December	\$33,631.18
1/31/2023	January	\$40,789.85
2/28/2023	February	\$38,897.43
3/31/2023	March	\$38,189.40
4/30/2023	April	\$38,130.24
5/31/2023	May	\$38,729.52
6/30/2023	June (Accrued)	\$40,000.00
Total		<u><u>\$335,497.83</u></u>

**ENTERPRISE
Community Development District**

Due To/From Other Districts
For the Period from 10/1/22 to 6/30/23

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
BEGINNING BALANCE				BALANCE B/F 133500				54,949.84	
Check		10/04/22	Vendor	CELEBRATION PAYMENT		DUE TO ECDD THRU 06/30/22 DUKE ENERGY	Electricity - General	133500	(\$32,984.93)
ACH	ACH110	10/11/22	Vendor	DUKE ENERGY-ACH	101122ACH	BILL PRD 9/8-10/6/22	Electricity - General	133500	\$10,995.19
ACH	ACH110	10/11/22	Vendor	DUKE ENERGY-ACH	101122ACH	BILL PRD 10/7-11/4/22	Electricity - General	133500	\$10,920.99
ACH	ACH111	11/30/22	Vendor	DUKE ENERGY-ACH	113022ACH	BILL PRD 10/27-11/28/22	Electricity - General	133500	\$77.40
ACH	ACH112	12/09/22	Vendor	DUKE ENERGY-ACH	120922ACH	BILL PRD 11/5-12/6/22	Electricity - General	133500	\$10,920.99
ACH	ACH113	12/30/22	Vendor	DUKE ENERGY-ACH	123022ACH	BILL PRD 11/29-12/28/22	Electricity - General	133500	\$76.60
ACH	ACH114	01/11/23	Vendor	DUKE ENERGY-ACH	011123ACH	BILL PRD 12/7/22-1/6/23	Electricity - General	133500	\$13,111.72
ACH	ACH115	02/01/23	Vendor	DUKE ENERGY-ACH	012723ACH	BILL PRD 12/29/22-1/26/23	Electricity - General	133500	\$11,767.72
Check		02/17/23	Vendor	CELEBRATION PAYMENT		DUE TO ECDD THRU 09/30/22 DUKE ENERGY	Electricity - General	133500	(\$33,084.62)
ACH	ACH116	02/28/23	Vendor	DUKE ENERGY-ACH	032023ACH	BILL PRD 1/27-2/24/23	Electricity - General	133500	\$13,190.89
ACH	ACH117	03/30/23	Vendor	DUKE ENERGY-ACH	033023ACH	BILL PRD 2/25-3/28/23	Electricity - General	133500	\$13,169.58
ACH	ACH118	04/30/23	Vendor	DUKE ENERGY-ACH	050823ACH	BILL PRD 3/29-4/26/23	Electricity - General	133500	\$13,935.15
Check		05/12/23	Vendor	CELEBRATION PAYMENT		DUE TO ECDD THRU 03/31/23 DUKE ENERGY	Electricity - General	133500	(\$38,128.19)
Check		05/19/23	Vendor	CELEBRATION PAYMENT		DUE TO ECDD THRU 12/31/22 DUKE ENERGY	Electricity - General	133500	(\$35,107.70)
ACH	ACH119	06/01/23	Vendor	DUKE ENERGY-ACH	052523ACH	BILL PRD 4/26-5/24/23	Electricity - General	133500	\$13,935.29
			Vendor	DUKE ENERGY-ACH	062923ACH	BILL PRD 5/25-6/27/24	Electricity - General	133500	\$13,000.00
								Net Account Total	40,745.92

Subsection 5C

Check Register

ENTERPRISE
Community Development District

Check Register

5/1/23-6/30/23

ENTERPRISE

Community Development District

**Payment Register by Fund
For the Period from 05/01/2023 to 06/30/2023
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL/ Account #	Amount Paid
GENERAL FUND - 001								
001	004490	05/15/23	ENTERPRISE CDD	050523-1	TRFR FROM GF TO EF	Due From Other Funds	131000	\$17,002.25
001	004491	06/08/23	ENTERPRISE CDD	060123-5	TRFR FROM GF TO EF	Due From Other Funds	131000	\$140,143.65
001	012419	05/04/23	BACKYARD DESIGN PROS LLC	160	SIDEWALKS 2YDS	R&M-Sidewalks	546084-53901	\$315.00
001	012420	05/04/23	BENCHMARK ENVIROANALYTICAL, INC.	M23040296	BACTERIOLOGICAL ANALYSIS 4/21/23	Contracts-Water Quality	534048-53001	\$45.00
001	012420	05/04/23	BENCHMARK ENVIROANALYTICAL, INC.	M23040297	BACTERIOLOGICAL ANALYSIS 4/19/23	Contracts-Water Quality	534048-53001	\$45.00
001	012421	05/04/23	BOARDTRONICS, INC.	8951749	IRR STATION	R&M-Irrigation	546041-53901	\$399.99
001	012422	05/04/23	CELEBRATION CDD	050123-CAM	MAY 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012423	05/04/23	CELEBRATION HARDWARE	351244	FASTENERS	R&M-Common Area	546016-53901	\$8.97
001	012424	05/04/23	CELEBRATION SANITATION SERVICES, LLC	103875	REFUSE REMOVAL MAY 2023	Utility - Refuse Removal	543020-53901	\$101.62
001	012425	05/04/23	CLARKE ENVIRONMENTAL MOSQUITO	001028047	MOSQUITO MGMT APR 2023	Contracts-Pest Control	534125-53001	\$1,146.41
001	012429	05/04/23	K & D CONCRETE INC	243	CONCRETE-SIDEWALKS	R&M-Sidewalks	546084-53901	\$10,300.00
001	012432	05/10/23	BENCHMARK ENVIROANALYTICAL, INC.	M23040446	BACTERIOLOGICAL ANALYSIS 04/25/23	Contracts-Water Quality	534048-53001	\$215.00
001	012434	05/10/23	FEDEX	8-117-72248	APRIL 2023 POSTAGE - MGT FEES	Postage and Freight	541006-51301	\$38.44
001	012438	05/16/23	BACKYARD DESIGN PROS LLC	179	CONCRETE FOR SIDEWALKS	R&M-Sidewalks	546084-53901	\$315.00
001	012439	05/16/23	BENCHMARK ENVIROANALYTICAL, INC.	22071266	DISINFECTION BYPRODUCTS 07/22/2022	Contracts-Water Quality	534048-53001	\$136.00
001	012439	05/16/23	BENCHMARK ENVIROANALYTICAL, INC.	M22090256	BACTERIOLOGICAL ANALYSIS 09/15/22	Contracts-Water Quality	534048-53001	\$60.00
001	012439	05/16/23	BENCHMARK ENVIROANALYTICAL, INC.	M23050165	BACTERIOLOGICAL ANALYSIS 05/09/23	Contracts-Water Quality	534048-53001	\$215.00
001	012440	05/16/23	BENCHMARK LANDSCAPING	262	MAY 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,333.33
001	012440	05/16/23	BENCHMARK LANDSCAPING	262	MAY 2023 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$1,333.33
001	012440	05/16/23	BENCHMARK LANDSCAPING	262	MAY 2023 LANDSCAPE MAINT	Contracts-Trash & Debris Removal	534121-53901	\$166.67
001	012440	05/16/23	BENCHMARK LANDSCAPING	262	MAY 2023 LANDSCAPE MAINT	Contracts-Tree & Shrub Maintenance	534147-53901	\$1,666.67
001	012440	05/16/23	BENCHMARK LANDSCAPING	348	INSTALLATION OF SPRING MULCH	R&M-Other Landscape	546036-53901	\$2,450.00
001	012443	05/16/23	CELEBRATION HARDWARE	353495	MAINT SUPPLIES COMMON AREA	R&M-Common Area	546016-53901	\$104.32
001	012443	05/16/23	CELEBRATION HARDWARE	353858	MAINT SUPPLIES	R&M-Common Area	546016-53901	\$220.46
001	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,044.67
001	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$14,888.67
001	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	ProfServ-Info Technology	531020-51301	\$98.58
001	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	Postage and Freight	541006-51301	\$13.28
001	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	Misc-Records Storage	549069-51301	\$840.00
001	012475	05/16/23	REPUBLIC SERVICES #690	0690-000687981	REFUSE REMOVAL APRIL 2023	Utility - Refuse Removal	543020-53901	\$275.00
001	012479	05/16/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1022752	MONTHLY BILLING APRIL 2023	Communication - Telephone	541003-51301	\$34.13
001	012482	05/23/23	CELEBRATION CDD	05172023	SIGNAGE	R&M-Signage	546085-54101	\$2,746.15
001	012486	05/30/23	BENCHMARK ENVIROANALYTICAL, INC.	23040593	MONTHLY COMPOSITE 4/11/23	Contracts-Water Quality	534048-53001	\$378.00
001	012487	05/30/23	CELEBRATION CDD	051723	INSTALL POSTS	Misc-Contingency	549900-53901	\$2,000.00
001	012488	05/30/23	CELEBRATION HARDWARE	354920	RAKE LEAF /POLE POOL	R&M-Common Area	546016-53901	\$48.98
001	012488	05/30/23	CELEBRATION HARDWARE	354921	BLEACH CONC OUTDOOR	R&M-Common Area	546016-53901	\$35.97
001	012488	05/30/23	CELEBRATION HARDWARE	355111	AIR HOSE	R&M-Common Area	546016-53901	\$42.99
001	012488	05/30/23	CELEBRATION HARDWARE	355158	PLUG 1/4 IND 1/4FNPT BT	R&M-Common Area	546016-53901	\$3.99
001	012491	05/30/23	FACILITIES PRO-SWEEP	4416	STREET SWEEPING 5/18/23	R&M-Road Cleaning	546080-54101	\$354.66
001	012492	05/30/23	FEDEX	8-132-64572	POSTAGE 5/5/23	Postage and Freight	541006-51301	\$20.50
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,044.67
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$14,888.67
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	ProfServ-Info Technology	531020-51301	\$98.58
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	Postage and Freight	541006-51301	\$10.08
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	Misc-Records Storage	549069-51301	\$840.00
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	Printing and Binding	547001-51301	\$269.52
001	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	FENCE REPAIRS	549900-53901	\$2,746.79
001	012504	06/02/23	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	127986397-002	IRRIGATION REPAIRS	R&M-Irrigation	546041-53901	\$177.96
001	012505	06/02/23	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	127986397-001	IRRIGATION REPAIRS	R&M-Irrigation	546041-53901	\$793.92
001	012506	06/02/23	SITEX AQUATICS LLC	7613	APRIL 2023 LAKE MAINT	Contracts-Aquatic Control	534067-53001	\$410.00
001	012507	06/02/23	SITEX AQUATICS LLC	7327	MAY 2023 LAKE MAINT	Contracts-Aquatic Control	534067-53001	\$410.00
001	012509	06/08/23	BENCHMARK LANDSCAPING	560	JUNE 2023 LANDSCAPE MAINT	Contracts-Landscape	534050-53901	\$8,333.33
001	012509	06/08/23	BENCHMARK LANDSCAPING	560	JUNE 2023 LANDSCAPE MAINT	Contracts-Irrigation	534073-53901	\$1,333.33
001	012509	06/08/23	BENCHMARK LANDSCAPING	560	JUNE 2023 LANDSCAPE MAINT	Contracts-Trash & Debris Removal	534121-53901	\$166.67
001	012509	06/08/23	BENCHMARK LANDSCAPING	560	JUNE 2023 LANDSCAPE MAINT	Contracts-Tree & Shrub Maintenance	534147-53901	\$1,666.67
001	012510	06/08/23	CELEBRATION CDD	060123-CAM	JUNE 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
001	012511	06/08/23	CELEBRATION SANITATION SERVICES, LLC	103896	JUNE 2023 SVCS	Utility - Refuse Removal	543020-53901	\$101.62
001	012512	06/08/23	CLARKE ENVIRONMENTAL MOSQUITO	001028732	MOSQUITO MGMT SVC MAY 2023	Contracts-Pest Control	534125-53001	\$1,146.41
001	012516	06/08/23	FLORIDA MUNICIPAL INSURANCE TR	ANC-10072-2223	FMIT - STORAGE TANK LIABILITY INSURANCE	Insurance - General Liability	545002-51301	\$335.33
001	012518	06/08/23	KUTAK ROCK LLP	3225790	GEN COUNSEL THRU APR 2023	ProfServ-Legal Services	531023-51401	\$2,000.00

ENTERPRISE

Community Development District

**Payment Register by Fund
For the Period from 05/01/2023 to 06/30/2023
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
001	012523	06/20/23	BACKYARD DESIGN PROS LLC	191	CONCRETE FOR SIDEWALKS	R&M-Sidewalks	546084-53901	\$385.00
001	012523	06/20/23	BACKYARD DESIGN PROS LLC	187	CONCRETE FOR SIDEWALKS	R&M-Sidewalks	546084-53901	\$385.00
001	012524	06/20/23	BENCHMARK ENVIROANALYTICAL, INC.	23051302	MONTHLY COMPOSITE 5/22/23-05/23/23	Contracts-Water Quality	534048-53001	\$513.00
001	012526	06/20/23	CELEBRATION HARDWARE	357694	ULTRA SPEC EXT SATIN-BASE	R&M-Common Area	546016-53901	\$149.99
001	012526	06/20/23	CELEBRATION HARDWARE	357932	BLEACH CONCENTRATE OUTDOOR	R&M-Common Area	546016-53901	\$35.97
001	012529	06/20/23	FACILITIES PRO-SWEEP	4484	STREET SWEEPING 6/15/23	R&M-Road Cleaning	546080-54101	\$354.66
001	012532	06/20/23	FLORIDA MUNICIPAL INSURANCE TR	INV-38324-F9B1	4TH INSTALL BILLING FY 22/23	Insurance - General Liability	545002-51301	\$3,953.75
001	012536	06/20/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1023773	MONTHLY BILLING MAY 2023	Communication - Telephone	541003-51301	\$34.13
001	012539	06/29/23	FEDEX	8-168-37900	JUNE 2023 POSTAGE	Postage and Freight	541006-51301	\$12.91
001	ACH136	05/19/23	DUKE ENERGY-ACH	050823 ACH	BILL PRD 3/29-4/26/23	Electricity - General	543006-53901	\$44.56
001	ACH136	05/19/23	DUKE ENERGY-ACH	050823 ACH	BILL PRD 3/29-4/26/23	Electricity - Streetlighting	543013-54101	\$1,502.55
001	ACH137	06/02/23	REPUBLIC SERVICES #690	0690-000691319 ACH	REFUSE REMOVAL MAY 2023	Utility - Refuse Removal	543020-53901	\$308.52
001	ACH138	06/19/23	DUKE ENERGY-ACH	052523 ACH	BILL PRD 4/26-5/24/23	Electricity - General	543006-53901	\$44.61
001	ACH138	06/19/23	DUKE ENERGY-ACH	052523 ACH	BILL PRD 4/26-5/24/23	Electricity - Streetlighting	543013-54101	\$1,502.55
Fund Total								\$262,792.43

WATER & SEWER FUND - 401

401	012418	05/04/23	ALL FLORIDA SEPTIC	5834359	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$4,690.00
401	012422	05/04/23	CELEBRATION CDD	050123-CAM	MAY 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012426	05/04/23	EMPIRE PIPE & SUPPLY CO	2109815	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,140.00
401	012427	05/04/23	ENTERPRISE CDD, C/O US BANK, N.A.	050123-3	TRFR PRINCIPAL PAYMENT	Due From Other Funds	131000	\$80,000.00
401	012428	05/04/23	ENTERPRISE CDD, C/O US BANK, N.A.	050123-4	TRFR CONNECTION FEES	Due From Other Funds	131000	\$66,053.02
401	012430	05/04/23	KUTAK ROCK LLP	3209786	GEN COUNSEL THRU MAR 2023	ProfServ-Legal Services	531023-51401	\$762.50
401	012431	05/04/23	SMART CITY TELECOM	050123-5499	BILL PRD MAY 2023	Internet-Liftstations	543080-53901	\$2,262.71
401	012433	05/10/23	EMPIRE PIPE & SUPPLY CO	2110389	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$760.00
401	012433	05/10/23	EMPIRE PIPE & SUPPLY CO	2110710	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$19,060.60
401	012435	05/16/23	ADAM ENFROY	041723-1663	703 EAGLE WOODS TRAIL - WR	Deposits	220000	\$83.70
401	012436	05/16/23	ALESSANDRA GUIMARAES	02272023-8185	902 BLUE SAGE ST WR	Deposits	220000	\$127.73
401	012437	05/16/23	AMY MCCORD	022723-1039	719 EAST LAWN DR 1/13/23-2/10/23	Deposits	220000	\$476.99
401	012441	05/16/23	BLANCA ESPINOSA	020123-4067	930 JASMINE ST - WR	Deposits	220000	\$204.24
401	012442	05/16/23	BLAS DROTAR	030323-4568	815 RUNNER OAK ST - WR	Deposits	220000	\$204.13
401	012444	05/16/23	CODY & SHERRI CRAWFORD	021323-0635	711 EASTLAWN DR - WR	Deposits	220000	\$187.60
401	012445	05/16/23	DAVID MARCANTEL	021623-0947	219 ACADIA TERR - WR	Deposits	220000	\$322.72
401	012446	05/16/23	DAWN KIRSTEN CIPRI	041723-4277	1026 JEATER BEND DR - WR	Deposits	220000	\$133.34
401	012447	05/16/23	DOUGLAS DINGEE	041323-7129	1237 ROYCROFT AVE - WR	Deposits	220000	\$12.73
401	012448	05/16/23	EMPIRE PIPE & SUPPLY CO	2111406	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$360.00
401	012448	05/16/23	EMPIRE PIPE & SUPPLY CO	2111512	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,303.00
401	012449	05/16/23	GAI CONSULTANTS	2187861	ENGG SVCS 3/12-4/8/23	ProfServ-Engineering	531013-51501	\$3,762.50
401	012449	05/16/23	GAI CONSULTANTS	2187836	ENGG SVS 3/12-4/8/23 UTILITY	ProfServ-Engineering	531013-51501	\$1,670.00
401	012450	05/16/23	GARY & PEGGY BREWER	032723-9649	1336 FLAGSTONE AVE - WR	Deposits	220000	\$52.02
401	012451	05/16/23	GERALD & LOIS SCHULTZ	021523-8553	1032 NASH DR - WR	Deposits	220000	\$141.09
401	012452	05/16/23	GUY LUTZ	032723-3747	722 EASTLAWN DR - WR	Deposits	220000	\$280.71
401	012453	05/16/23	INFRAMARK, LLC	93612	APRIL 2023 MGMT FEES WATER/SEWER	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,112.08
401	012453	05/16/23	INFRAMARK, LLC	93612	APRIL 2023 MGMT FEES WATER/SEWER	ProfServ-Field Management	531016-53901	\$32,992.17
401	012453	05/16/23	INFRAMARK, LLC	93610	APRIL 2023 MGMT FEES	Postage and Freight	541006-51301	\$8.86
401	012453	05/16/23	INFRAMARK, LLC	94298	APRIL 2023 OPERATIONS MAINT	WORK AUTH WA-RT-MARCH 2023	546160-53901	\$7,665.78
401	012453	05/16/23	INFRAMARK, LLC	94298	APRIL 2023 OPERATIONS MAINT	CONTRACTUAL SVCS	534138-53901	\$95,456.04
401	012454	05/16/23	JAMES HENSON	031323-0121	1847 ISLAND VILLAGE WAY - WR	Deposits	220000	\$80.40
401	012455	05/16/23	JEFFREY TODD	02272023-0415	603 CANNE PL - WR	Deposits	220000	\$162.15
401	012456	05/16/23	JF & A HOLDING LLC	022723-7376	902 WEST PARK DR - WR	Deposits	220000	\$93.51
401	012457	05/16/23	JIMMY & LAURA KRAUS	050123-6542	1434 STICKLEY AVE - WR	Deposits	220000	\$2.13
401	012458	05/16/23	JOHN & RUBY ELLINGTON	031323-0440	1064 NASH DR - WR	Deposits	220000	\$151.34
401	012459	05/16/23	JOSH HUNTSMAN	041123-6609	926 WEST PARK DR - WR	Deposits	220000	\$70.97
401	012460	05/16/23	KRISTIN H LAO	042123-5213	1405 CRAFTSMAN AVE E - WR	Deposits	220000	\$421.42
401	012461	05/16/23	LAURE DEJEANT	020123-8575	1021 BANKS ROSE ST - WR	Deposits	220000	\$165.58
401	012462	05/16/23	MARCO & THERESA RICHIONE	030923-8969	1436 STICKLEY AVE - WR	Deposits	220000	\$115.24
401	012463	05/16/23	MARK PERSAUD	032923-5528	1115 MOSAIC DR - WR	Deposits	220000	\$22.77
401	012466	05/16/23	MATTAMY HOMES	031523-3110	7456 ESTUARY LOOP - WR	Deposits	220000	\$106.17
401	012466	05/16/23	MATTAMY HOMES	040523-7110	2290 CELEBRATION BLVD - WR	Deposits	220000	\$385.54
401	012466	05/16/23	MATTAMY HOMES	040523-3410	7468 ESTUARY LOOP - WR	Deposits	220000	\$108.40

ENTERPRISE

Community Development District

**Payment Register by Fund
For the Period from 05/01/2023 to 06/30/2023
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012466	05/16/23	MATTAMY HOMES	040523-3510	7472 ESTUARY LOOP - WR	Deposits	220000	\$80.90
401	012466	05/16/23	MATTAMY HOMES	031523-7610	7548 ESTUARY LAKE LOOP - WR	Deposits	220000	\$97.46
401	012466	05/16/23	MATTAMY HOMES	031523-7910	7434 BARRIER COVE WAY - WR	Deposits	220000	\$108.47
401	012466	05/16/23	MATTAMY HOMES	031523-8010	7430 BARRIER COVE WAY - WR	Deposits	220000	\$228.96
401	012466	05/16/23	MATTAMY HOMES	040523-7010	2101 CELEBRATION BLD - WR	Deposits	220000	\$706.19
401	012466	05/16/23	MATTAMY HOMES	040523-3910	7413 LEVEE LN - WR	Deposits	220000	\$633.93
401	012466	05/16/23	MATTAMY HOMES	040523-3010	7452 ESTUARY LOOP - WR	Deposits	220000	\$92.45
401	012466	05/16/23	MATTAMY HOMES	040523-9010	7409 INLET POINT - WR	Deposits	220000	\$125.30
401	012466	05/16/23	MATTAMY HOMES	021323-8110	7426 BARRIER COVE WAY - WR	Deposits	220000	\$298.90
401	012466	05/16/23	MATTAMY HOMES	040523-1902	1805 COASTAL CT - WR	Deposits	220000	\$224.13
401	012466	05/16/23	MATTAMY HOMES	040323-8510	7410 BARRIER COVE WAY - WR	Deposits	220000	\$2.33
401	012466	05/16/23	MATTAMY HOMES	041723-7510	7552 ESTUARY LAKE LOOP - WR	Deposits	220000	\$36.88
401	012466	05/16/23	MATTAMY HOMES	041323-9710	1855 ISLAND VILLAGE WAY - WR	Deposits	220000	\$653.05
401	012466	05/16/23	MATTAMY HOMES	041323-0510	18111 BEACH RIDGE RD - WR	Deposits	220000	\$630.01
401	012466	05/16/23	MATTAMY HOMES	041323-8210	7422 BARRIER COVE WAY - WR	Deposits	220000	\$197.15
401	012466	05/16/23	MATTAMY HOMES	041723-7010	7573 ESTUARY LAKE LOOP	Deposits	220000	\$67.03
401	012466	05/16/23	MATTAMY HOMES	041723-3210	7460 ESTUARY LAKE LOOP - WR	Deposits	220000	\$63.93
401	012466	05/16/23	MATTAMY HOMES	041723-0010	7500 ESTUARY LAKE LOOP - WR	Deposits	220000	\$86.08
401	012466	05/16/23	MATTAMY HOMES	041723-7410	7556 ESTUARY LAKE LOOP	Deposits	220000	\$114.62
401	012467	05/16/23	MATTHEW FOLLIS	041723-3534	806 ROSA ST - WR	Deposits	220000	\$163.38
401	012468	05/16/23	MEGAN ASTOR	032723-4245	1200 CELEBRATION AVE - WR	Deposits	220000	\$10.50
401	012469	05/16/23	MYAIVA RODRIGUEZ	021523-7783	1200 DOWNEY PL - WR	Deposits	220000	\$86.16
401	012470	05/16/23	NADIA EGGERS	022723-7064	811 VERANDA PL - WR	Deposits	220000	\$192.16
401	012471	05/16/23	PAMELA J MURPHY	041123-4169	518 LONGMEADOW ST - WR	Deposits	220000	\$126.69
401	012472	05/16/23	PEDRO BELLINOMINI CASTILLO	031323-3771	611 TRUMPET PL - WR	Deposits	220000	\$204.56
401	012473	05/16/23	PETER STOK	030923-3735	722 EASTLAWN DR - WR	Deposits	220000	\$83.54
401	012474	05/16/23	PRISCILLA MARTINEZ & JOSE ALBA	041323-5046	1352 PONCE DR - WR	Deposits	220000	\$169.79
401	012476	05/16/23	ROBERT CANT	042123-7412	185 LONGVIEW AVE - WR	Deposits	220000	\$167.75
401	012477	05/16/23	ROBERT FORST	041323-4576	1114 RUSH ST - WR	Deposits	220000	\$140.81
401	012478	05/16/23	SHERRIE SCHALLHORN	04042023-4598	835 LAKE EVALYN DR WR	Deposits	220000	\$46.38
401	012479	05/16/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1022752	MONTHLY BILLING APRIL 2023	Communication - Telephone	541003-51301	\$102.41
401	012480	05/16/23	TOHO Water Authority	050123-12799	BILL PRD 4/1-5/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18,447.16
401	012480	05/16/23	TOHO Water Authority	050123-12799	BILL PRD 4/1-5/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$125,509.54
401	012480	05/16/23	TOHO Water Authority	050123-12799	BILL PRD 4/1-5/1/23	Contracts-Bulk Wastewater	534006-53301	\$211,750.13
401	012480	05/16/23	TOHO Water Authority	050123-12799	BILL PRD 4/1-5/1/23	Contracts-Bulk Potable Water	534005-53301	\$73,426.08
401	012480	05/16/23	TOHO Water Authority	050123-12799	BILL PRD 4/1-5/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012481	05/16/23	WILLIAM STANSELL	021623-7463	105 ACADIA TERR - WR	Deposits	220000	\$43.98
401	012483	05/23/23	EMPIRE PIPE & SUPPLY CO	2111643	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$225.00
401	012484	05/30/23	ALL FLORIDA SEPTIC	5864180	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$1,425.00
401	012484	05/30/23	ALL FLORIDA SEPTIC	5864183	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,500.00
401	012484	05/30/23	ALL FLORIDA SEPTIC	5864177	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,015.00
401	012484	05/30/23	ALL FLORIDA SEPTIC	5864176	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,300.00
401	012484	05/30/23	ALL FLORIDA SEPTIC	5870958	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,680.00
401	012485	05/30/23	ARIADNA SANCHEZ	041923-4644	101 GRACE AVE - WR	Deposits	220000	\$133.49
401	012489	05/30/23	CHRISTIAN & CATHERINE JENSEN	050323-7503	1016 WILD ELM ST - WR	Deposits	220000	\$115.19
401	012490	05/30/23	EMPIRE PIPE & SUPPLY CO	2111754	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$14,835.00
401	012490	05/30/23	EMPIRE PIPE & SUPPLY CO	2111764	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$7,993.96
401	012492	05/30/23	FEDEX	8-132-64572	POSTAGE 5/5/23	Postage and Freight	541006-51301	\$13.66
401	012493	05/30/23	FRANK FORREST	042523-8146	828 SPRING PARK LOOP WR	Deposits	220000	\$123.42
401	012494	05/30/23	INFRAMARK, LLC	95145	MAY 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$5,112.08
401	012494	05/30/23	INFRAMARK, LLC	95145	MAY 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$32,992.17
401	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	Postage and Freight	541006-51301	\$6.72
401	012494	05/30/23	INFRAMARK, LLC	95144	MAY 2023 MGMT FEES	Printing and Binding	547001-51301	\$179.68
401	012495	05/30/23	ISABEL PERAGALLO	041723-1385	740 OAK SHADOWS RD - WR	Deposits	220000	\$105.79
401	012496	05/30/23	JAMES A LOVEGREN	042523-2645	1154 CELEBRATION AVE - WR	Deposits	220000	\$95.53
401	012497	05/30/23	LOYAL PYCZYNSKI	041323-9437	770 OAK SHADOWS RD - WR	Deposits	220000	\$166.18
401	012498	05/30/23	MATTAMY HOMES	051523-0310	7404 LEVEE LN 05/08/23 WR	Deposits	220000	\$44.81
401	012499	05/30/23	RITA CULMONE	033123-3788	619 MULBERRY AVE - WR	Deposits	220000	\$100.79
401	012500	05/30/23	STEWART & STEVENSON	90046444	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$810.00
401	012501	05/30/23	SUSAN FLEMING	041323-6732	1430 STICKLEY AVE - WR	Deposits	220000	\$78.14
401	012502	05/30/23	THOMAS BOGUCKI	031523-4222	1598 RESOLUTE ST - WR	Deposits	220000	\$91.33
401	012503	05/30/23	ZOE KINDLEY	031523-8451	1003 FALLING LEAF ST - WR	Deposits	220000	\$67.19
401	012508	06/08/23	ALL FLORIDA SEPTIC	5881031	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$4,690.00

ENTERPRISE

Community Development District

**Payment Register by Fund
For the Period from 05/01/2023 to 06/30/2023
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
401	012510	06/08/23	CELEBRATION CDD	060123-CAM	JUNE 2023 CAM	O&M-Maintenance Building	546907-53901	\$602.00
401	012514	06/08/23	ENTERPRISE CDD, C/O US BANK, N.A.	060123-3	TRFR TO US BANK PRINCIPAL PAYMENT	Due From Other Funds	131000	\$80,000.00
401	012515	06/08/23	ENTERPRISE CDD, C/O US BANK, N.A.	060123-4	TRFR TO CONNECTION FEES THRU APRIL 2023	Due From Other Funds	131000	\$60,945.37
401	012516	06/08/23	FLORIDA MUNICIPAL INSURANCE TR	ANC-10072-2223	FMIT - STORAGE TANK LIABILITY INSURANCE	Insurance - General Liability	545002-51301	\$335.33
401	012517	06/08/23	GAI CONSULTANTS	2188982	ENGG SVCS THRU MAY 6, 2023	ProfServ-Engineering	531013-51501	\$4,910.00
401	012518	06/08/23	KUTAK ROCK LLP	3225789	LEGAL SVCS THRU APRIL 2023	ProfServ-Legal Services	531023-51401	\$1,192.50
401	012522	06/20/23	ALL FLORIDA SEPTIC	5883270	REPAIR C-LIFT STATION	R&M-Utility Maintenance	546160-53901	\$875.00
401	012522	06/20/23	ALL FLORIDA SEPTIC	5890672	REPAIR C-LIFT STATION	R&M-Utility Maintenance	546160-53901	\$275.00
401	012522	06/20/23	ALL FLORIDA SEPTIC	5892701	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,757.50
401	012522	06/20/23	ALL FLORIDA SEPTIC	5892705	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$3,350.00
401	012522	06/20/23	ALL FLORIDA SEPTIC	5897684	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$6,042.00
401	012525	06/20/23	CARYN DESCOMBES	060523-4237	1200 CELEBRATION AVE - WR	Deposits	220000	\$119.49
401	012527	06/20/23	DANIEL & KATIE LOANE	051923-7158	1550 CASTILE ST - WR	Deposits	220000	\$73.69
401	012528	06/20/23	ENTERPRISE CDD, C/O US BANK, N.A.	060923-1	TRFR TO CONNECTION FEES	Due From Other Funds	131000	\$24,207.19
401	012530	06/20/23	FEGHALI FAMILY LAND TRUST	051623-0320	1363 PONCE DR - WR	Deposits	220000	\$125.66
401	012531	06/20/23	FERGUSON ENTERPRISES, INC.	2013620	UTILITY MAINT	R&M-Utility Maintenance	546160-53901	\$2,285.00
401	012532	06/20/23	FLORIDA MUNICIPAL INSURANCE TR	INV-38324-F9BI	4TH INSTALL BILLING FY 22/23	Insurance - General Liability	545002-51301	\$3,953.75
401	012533	06/20/23	GAI CONSULTANTS	2188978	ENGG SVCS THRU MAY 2023	ProfServ-Engineering	531013-51501	\$2,802.84
401	012534	06/20/23	INFRAMARK, LLC	95991	MAY 2023 OPERATIONS MAINT	WORK AUTH WA-RT-MARCH 2023	546160-53901	\$7,280.00
401	012534	06/20/23	INFRAMARK, LLC	95991	MAY 2023 OPERATIONS MAINT	CONTRACTUAL SVCS	534138-53901	\$95,456.04
401	012535	06/20/23	MATTAMY HOMES	052323-2810	1855 COASTAL CT - WR	Deposits	220000	\$66.05
401	012536	06/20/23	SUNSHINE STATE ONE CALL OF FLA	PS-INV1023773	MONTHLY BILLING MAY 2023	Communication - Telephone	541003-51301	\$102.41
401	012537	06/20/23	TOHO Water Authority	060123-12799	BILL PRD 5/1-6/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$18,447.16
401	012537	06/20/23	TOHO Water Authority	060123-12799	BILL PRD 5/1-6/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$122,815.80
401	012537	06/20/23	TOHO Water Authority	060123-12799	BILL PRD 5/1-6/1/23	Contracts-Bulk Wastewater	534006-53301	\$208,270.71
401	012537	06/20/23	TOHO Water Authority	060123-12799	BILL PRD 5/1-6/1/23	Contracts-Bulk Potable Water	534005-53301	\$74,996.50
401	012537	06/20/23	TOHO Water Authority	060123-12799	BILL PRD 5/1-6/1/23	Contracts-Irrigation (Re-Use)	534064-53301	\$2.65
401	012538	06/20/23	U.S. BANK	6937545	TRUSTEE FEES - 5/1/23-4/30/24	Trustee Fees 5/1/23-9/30/23	531045-51301	\$1,419.83
401	012538	06/20/23	U.S. BANK	6937545	TRUSTEE FEES - 5/1/23-4/30/24	Trustee Fees 10/1/23-4/30/24	155000	\$1,987.76
401	012539	06/29/23	FEDEX	8-168-37900	JUNE 2023 POSTAGE	Postage and Freight	541006-51301	\$8.61
401	ACH136	05/19/23	DUKE ENERGY-ACH	050823 ACH	BILL PRD 3/29-4/26/23	Electricity - General	543006-53901	\$11,079.58
401	ACH136	05/19/23	DUKE ENERGY-ACH	050823 ACH	BILL PRD 3/29-4/26/23	Due From Other Districts	133500	\$13,935.15
401	ACH138	06/19/23	DUKE ENERGY-ACH	052523 ACH	BILL PRD 4/26-5/24/23	Electricity - General	543006-53901	\$10,927.41
401	ACH138	06/19/23	DUKE ENERGY-ACH	052523 ACH	BILL PRD 4/26-5/24/23	Due From Other Districts	133500	\$13,935.29
401	012519	06/19/23	JASON D. HERRICK	PAYROLL	June 19, 2023 Payroll Posting			\$184.70
401	012520	06/19/23	PAUL T. JOHNSON	PAYROLL	June 19, 2023 Payroll Posting			\$184.70
401	012521	06/19/23	GREGG E. HARKNESS	PAYROLL	June 19, 2023 Payroll Posting			\$184.70
							Fund Total	\$1,620,932.82

Total Checks Paid	\$1,883,725.25
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Section 6

Budget Hearing

Subsection 6A

Proposed Budget

ENTERPRISE
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Version 3: Modified Tentative Budget
(Printed 8/2/23 at 10:48 AM)

Prepared by:



ENTERPRISE

Community Development District

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Enterprise
Community Development District

Operating Budget
Fiscal Year 2024

ENTERPRISE

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	JUL -	PROJECTED	BUDGET
			FY 2023	JUNE-2023	SEP-2023	FY 2023	FY 2024
REVENUES							
Interest - Investments	\$ 6,609	\$ 8,440	\$ 2,807	\$ 66,921	\$ 22,307	\$ 89,228	\$ 11,100
Right-of-Way Fees	291,629	364,487	330,000	335,498	111,833	447,331	330,000
Interest - Tax Collector	-	7	-	185	-	185	-
Special Assmnts- Tax Collector	364,851	364,867	364,861	364,860	-	364,860	364,861
Special Assmnts- Discounts	(13,731)	(14,115)	(14,594)	(14,146)	-	(14,146)	(14,594)
Other Miscellaneous Revenues	392	9,305	-	53	-	53	-
TOTAL REVENUES	649,750	732,991	683,074	753,371	134,140	887,511	691,367
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	3,400	3,000	2,400	1,500	600	2,100	3,000
FICA Taxes	260	230	184	115	46	161	230
ProfServ-Engineering	38,248	31,618	23,000	1,331	21,669	23,000	23,000
ProfServ-Info Technology	1,183	1,183	1,183	887	296	1,183	1,300
ProfServ-Legal Services	9,250	7,192	10,000	7,036	2,964	10,000	10,000
ProfServ-Mgmt Consulting	57,061	58,773	60,536	45,402	15,134	60,536	63,000
ProfServ-Property Appraiser	127	-	200	163	37	200	200
Auditing Services	4,800	4,800	5,000	4,800	-	4,800	5,000
Communication - Telephone	155	150	750	319	410	729	1,700
Postage and Freight	275	347	750	239	511	750	500
Insurance - General Liability	14,177	14,410	21,757	16,150	-	16,150	19,000
Printing and Binding	694	1,263	1,200	363	837	1,200	500
Legal Advertising	487	305	500	476	159	635	3,000
Misc-Records Storage	-	-	-	3,360	-	3,360	-
Misc-Assessment Collection Cost	4,513	4,448	7,297	7,014	-	7,014	7,297
Misc-Contingency	580	20,511	1,989	360	1,629	1,989	1,000
Misc-Web Hosting	592	1,743	1,550	787	763	1,550	1,600
Office Supplies	25	42	350	-	350	350	400
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	136,002	150,190	138,821	90,477	45,404	135,881	140,902
<i>Other Public Safety</i>							
Contracts-Sheriff	17,594	21,764	15,000	-	15,000	15,000	20,000
Total Other Public Safety	17,594	21,764	15,000	-	15,000	15,000	20,000
<i>Physical Environment</i>							
Contracts-Water Quality	12,804	18,244	17,035	7,458	8,066	15,524	18,000
Contracts-Aquatic Control	4,920	4,510	4,920	3,690	1,230	4,920	5,000
Contracts-Pest Control	13,757	13,757	13,757	10,318	3,439	13,757	14,000
R&M-Wetland	-	-	1,000	-	1,000	1,000	500
Total Physical Environment	31,481	36,511	36,712	21,466	13,735	35,201	37,500
<i>Flood Control/Stormwater Mgmt</i>							
R&M-Road Drainage	-	875	6,500	-	1,625	1,625	7,000
Total Flood Control/Stormwater Mgmt	-	875	6,500	-	1,625	1,625	7,000

ENTERPRISE

Community Development District

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	JUL -	PROJECTED	BUDGET
			FY 2023	JUNE-2023	SEP-2023	FY 2023	FY 2024
Field							
ProfServ-Field Management	148,990	173,460	178,664	133,998	44,666	178,664	185,000
Contracts-Landscape	94,227	116,744	100,000	75,000	25,000	100,000	100,000
Contracts-Irrigation	16,701	12,709	16,000	12,000	4,000	16,000	16,000
Contracts-Trees & Trimming	17,098	12,991	-	-	-	-	-
Contracts - Trees & Shrub Maintenance	-	-	20,000	15,000	5,000	20,000	20,000
Contracts-Other Landscape	20,124	15,793	-	-	-	-	-
Contracts-Pine Straw	-	-	34,300	-	34,300	34,300	35,000
Contracts - Trash & Debris Removal	-	-	2,000	1,500	500	2,000	2,000
Electricity - General	451	384	2,000	431	144	575	600
Utility - Refuse Removal	4,118	3,805	5,543	2,892	789	3,681	3,200
R&M-Boardwalks	-	-	12,500	-	3,125	3,125	12,000
R&M-Common Area	3,909	15,261	12,000	2,117	706	2,823	12,000
R&M-Other Landscape	6,203	13,631	15,000	7,300	2,433	9,733	15,000
R&M-Irrigation	4,855	12,310	10,000	3,702	1,234	4,936	10,000
R&M-Sidewalks	11,003	80,693	15,000	39,320	13,107	52,427	15,000
R&M-Hardscape Cleaning	-	1,500	7,000	-	1,750	1,750	7,000
R&M-Painting	633	806	1,000	-	250	250	1,000
R&M-Maintenance Building	7,224	7,224	7,224	5,418	1,806	7,224	8,000
Misc-Contingency	13,691	16,466	15,000	5,327	3,750	9,077	10,000
Total Field	349,227	483,777	453,231	304,005	142,559	446,564	451,800
Road and Street Facilities							
Electricity - Streetlights	11,112	11,174	13,000	15,169	5,056	20,225	15,000
R&M-Road Cleaning	10,640	4,256	11,704	3,192	1,064	4,256	7,000
R&M-Roads & Alleyways	-	-	2,500	762	254	1,016	2,500
R&M-Signage	195	-	2,000	2,746	500	3,246	2,000
R&M-Streetlights	2,499	-	12,500	-	3,125	3,125	12,500
Total Road and Street Facilities	24,446	15,430	41,704	21,869	9,999	31,868	39,000
TOTAL EXPENDITURES	558,750	708,547	691,968	437,817	228,322	666,139	696,202
Excess (deficiency) of revenues							
Over (under) expenditures	91,000	24,444	(8,894)	315,554	(94,183)	221,371	(4,835)
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(8,894)	-	-	-	(4,835)
TOTAL OTHER SOURCES (USES)	-	-	(8,894)	-	-	-	(4,835)
Net change in fund balance	91,000	24,444	(8,894)	315,554	(94,183)	221,371	(4,835)
FUND BALANCE, BEGINNING	2,599,161	2,690,161	2,714,605	2,714,605	-	2,714,605	2,935,976
FUND BALANCE, ENDING	\$ 2,690,161	\$ 2,714,605	\$ 2,705,711	\$ 3,030,159	\$ (94,183)	\$ 2,935,976	\$ 2,931,141

ENTERPRISE

Community Development District

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 2,935,976
Net Change in Fund Balance - Fiscal Year 2024	(4,835)
Reserves - Fiscal Year 2024 Additions	-
Total Funds Available (Estimated) - 9/30/2024	2,931,141

ALLOCATION OF AVAILABLE FUNDS

<i>Assigned Fund Balance</i>	
Operating Reserve - Operating Capital	174,050 ⁽¹⁾
Subtotal	174,050
Total Allocation of Available Funds	174,050

Total Unassigned (undesignated) Cash	\$ 2,757,091
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Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2024

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating and investment accounts.

Right-of-Way Fees

Franchise fees charged to Duke Energy for their use of District right-of-way areas.

Special Assessments -Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year.

Special Assessments - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

P/R - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the fiscal year based upon twelve meetings with board members receiving payment. *This amount is split between the general fund and the water/sewer fund 50/50 %*

FICA Taxes

Payroll taxes on Board of Supervisors compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures. *This amount is split between the general fund and the water/sewer fund 50/50 %*

Professional Services - Engineering

The District's Engineer, Gai Consultants provides general engineering services to the District, i.e., attendance and preparation for monthly Board meetings, planning and management of the District's operations and maintenance programs, and review and administration of permits. No services are provided by the Program Manager or District Representative. Engineering services related to utility systems will be funded by the Enterprise CDD water/sewer fund. Engineering services for permit reviews and administration will be paid by third-party developers.

Professional Services - Information Technology

All of the District's financial records and services (i.e., accounts payable, income statements, and records of proceedings) are maintained and provided by Inframark - Infrastructure Management Services.

Professional Services - Legal Services

The District's Attorney provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisors and the District Manager. The general fund and the water/sewer fund share these costs.

Enterprise

Community Development District

*General Fund***Budget Narrative**
Fiscal Year 2024**EXPENDITURES****Administrative** (continued)**Professional Services - Management Consulting Services**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Inframark-Infrastructure Management Services. Also included are costs for Information Technology charges to process all of the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark in accordance with the management contract and the charge for rentals. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Professional Services - Property Appraiser

The Property Appraiser provides the District with a listing of the legal description of each property parcel within the District boundaries, and the names and addresses of the owners of such property. The District reimburses the Property Appraiser for necessary administrative costs incurred to provide this service. The fiscal year budget for property appraiser costs was based on a unit price per parcel. In prior years, this cost was included in Misc.-Assessment Collection Cost.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter. This amount will be shared 50/50 with the Water and Sewer Fund.

Communication - Telephone

The District uses Sunshine State One Call of FLA for phone lines.

Postage and Freight

Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance - General Liability

The District's General Liability & Public Officials Liability Insurance policy is currently with Florida Municipal Insurance Agency. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the Osceola News Gazette. The amount for the fiscal year is based on the prior year budget and anticipated advertising needs for the year.

Miscellaneous - Assessment Collection Costs

The District reimburses the Osceola County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Misc. - Contingency

Monthly bank charges and any other miscellaneous expenditure that may be incurred during the year.

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Administrative (continued)

Miscellaneous-Web Hosting

This is to comply with state Statutes for posting information on internet and hosting. These amounts will be shared 50/50 with the Water and Sewer Fund.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Community Affairs.

Public Safety

Contracts - Sheriff

An Interlocal agreement with Celebration CDD is in effect to share the Osceola County Sheriff's Office services to the District. The current contract amount is 20% of the cost billed by Celebration CDD.

Physical Environment

Contract - Water Quality

This amount includes the cost to maintain the Reedy Creek Improvement District's storm water management systems. The District's share is based on the estimated storm water flows from the District into the RCID system as determined by the Drainage Interlocal Agreement between the Districts and the RCID.

Contract - Aquatic Control

The District currently has a contract with Sitex Aquatic LLC, Inc. Scheduled maintenance consists of monthly treatment of shoreline grass and brush control, floating & submersed algae vegetation control, additional treatments as required and monthly report of all waterways treated for 5 ponds and 4 outfalls and 1 littoral known as EP 7, EP 5B, EP 5A, EP 9 and SCE 2 associated with Enterprise CDD.

Contract - Pest Control

The District currently has a contract with Clarke Environmental Mosquito Management, Inc. Scheduled maintenance consists of mosquito spraying along roadways and paths, and mosquito population monitoring in the form of landing rate counts and light traps.

Service	Scheduled Operations
Landing rate counts	1 night / week
Light trap nights	1 night / week
ULV spraying	Seasonally, up to nightly
Larvicide	By acre, when and where needed
Inspections	As needed

R&M - Wetland

Maintenance consists of mowing, litter removal, and overgrowth control (trimmed and/or thinned to mimic natural succession).

Enterprise

Community Development District

General Fund

Budget Narrative
Fiscal Year 2024**EXPENDITURES****Flood Control/ Storm Water Management****R&M - Road Drainage (Storm Water System)**

Drainage Structures Maintenance: Scheduled maintenance of drainage structures (inlets, pipes, manholes, mitered-end sections, headwall, and pond outfall structures) consists of inspection, cleaning and general maintenance. Scheduled maintenance of storm water system consists of inspection, sampling, and testing of the storm water pond water quality for the purposes of compliance with RCID Interlocal Drainage Agreement.

- Drainage Structures Maintenance: Scheduled maintenance of drainage structures (inlets, pipes, manholes, mitered-end sections, headwall, and pond outfall structures) consists of inspection, cleaning and general maintenance. Unscheduled maintenance consists of cleaning and repairs of weir skimmers, weir fabricform, grates and other related drainage structure elements.
- Curb and Gutter: Scheduled maintenance consists of curb and gutter replacement of damaged areas.
- Under drain Maintenance: Scheduled maintenance consists of flushing and cleaning the underdrain pipe system.

Field**Professional Services - Field Management**

Includes payroll and overhead costs associated with the services being provided under a management consulting contract with Inframark - Infrastructure Management Services. This includes employees utilized in the field and office management of all District assets.

Contracts - Landscape (Mowing and Turf Treatment)

The District currently has a contract with Benchmark Landscaping. Scheduled maintenance consists of mowing, edging, blowing, applying pest and disease-control chemicals to sod. Level of service: Average 40 times per year for St. Augustine.

Contract - Irrigation System

The District currently has a contract with Benchmark Landscaping. Scheduled maintenance consists of regular inspections, adjustments to controller and irrigation heads, minor system repairs.

Contract - Trees & Shrub Maintenance

The District currently has a contract with Benchmark Landscaping. Scheduled maintenance consists of pruning, trimming, fertilizing, mulching, and applying pest and disease control chemicals for trees in the CDD rights-of-way and common areas. Unscheduled maintenance consists of replacement of damaged, dead or diseased trees.

Contract – Pine Straw

The District currently has a contract with Benchmark Landscaping. Scheduled maintenance consists of applying pine straw as needed.

Contract – Trash & Debris Removal

The District currently has a contract with Benchmark Landscaping. Scheduled maintenance consists of trash and debris removal through out the District.

Electricity - General

Electricity for accounts with Duke Energy non-utility related functions. *[Fees are based on historical costs].*

Utility - Refuse Removal (Trash)

Scheduled maintenance consists of trash refuse removal. Unscheduled maintenance consists of replacement of damaged trash cans.

Enterprise

Community Development District

*General Fund***Budget Narrative**

Fiscal Year 2024

EXPENDITURES**Field** (continued)**R&M - Boardwalks**

Scheduled maintenance consists of pressure washing, graffiti removal. Unscheduled maintenance consists of replacement of damaged wood, hardware and water seal treatment.

R&M - Common Area

This Budget line includes:

- Chain Link Fencing: Scheduled maintenance consists of inspection and minor maintenance. Unscheduled maintenance consists of repairs and replacement of damaged fence areas.
- Culvert and Handrail: Scheduled maintenance consists of pressure washing the culvert interior, wing walls, handrails, stucco and painted surfaces, touch-ups, and general maintenance.
- Green Leaf Inc: Unscheduled maintenance consists of replacing damaged sod and adding new sod.
- Green Leaf Inc: Unscheduled maintenance of hedges and shrubs consists of replacing damaged areas.
- Green Leaf Inc: Unscheduled maintenance consists of repairs and replacement of system components and purchase of irrigation supplies.
- Green Leaf Inc: Unscheduled maintenance consists of replacement of damaged, dead or diseased trees.

R&M - Other Landscape

Unscheduled maintenance of hedges and shrubs consists of replacing damaged areas and unscheduled maintenance to replacing damaged sod and adding new sod.

R&M - Irrigation

Scheduled maintenance consists of regular inspections, adjustments to controller and irrigation heads, minor system repairs. Unscheduled maintenance consists of repairs and replacement of system components and purchase of irrigation supplies.

R&M - Sidewalks

Unscheduled maintenance consists of graffiti removal, pressure washing, grinding uneven areas, replacement of damaged areas and repairs to concrete sidewalk and handicapped ramps

R&M - Hardscape Cleaning

Scheduled maintenance consists of pressure washing shade structures, boat docks, over looks, PVC fencing, bridges and other hardscape. Unscheduled maintenance consists of repairs and replacement of damaged areas.

R&M - Painting

Scheduled maintenance consists of painting of sign poles and other District facilities. Storage for painting supplies

O&M- Maintenance Building

This represents building operating costs: such as electricity, water, sewer and reuse, janitorial, landscaping, pest control and window cleaning.

Misc-Contingency

This represents any miscellaneous expenditure that may be incurred during the year.

Enterprise

Community Development District

*General Fund***Budget Narrative**

Fiscal Year 2024

EXPENDITURES**Road and Street Facilities****Electricity - Street Lighting**

Electricity for all street lighting, as billed by Duke Energy. [Fees are based on historical costs for metered use plus anticipated future increase].

R&M - Road Cleaning

Scheduled maintenance of roadways and alleys consists of sweeping pavement, curb and gutter, and alley areas. Unscheduled maintenance by Osceola County consists of pavement section and pavement marking repairs. Private roadways will be maintained by Lexin Capital, other private owners, or the Owners Association, as appropriate. Services are provided by USA Services.

R&M - Roads & Alleyways

Guardrail: Scheduled maintenance consists of painting. Vehicular Bridges: Scheduled maintenance consists of pressure cleaning stucco surfaces, painted surfaces, concrete bridge deck, exterior bridge beams, and other exterior surfaces.

R&M - Signage

Scheduled maintenance of signage consists of cleaning and general maintenance. Unscheduled maintenance consists of minor repair and replacement, touch-up painting of support posts and brackets, and replacement of vinyl reflective backing and lettering. Scheduled maintenance of warning signals consists of replacing bulbs and general electric repairs for golf cart crossing and speed limit warning signals. Unscheduled maintenance consists of replacing damaged signal heads and poles. Significant replacements over \$500 are funded through maintenance reserves.

R&M - Street Lighting (Maintenance)

Scheduled maintenance of roadway and pedestrian bollard lighting in common areas consists of replacing bulbs, globes, 60and minor electrical components, and repairing poles. In addition, maintenance consists of repair, replacement and painting of lighting fixtures and poles.

ENTERPRISE

Community Development District

FY 2024 vs. FY 2023 Non-Ad Valorem Assessment Summary

			Operations & Maintenance					
Parcel	Owner	Square Feet	FY 2024			FY 2023		Increase/ (Decrease) FY24/23
			O&M Sq. Ft./Unit	O&M per Sq. Ft./Unit	Total O&M	O&M per Sq. Ft./Unit	Total O&M	
Lot 2 - Health Center	ADVENTIST HEALTH SYSTEM SUNBELT INC	848,000	848,000	\$ 0.18820	\$ 159,596.03	0.18820	\$ 159,596.03	0.00%
Lot 3a	215 CELEBRATION PLACE INC	130,102	130,102	\$ 0.18820	\$ 24,485.57	0.18820	\$ 24,485.57	0.00%
Lot 4a C-15	OVERTURE DEV GROUP LLC	127,000	127,000	\$ 0.18820	\$ 23,901.76	0.18820	\$ 23,901.76	0.00%
Lot 7 - C-12	CELEBRATION CO THE	20,000	20,000	\$ 0.18820	\$ 3,764.06	0.18820	\$ 3,764.06	0.00%
Lot 9	SMART CITY TELECOMMUNICATIONS	2,025	2,025	\$ 0.18820	\$ 381.11	0.18820	\$ 381.11	0.00%
Lot 6 - C-18	WATER TOWER RETAIL LLC	130,000	130,000	\$ 0.18820	\$ 24,466.37	0.18820	\$ 24,466.37	0.00%
Lot 5a	INLAND 200 CELEBRATION PLACE	174,175	174,175	\$ 0.18820	\$ 32,780.23	0.18820	\$ 32,780.23	0.00%
Lot 5b	OLD BRIDGE PARK CELEBRATION	74,676	74,676	\$ 0.18820	\$ 14,054.24	0.18820	\$ 14,054.24	0.00%
Lot 5c - C-15	INLAND 220 CELEBRATION PLACE	197,620	197,620	\$ 0.18820	\$ 37,192.65	0.18820	\$ 37,192.65	0.00%
Lot 1a	CELEBRATION SELF STORAGE LLC	8,820	8,820	\$ 0.18820	\$ 1,659.95	0.18820	\$ 1,659.95	0.00%
Lot 1b	COMMUNITY CHURCH AT CELEBRATION INC THE	30,000	30,000	\$ 0.18820	\$ 5,646.09	0.18820	\$ 5,646.09	0.00%
Lot 3 C -14b	ADVENTIST HEALTH SYSTEM/ SUNBELT INC	130,000	130,000	\$ 0.18820	\$ 24,466.37	0.18820	\$ 24,466.37	0.00%
Mona Lisa Hotel	VARIOUS OWNERS	66,240	240	\$ 51.94399	\$ 12,466.56	51.94399	\$ 12,466.56	0.00%
	Total	1,938,658			\$ 364,861.00		\$ 364,861.00	0.00%
Lot 4b	TCC (Lift Station)	-			-			
Lot 8 - C-13	Osceola Co. (Fire Station)	-			-			
	Total	1,938,658			\$ 364,861		\$ 364,861	

Enterprise
Community Development District

Water and Sewer Fund
Fiscal Year 2024

ENTERPRISE

Community Development District

Water And Sewer Fund

Summary of Revenues, Expenses and Changes in Net Assets
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET FY 2023	THRU JUN-2023	JUL - SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
OPERATING REVENUES							
Interest - Investments	\$ 17,060	\$ 20,448	\$ 9,500	\$ 120,147	\$ 40,049	\$ 160,196	106,520
Water Revenue	1,816,809	1,876,304	1,765,163	1,715,987	571,996	2,287,983	1,818,118
Sewer Revenue	3,732,724	4,003,059	3,598,752	3,091,968	1,030,656	4,122,624	3,706,715
Irrigation Fees	1,561,872	1,670,447	1,501,484	1,269,984	423,328	1,693,312	1,546,529
Other Miscellaneous Revenues	66,062	44,061	30,000	220,066	73,355	293,421	30,000
Connection Fees - W/S	207,723	2,095,495	750,000	332,852	110,951	443,803	750,000
TOTAL OPERATING REVENUES	7,402,250	9,709,814	7,654,899	6,751,004	2,250,335	9,001,339	7,957,881
OPERATING EXPENSES							
<i>Personnel and Administration</i>							
P/R-Board of Supervisors	600	400	2,400	1,500	600	2,100	2,400
FICA Taxes	46	31	184	115	46	161	184
ProfServ-Engineering	13,978	61,074	35,000	66,291	22,097	88,388	35,000
ProfServ-Financial Advisor	-	-	5,000	-	5,000	5,000	5,000
ProfServ-Legal Services	16,014	27,678	16,000	4,048	11,952	16,000	16,000
ProfServ-Mgmt Consulting	62,000	59,558	61,345	46,009	15,336	61,345	64,000
ProfServ-Trustee Fees	4,055	1,988	4,055	4,827	-	4,827	4,055
Auditing Services	4,800	4,800	5,000	4,800	-	4,800	5,000
Travel and Per Diem	-	13	-	-	-	-	-
Communication - Telephone	-	-	600	954	318	1,272	600
Postage and Freight	275	-	500	159	341	500	500
Insurance - General Liability	13,511	15,089	18,415	16,150	-	16,150	18,000
Printing and Binding	694	-	800	242	558	800	800
Legal Advertising	626	224	500	476	24	500	500
Miscellaneous Services	4,142	3,534	6,500	2,539	3,961	6,500	5,000
Misc-Web Hosting	-	1,743	1,550	787	763	1,550	1,600
Office Supplies	-	-	500	-	500	500	500
Total Personnel and Administration	120,741	176,132	158,349	148,897	61,496	210,393	159,139
<i>Water Utility Services</i>							
Contracts-Bulk Potable Water	682,830	638,286	651,396	614,763	204,921	819,684	760,000
Contracts-Bulk Wastewater	1,712,674	2,176,988	1,672,422	1,699,244	566,415	2,265,659	2,100,000
Contracts-Misc Labor	6,771	-	5,000	-	5,000	5,000	5,000
Contracts-Irrigation (Re-Use)	1,276,430	1,303,470	1,393,188	1,068,089	356,030	1,424,119	1,400,000
Depreciation Expense	824,385	831,135	-	-	-	-	-
Total Water Utility Services	4,503,090	4,949,879	3,722,006	3,382,096	1,132,365	4,514,461	4,265,000
<i>Field</i>							
ProfServ-Field Management	324,714	362,636	395,906	296,930	98,977	395,907	408,000
Contracts-Utility Service	629,941	735,762	1,145,472	859,104	286,368	1,145,472	1,202,746
Electricity - General	99,176	108,554	95,000	88,500	29,500	118,000	110,000
Internet - Lift stations	33,840	33,840	33,840	25,149	8,460	33,609	34,000
Rental - Container	1,778	2,037	1,800	1,385	608	1,993	2,400
R&M-Lift Station	68,035	-	-	-	-	-	-
R&M-Pump Station	2,153	-	-	-	-	-	-
R&M-Meter Change-Out	85,075	61,676	225,000	1,716	56,250	57,966	225,000
R&M-Utility Maintenance	818,816	1,083,426	500,000	720,328	240,109	960,437	1,000,000
R&M-Maintenance Building	7,224	7,224	7,500	5,418	1,806	7,224	8,000
Misc-Contingency	24,299	2,018	2,500	693	1,807	2,500	2,500
Total Field	2,095,051	2,397,173	2,407,018	1,999,223	723,885	2,723,108	2,992,646

ENTERPRISE

Community Development District

Water And Sewer Fund

Summary of Revenues, Expenses and Changes in Net Assets
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	JUL -	PROJECTED	BUDGET
			FY 2023	JUN-2023	SEP-2023	FY 2023	FY 2024
Debt Service							
Amortization Expense	30,254	30,254	-	-	-	-	-
Principal Debt Retirement	-	-	935,000	935,000	-	935,000	960,000
Interest Expense	100,787	73,614	57,506	33,545	23,961	57,506	29,132
Total Debt Service	131,041	103,868	992,506	968,545	23,961	992,506	989,132
TOTAL OPERATING EXPENSES	6,849,923	7,627,052	7,279,879	6,498,761	1,941,707	8,440,468	8,405,917
Operating income (loss)	552,327	2,082,762	375,020	252,243	308,627	560,870	(448,035)
OTHER FINANCING SOURCES (USES)							
Interest Income	521	374	-	-	-	-	-
Contribution to (Use of) Fund Balance	-	-	375,020	-	-	-	(448,035)
TOTAL OTHER SOURCES (USES)	521	374	375,020	-	-	-	(448,035)
Change in net assets	552,848	2,083,136	375,020	252,243	308,627	560,870	(448,035)
TOTAL NET ASSETS, BEGINNING	29,530,829	30,083,677	32,166,816	32,166,816	-	32,166,816	32,727,686
TOTAL NET ASSETS, ENDING	\$ 30,083,677	\$ 32,166,816	\$ 32,541,836	\$ 32,419,059	\$ 308,627	\$ 32,727,686	\$ 32,279,651

ENTERPRISE

Community Development District

Series 2012 - Revenue Refunding Bond

Amortization Schedule

Due Date	Principal	Coupon	Semi-Annual Interest	Period Total	Fiscal Totals
11/1/2023		3.03%	\$14,566.08	\$14,566.08	
5/1/2024	\$960,000.00	3.03%	\$14,566.08	\$974,566.08	\$989,132.15
11/1/2024		3.03%	\$0.00	\$0.00	
Total	\$960,000.00		\$29,132.15	\$989,132.15	\$989,132.15

ENTERPRISE

Community Development District

Water/Sewer Fund

Budget Narrative
Fiscal Year 2024

REVENUES

Interest - Investments

The District earns interest income on their operating and investment accounts.

Water Revenue

Utility billings for the water base facility charges (fixed charges) and the water usage charges (varies depending on consumption), which takes into consideration; consumption growth and rate increases plus any variance from the current actual.

Sewer Revenue

Utility billings for the wastewater, or sewer, base facility charges (fixed charges) and the wastewater usage charges (varies depending on consumption), which takes into consideration; consumption growth and rate increases plus any variance from the current actual.

Irrigation Fees

Utility billings for the reuse base facility charges (fixed charges) and the reuse usage charges (varies depending on consumption, which takes into consideration; consumption growth and rate increases plus any variance from the current actual.

Other Miscellaneous Revenues

The District may receive monies from additional resources that are not included in any other category.

Connection Fees W/S

In accordance with the adopted rate schedule, any new project coming online is charged fees for their connection to the utility system.

EXPENDITURES

Administrative

P/R - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the fiscal year based upon twelve meetings with board members receiving payment. *This amount is split between the general fund and the water/sewer fund 50/50 %*

FICA Taxes

The IRS considers Supervisors to be employees, so the appropriate withholding and payroll taxes are withheld from each payment. *This amount is split between the general fund and the water/sewer fund 50/50 %*

Professional Services - Engineering Services

The District's engineer, Gai Consultants, will be providing general services to the District related to the utility system, i.e., attendance and preparation for monthly Board meetings, attendance at monthly utility meetings, review of contracts, review of agreements, and other research assigned as directed by the Board of Supervisors and the District Manager. Engineering services related to utility systems will be funded by the Enterprise CDD water/sewer fund. Engineering services for permit reviews and administration will be paid by third-party developers.

Professional Services - Financial Advisor

The District will utilize the services from Public Resources Management Group to perform periodic rate studies, analyze debt coverage ratios, review the annual budget, and other services as requested by the Board.

ENTERPRISE

Community Development District

*Water/Sewer Fund***Budget Narrative**
Fiscal Year 2024**EXPENDITURES****Administrative** (continued)**Professional Services - Legal Services**

The District's Attorney will be providing general legal services to the District related to the utility system, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and Resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager. The water/sewer fund and the general fund share these costs.

Professional Services - Management Consulting Services

The District has contracted with Inframark - Infrastructure Management Services to provide management, accounting, and recording secretary services. These services include, but are not limited to, advertising, recording and transcribing of Board meetings; administrative services; budget preparation, accounting support, financial reporting, and assisting with annual audits; and District management services.

Professional Services - Trustee Fees

The District will pay annual trustee fees for the Series 2012 Water/Sewer Bond.

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter. This amount will be shared 50/50 with the general fund.

Communication - Telephone

The District uses Smart City for internet access and AT&T for the utility service.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Florida Municipal Insurance Trust. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in the Osceola News Gazette.

Miscellaneous Services

This budget line item represents bank accounts fees.

Miscellaneous-Web Hosting

This is to comply with state Statutes for posting information on internet and hosting by Campus Suite, monthly maintenance and quarterly monitoring, and additional expenses. These amounts will be shared 50/50 with the General Fund.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

ENTERPRISE

Community Development District

*Water/Sewer Fund***Budget Narrative**

Fiscal Year 2024

EXPENDITURES**Water Utility Services****Contracts - Bulk Potable Water**

The District receives a monthly invoice from Toho Water Authority for purchased potable water based on the meter readings at the lift station.

Contracts - Bulk Wastewater

The District receives a monthly invoice from Toho Water Authority for wastewater, or sewer, based on the meter readings at the lift station.

Contracts - Miscellaneous Labor

This budget line is for out of scope Toho Water Authority charges.

Contracts - Irrigation (Re-Use)

The District receives a monthly invoice from Toho Water Authority for purchased reuse water, based on the meter readings at the lift station.

Field**Professional Services - Field Management**

Includes payroll and overhead costs associated with the services being provided under a management consulting contract with Inframark - Infrastructure Management Services. This includes employees utilized in the field and office management of all District assets.

Contracts - Utility Service

Costs associated with the utility maintenance contract with Inframark Operations Division for administration, customer service, booster pump station, potable water system, wastewater system, reuse system services.

Electricity - General

Electricity accounts with Duke Energy for all lift-stations and other utility-related accounts.

Internet – Lift stations

Smart City internet access for all Lift stations.

Rental - Containers

Container Rental (Mobile Mini): Storage for all necessary equipment and supplies.

R&M - Meter Change Out

Costs associated with the utility maintenance contract with Inframark Operations Division for purchasing and replacing water meters, boxes and backflows.

R&M - Utility Maintenance

Costs associated with the utility maintenance contract with Inframark Operations Division for repairs to the utility system components, and other maintenance expenses incurred during the fiscal year.

O&M - Maintenance Building

This represents building operating costs: such as electricity, water, sewer and reuse, janitorial, landscaping, pest control and window cleaning.

Misc. - Contingency

This represents any additional field expenditures that are not provided elsewhere in the budget.

ENTERPRISE

Community Development District

Water/Sewer Fund

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Field (continued)

Debt Service

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt.

Interest Expense

The District pays regular interest expense on the debt twice during the year.

Subsection 6C

Resolution 2023-11

RESOLUTION 2023-11

THE ANNUAL APPROPRIATION RESOLUTION OF THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Enterprise Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two (2) days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1 of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Enterprise Community Development District for the Fiscal Year Ending September 30, 2024.”

- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
WATER AND SEWER FUND	\$ _____
DEBT SERVICE FUND (SERIES 2012)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF AUGUST 2023.

ATTEST:

**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Subsection 6D

Resolution 2023-12

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024, PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL, PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL, PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Enterprise Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Enterprise Community Development District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and

incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 16th day of August 2023.

Signatures follow on the next page.

ATTEST:

**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Section 7

Staff Reports

Subsection 7A

District Manager

Subsection 7A(i)

GOGov Agreement

AGREEMENT FOR PAYMENT OF SHARED GOGOV SERVICES (CCDD-ECDD)

THIS AGREEMENT FOR PAYMENT OF SHARED GOGOV SERVICES (CCDD-ECDD) (“Agreement”), effective as of the ___ day of June, 2023 (the “Effective Date”), between:

CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “**CCDD**”); and

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is 313 Campus Street, Celebration, Florida 34747 (the “**ECDD**”).

CCDD and ECDD are hereinafter sometimes referred to collectively as the “Parties.”

RECITALS

WHEREAS, the CCDD is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”); and

WHEREAS, the CCDD has entered into that Citizen Request Management (CRM), Citizen Notifications & Alerts, ArcGIS Integration Order Form, dated April 20, 2023, with GOGov, Inc., a New York corporation (“GOGov”) and the Addendum to the GOGov Order Form dated May 15, 2023 (the “GOGov Contract”); and

WHEREAS, the Parties agree that the CCDD shall enter into the GOGov Contract to provide shared communication services including Citizen Request Management (CRM), Citizen Notifications & Alerts and ArcGIS Integration to the County’s ESRI GIS System for all the Parties, as further described in Exhibit “A” (the “Shared Services”); and

WHEREAS, the ECDD agrees to pay a proportionate share of the cost of the Shared Services to the CCDD; and

WHEREAS, the ECDD consents to the CCDD entering into separate agreements with other entities to pay their proportional share of the Shared Services; and

WHEREAS, the CCDD and ECDD wish to reflect their desire to share costs for the Shared Services through the execution of this Agreement.

NOW THEREFORE, in consideration of the benefits that will accrue to each party arising out of the execution of this Agreement, the sufficiency whereof is hereby acknowledged, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **TERM.** The term of this Agreement shall commence on the Effective Date, and shall continue through July 31, 2024, with two automatic one (1) year renewals, unless otherwise terminated hereunder. This Agreement may only be terminated as provided herein or otherwise agreed upon in writing by the Parties.
3. **SHARED SERVICES.** The CCDD shall enter into the GOGov Contract for communication services including Citizen Request Management (CRM), Citizen Notifications & Alerts and ArcGIS Integration to the County's ESRI GIS System for the term of this Agreement. Notwithstanding the foregoing, consideration of each Party's budget may be used by such Party in determining the approval of changes or annual renewal to the Shared Services. The Parties may be subject to an increase in the annual fees by seven (7) percent on the anniversary date of each annual term. The CCDD shall advise ECDD of any increase to the GOGov Contract price within seven (7) days of the CCDD's receipt of such information. The Parties agree that the CCDD shall be responsible for all contractual communications with GOGov.
4. **PAYMENT.** The Parties agree to be responsible for [] of the total cost of the Shared Services. The CCDD shall invoice ECDD on an annual basis for their share of the Shared Services. ECDD agrees to pay the CCDD the annual amount due, payable within ten (10) days following receipt of the invoice from the CCDD. All costs incurred under this Agreement shall be equally apportioned [] among the Parties. For the first year of this Agreement through July 31, 2024, the annual cost per party shall be \$4,215.00.
5. **EVENT OF DEFAULT.** The Parties acknowledge and agree that the failure to pay a party's cost of the Shared Services shall constitute a default of this Agreement. Any amount due to the CCDD by ECDD not paid within such ten (10) day period shall bear interest at the Default Interest Rate, calculated at twelve (12) percent. The failure to pay by ECDD shall allow the CCDD to terminate this Agreement with ten (10) days written notice. ECDD shall be responsible for payment for the Shared Services through the date of termination.
6. **TERMINATION.** Anything in this Agreement to the contrary notwithstanding, CCDD shall, in its sole discretion and without cause, have the right to terminate this Agreement upon thirty (30) days prior written notice to ECDD. ECDD may terminate this Agreement upon thirty (30) days prior written notice to CCDD, prior to June 1 of each year. Payment shall be required by ECDD for the Shared Services through the date of termination.
7. **ENFORCEMENT OF AGREEMENT.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
8. **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 each of the Parties.

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

If to CCDD: Celebration Community Development District
 313 Campus Street
 Celebration, Florida 34747
 Attention: Angel Montagna, District Manager
 Telephone: (407) 566-1935

Copy to: Latham, Luna, Eden & Beaudine, LLP
 201 S. Orange Avenue, Suite 1400
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, District Counsel
 Telephone: (407) 481-5800

If to ECDD: Enterprise Community Development District
 313 Campus Street
 Celebration, Florida 34747
 Attention: Angel Montagna, District Manager
 Telephone: (407) 566-1935

Copy to: Kutak Rock LLP
 107 W. College Avenue
 Tallahassee, Florida 32301
 Attention: Sarah R. Sandy, District Counsel
 Telephone: (850) 692-7300

Except as otherwise provided in this Agreement, any Notice shall be deemed received upon actual delivery at the address set forth above, which may be evidenced by confirmation of delivery via overnight delivery service, United States postal service certified mail or by courier service. 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 each party may deliver Notice on behalf of the respective 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 at least five (5) days written notice to the parties and addressees set forth herein.

10. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully by and between the Parties as an arm’s length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are all deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party as the drafter of that language.

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

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

13. **EFFECTIVE DATE.** This Agreement shall be effective after execution by all of the Parties hereto.

14. **PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to the CCDD may be public records and treated as such in accordance with Florida law.

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

16. **MUTUAL INDEMNIFICATION.** The Parties agree to indemnify, defend and hold harmless each other for and from any loss or liability arising out of a party's breach of this Agreement.

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

18. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CCDD:

**CELEBRATION COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: _____
Greg Filak
Chairman, Board of Supervisors

ECDD:

**ENTERPRISE COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: _____

Chairman, Board of Supervisors

EXHIBIT “A”

DESCRIPTION OF SHARED SERVICES

The Shared Services shall include the following:

1. Citizen Request Management (CRM) – unlimited subscription
2. Citizen Notifications & Alerts (Notify) – unlimited subscription
3. ArcGIS Integration to the County’s ESRI GIS System

Subsection 7A(ii)

Meeting Schedule

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF MEETING SCHEDULE

The Board of Supervisors of the Enterprise Community Development District will hold their meetings for Fiscal Year 2024 at the District Office, located at 313 Campus Street, Celebration, Florida 34747 at 4:00 p.m., generally on the first Wednesday of every month, unless noted otherwise:

October 4, 2023	April 3, 2024
November 1, 2023	May 1, 2024
December 6, 2023	June 5, 2024
January 3, 2024	July 3, 2024
February 7, 2024	August 7, 2024
March 6, 2024	September 4, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for community development districts and may be continued to a date, time, and location to be specified on the record at the meetings.

There may be occasions when Supervisors or staff will participate via telephone or other communications media technology. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 566-1935 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8771 (TTY)/ (800) 955-8770 (Voice) for aid in contacting the District Office.

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

Angel Montagna, District Manager

Publication date: Thursday, October 5, 2023

Subsection 7B

Field Operations

Subsection 7B(i)

Field Report

Enterprise Community Development District Field Management Report

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT
FIELD MANAGEMENT REPORT
June 2023

COMPLETED ITEMS:

- Met with contractors monthly
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Performed irrigation maintenance/repairs
- Followed up on daily resident and vendor activities
- Returned phone calls
- Solved resident inquiries made by phone and e-mail
- Picked up trash along 192, 417, and green areas
- Cleared weeds from lift stations and applied Round-up spray
- Blew sidewalks and drains clear of debris
- Cleaned signs
- Trimmed and removed branch debris from along the Enterprise areas of Celebration Ave, Celebration Pl, 192, and 417

ATTACHMENTS

- ❖ Inframark Utility Report
- ❖ Yellowstone Report
- ❖ Sitex Aquatic
- ❖ Clarke Mosquito Report

PROJECT 6/9/23, 8:33 AM

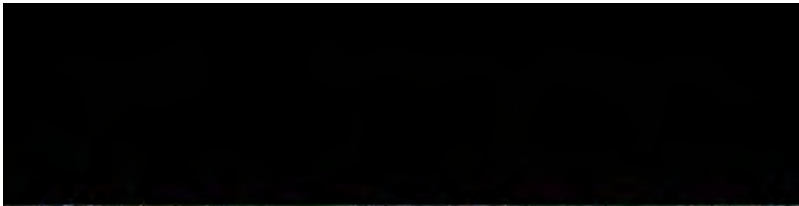
Friday, June 9, 2023

Prepared For Enterprise Board

32 Items Identified

Russ Simmons -Field Manager Celebration
Inframark





Item 1

Assigned To Benchmark

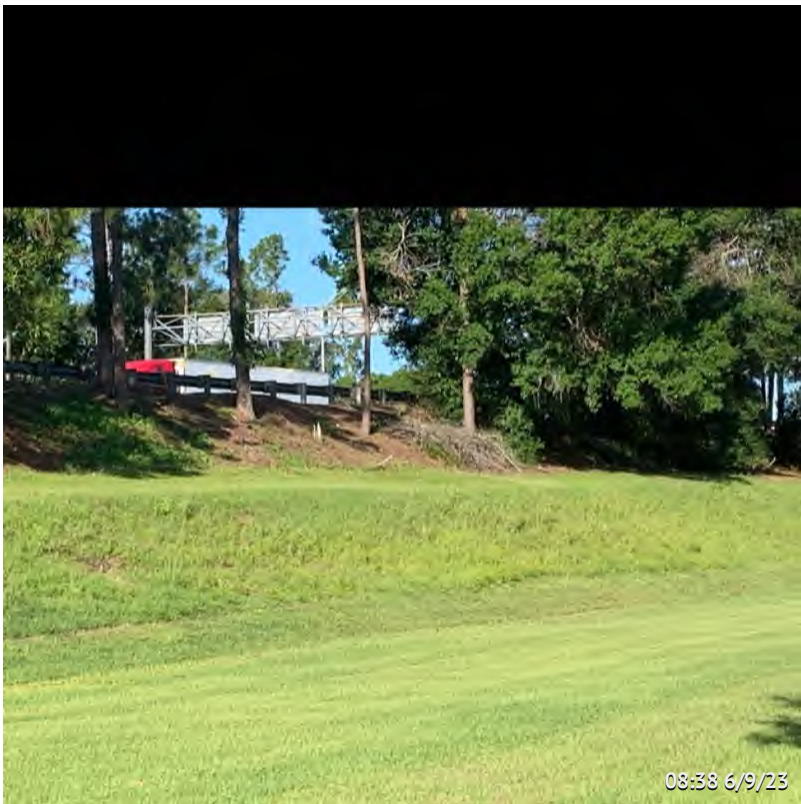
Time to spray weeds 417 by day care



Item 2

Assigned To Benchmark

417 slope not mowed by day care



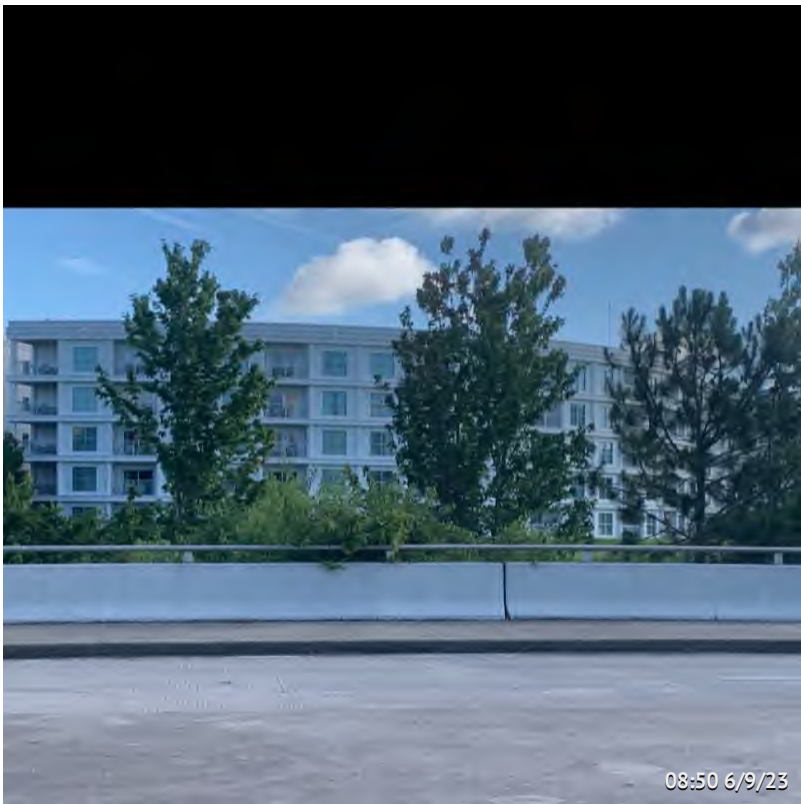
Item 3

Assigned To Benchmark
Slope not mowed by hospital



Item 4

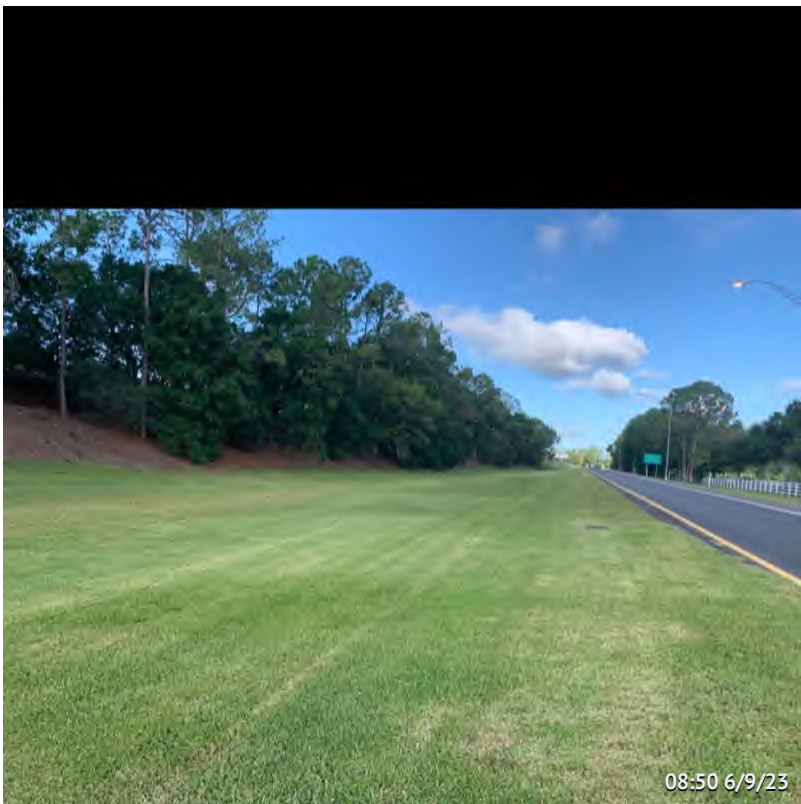
Assigned To Benchmark
Weeds 417 by hospital



Item 5

Assigned To Benchmark

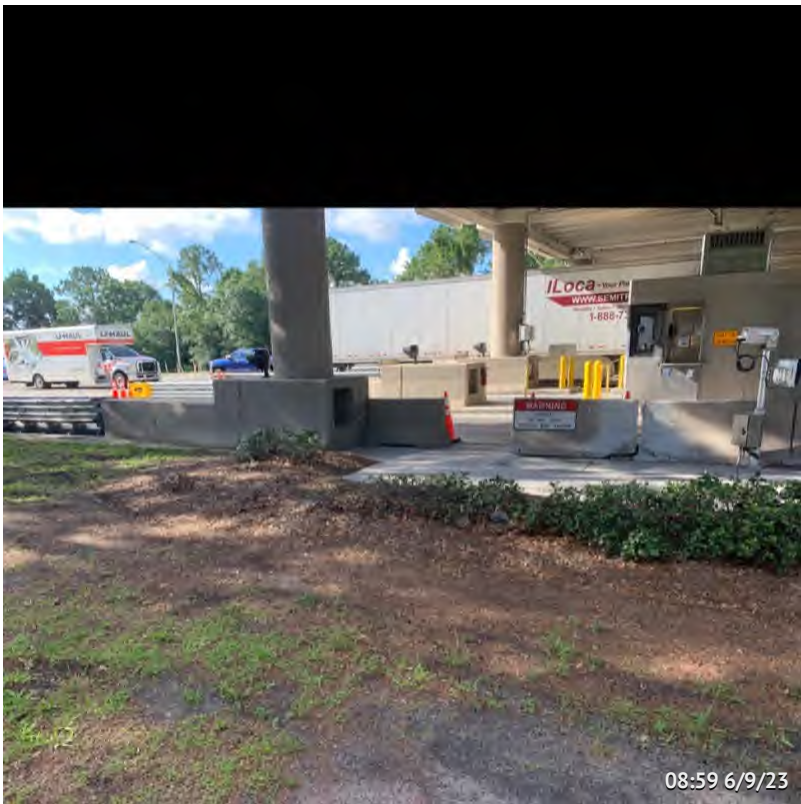
Remove plant material off bridge



Item 6

Assigned To Benchmark

Weeds on 417 everything else in this area looks good



Item 7

Assigned To Benchmark

Quote for maybe 8 hawthorns



Item 8

Assigned To Benchmark

Quote for 20 hawthorns toll plaza



Item 9

Assigned To Benchmark
What would be good in this area
main toll plaza



Item 10

Assigned To Benchmark
Area not mowed



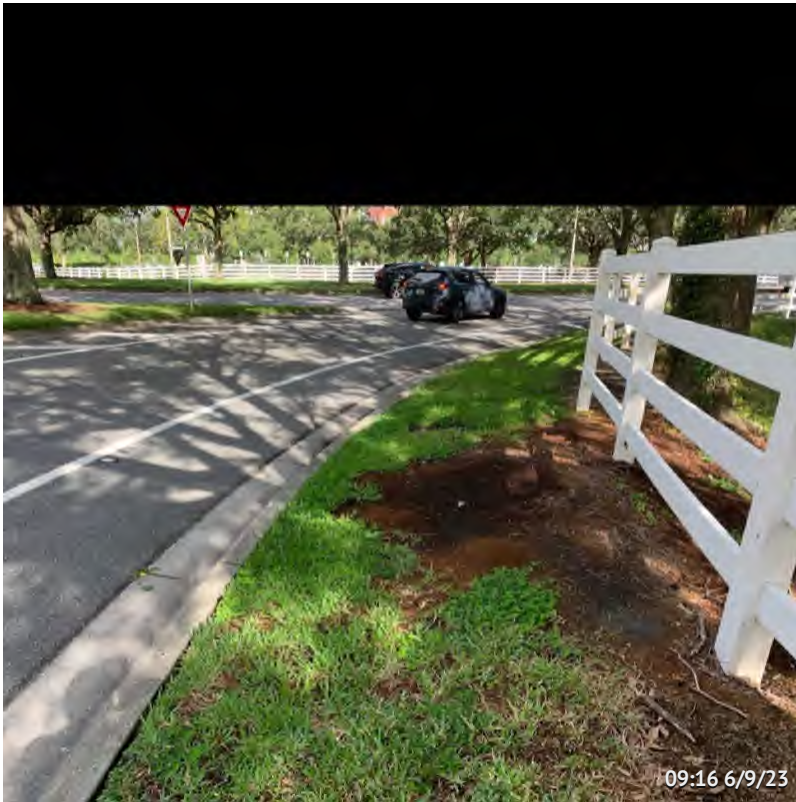
Item 11

Assigned To Benchmark
Weeds tree beds



Item 12

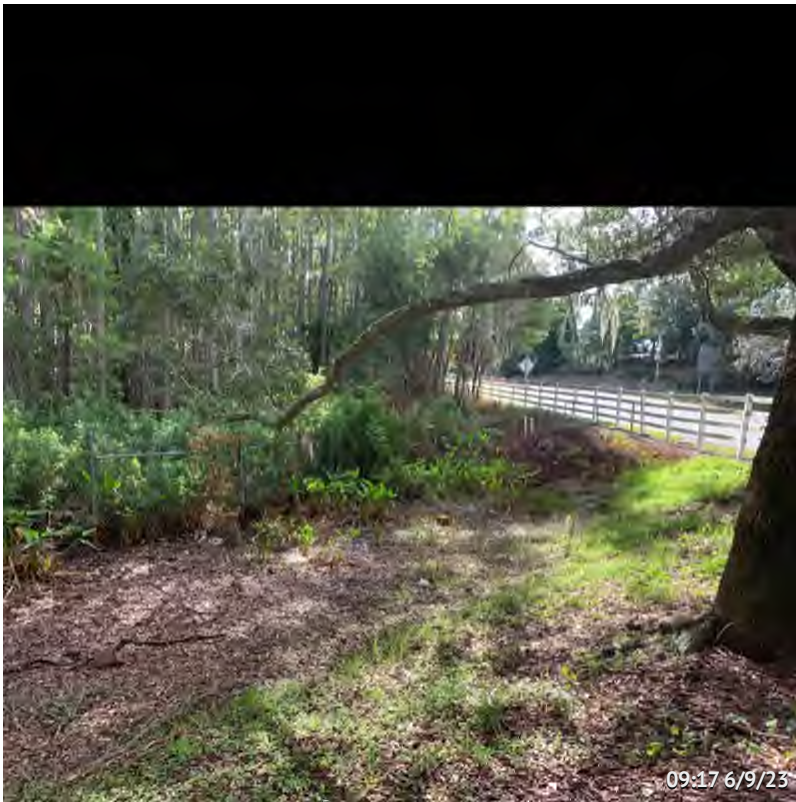
Assigned To Benchmark
Cel Ave 417 off ramp behind fence
not mowed



Item 13

Assigned To Benchmark

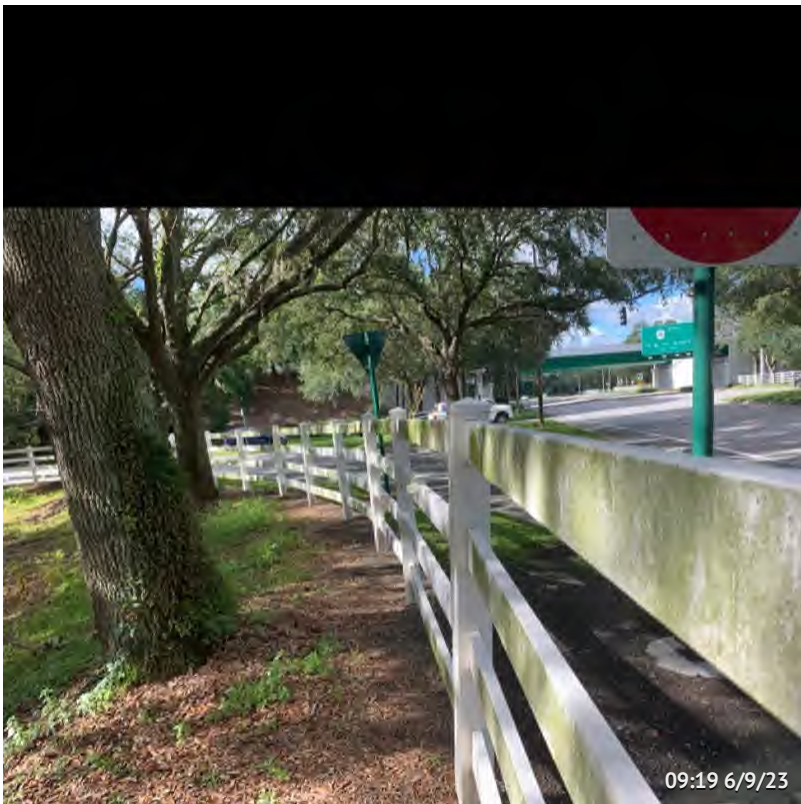
Need sod where tree was removed



Item 14

Assigned To CDD

Cleared back to chain link fence per DOT



Item 15

Assigned To CDD

Back off fence needs cleaned



Item 16

Assigned To Sitex

Pep boys pond



Item 17

Assigned To Benchmark

Jacob get with me on this 2 areas 1 at East end and 1 at West end



Item 18

Assigned To Sitex

192 @ Celebration place



Item 19

Assigned To Benchmark

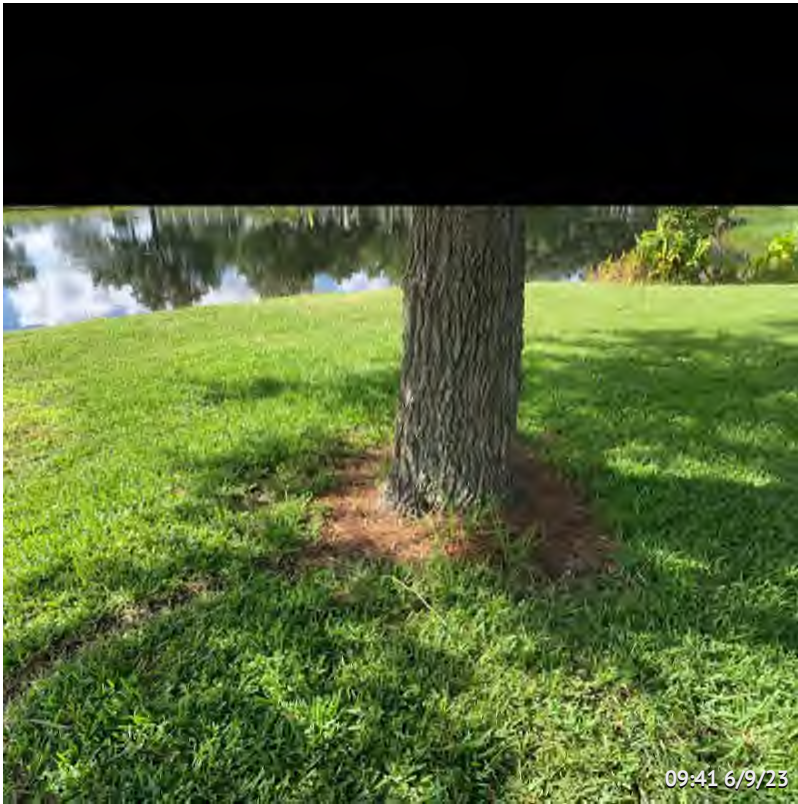
Weeds at switch gear behind fence
end of boardwalk



Item 20

Assigned To Benchmark

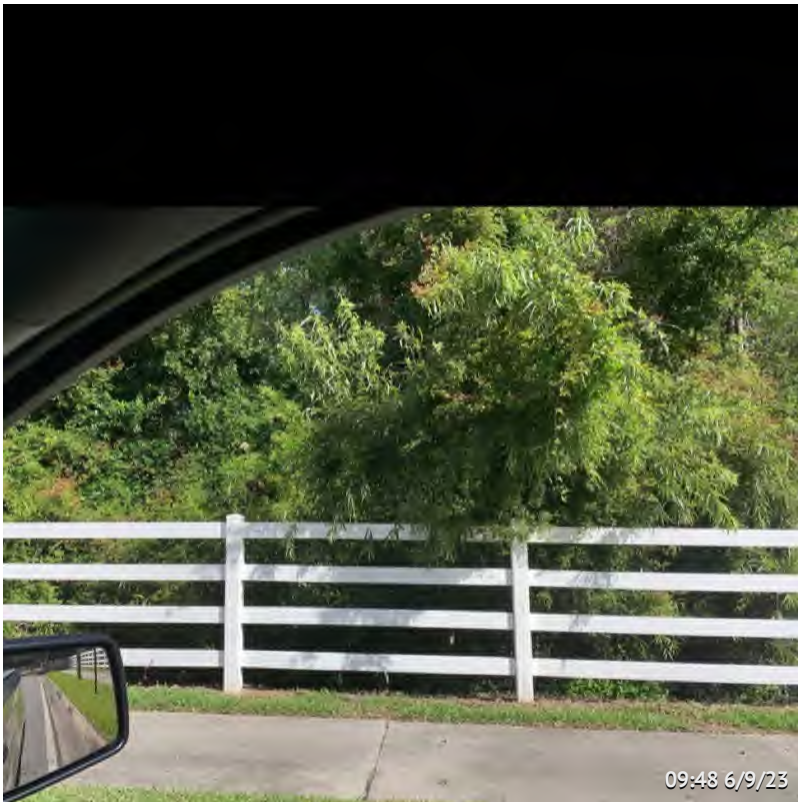
Pond edge not trimmed



Item 21

Assigned To Benchmark

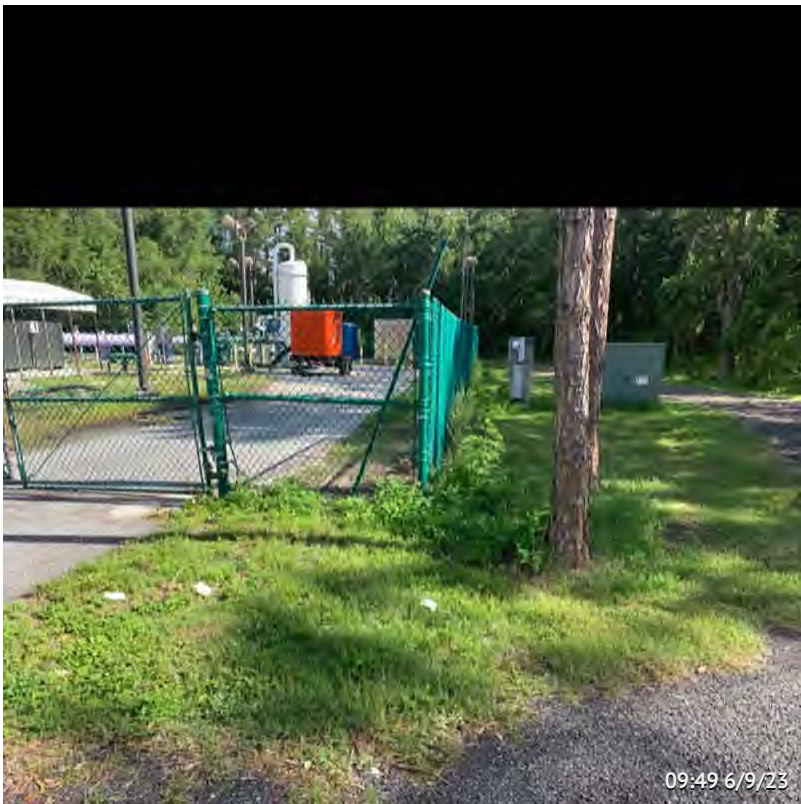
Tree rings throughout need attention



Item 22

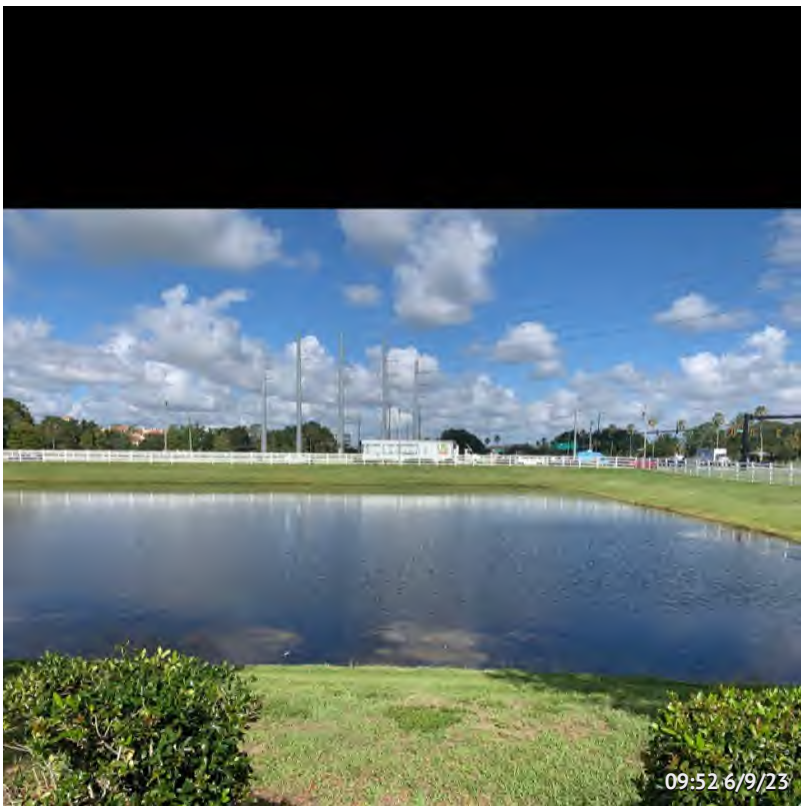
Assigned To Benchmark

Remove vegetation from fence cel
ave cel place



Item 23

Assigned To Benchmark
Pump site needs work



Item 24

Assigned To Sitex
Walgreens pond



Item 25

Assigned To Sitex
5 story pond



Item 26

Cable company



Item 27
More damage



Item 28
Assigned To AT&T



Item 29
Cable company



Item 30
Assigned To Sitex
Pond East of C2 canal



Item 31

Assigned To Benchmark
Sod looking good



Item 32

Assigned To AT&T
Spectrum board under C2 canal and
hit AT&T line

**Enterprise Community
Development District
Clarke Mosquito
Control Report**



ECDD Services By Customer/Route Summary

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used	Unit of Measure
Celebration CDD - 010053	2	05/04/2023	05/04/2023	10.70	mi	1.54	gal
Celebration CDD - 010053	2	05/09/2023	05/09/2023	10.80	mi	1.39	gal
Celebration CDD - 010053	2	05/12/2023	05/12/2023	10.50	mi	1.49	gal
Celebration CDD - 010053	2	05/18/2023	05/18/2023	10.90	mi	1.56	gal
Celebration CDD - 010053	2	05/26/2023	05/26/2023	10.70	mi	1.46	gal
Total For The Month of May:				53.60			

Enterprise Community Development District Field Management Report

ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT **FIELD MANAGEMENT REPORT**

July 2023

COMPLETED ITEMS:

- Met with contractors monthly
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Performed irrigation maintenance/repairs
- Followed up on daily resident and vendor activities
- Returned phone calls
- Solved resident inquiries made by phone and e-mail
- Picked up trash along 192, 417, and green areas
- Cleared weeds from lift stations and applied Round-up spray
- Blew sidewalks and drains clear of debris
- Cleaned signs
- Trimmed and removed branch debris from along the Enterprise areas of Celebration Ave, Celebration Pl, 192, and 417

ATTACHMENTS

- ❖ Inframark Utility Report
- ❖ Yellowstone Report
- ❖ Sitex Aquatic
- ❖ Clarke Mosquito Report

PROJECT 8/8/23, 8:41 AM

Tuesday, August 8, 2023

Prepared For Enterprise Board

20 Items Identified

Russ Simmons -Field Manager Celebration
Inframark





Item 1

Assigned To Benchmark
Observation



Item 2

Assigned To Benchmark
Not being edged



Item 3

Assigned To Benchmark
Need plants added



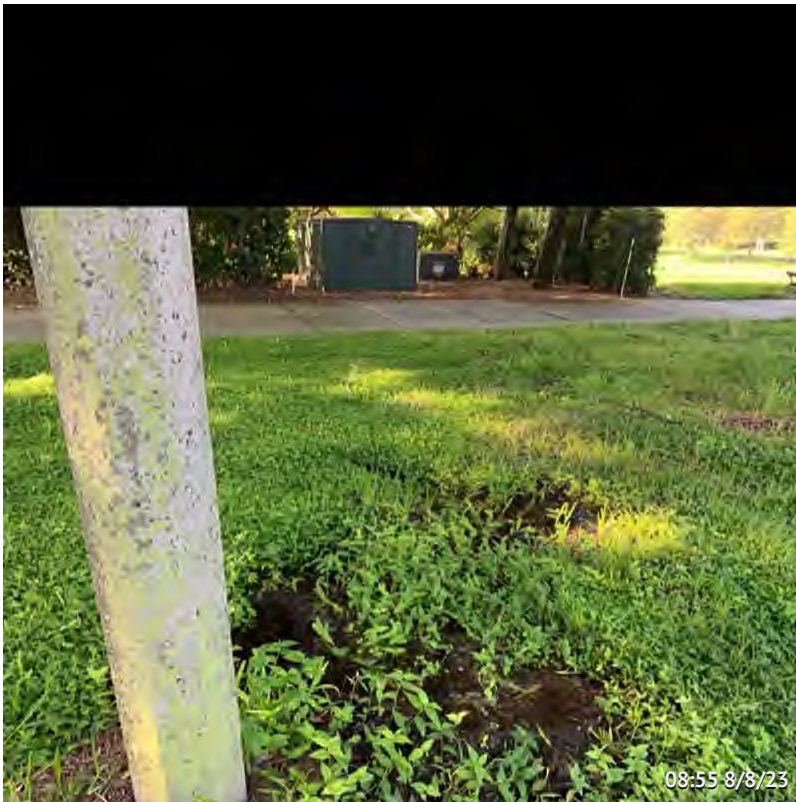
Item 4

Assigned To Benchmark
417 needs spraying



Item 5

Assigned To Benchmark
417 got 80% kill on weeds need a little more spraying



Item 6

Assigned To Benchmark
Looks like irrigation main leak



Item 7

Assigned To Sitex
Observation



Item 8

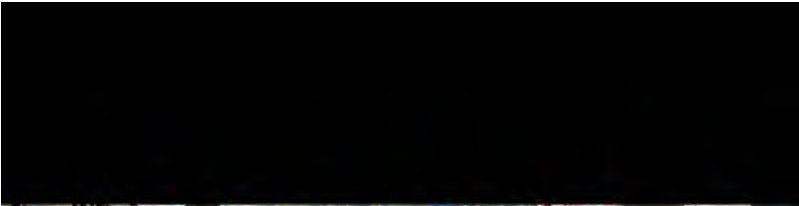
Assigned To ?
Still haven't got a response from
cable company to fix sidewalk and
bury cable



09:05 8/8/23

Item 9

Assigned To Benchmark
Observation



09:09 8/8/23

Item 10

Assigned To Benchmark
New Bahia doing okay



Item 11

Assigned To Benchmark

Valve by loading dock not closing all the way



Item 12

Assigned To Benchmark

Need a little more cleanup



Item 13

Assigned To Benchmark
Irrigation problems dead plants



Item 14

Assigned To Sitex
Pepboys pond algae



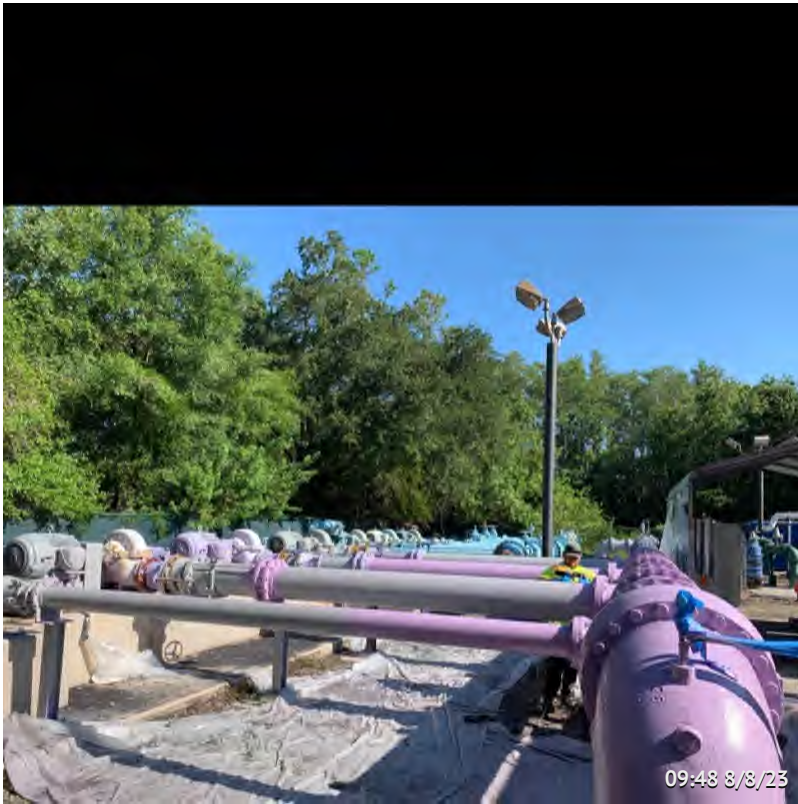
Item 15

Assigned To Benchmark
Ditch looks like it is being
maintained on a regular basis now
which is great



Item 16

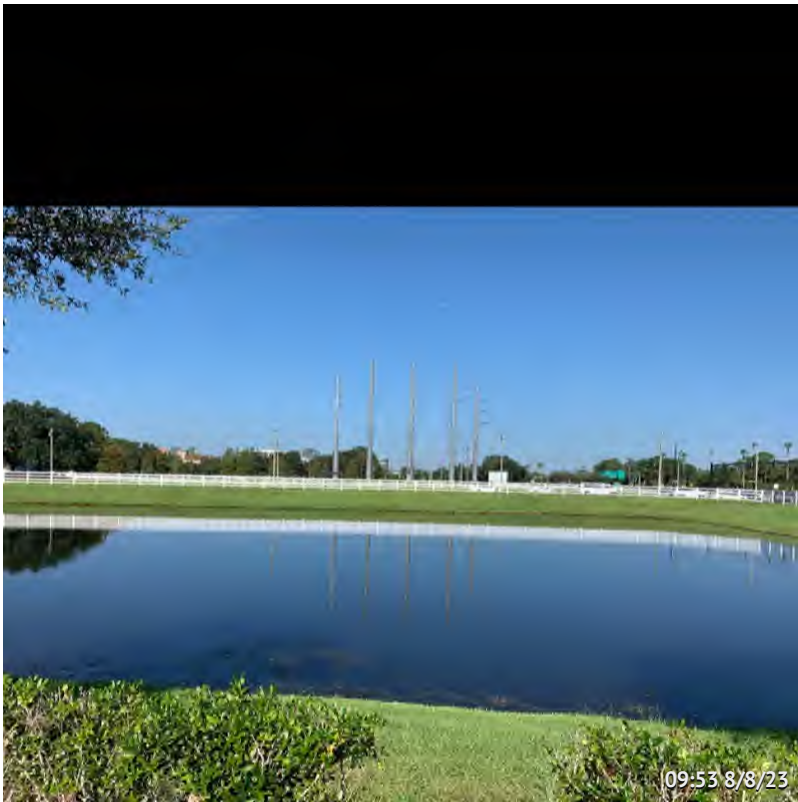
Assigned To Steelhead Construction
Have 3 caps being made



Item 17

Assigned To Engineered Coatings Solutions

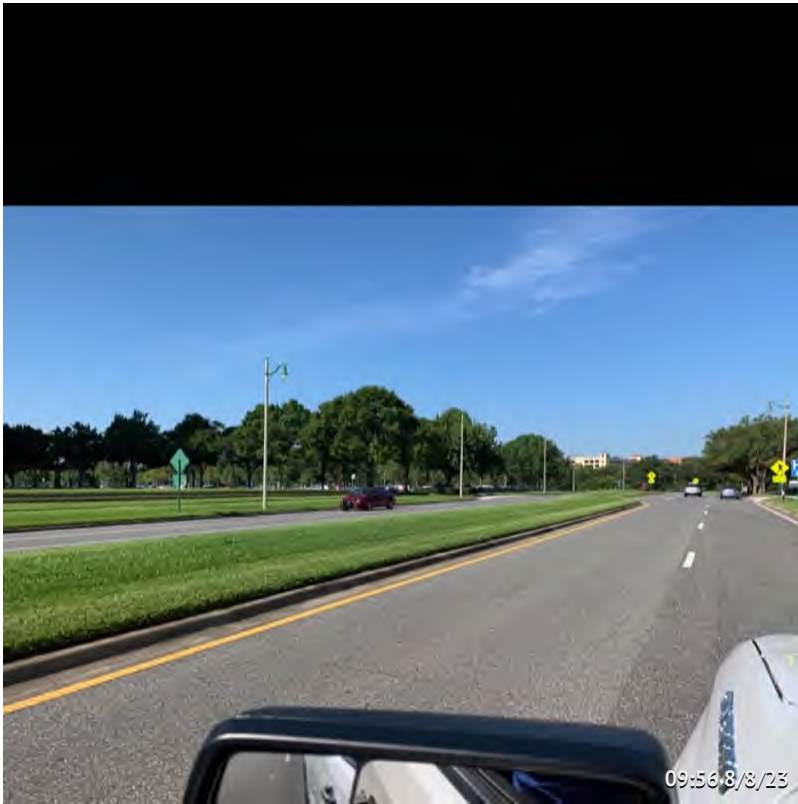
Repainting pump site



Item 18

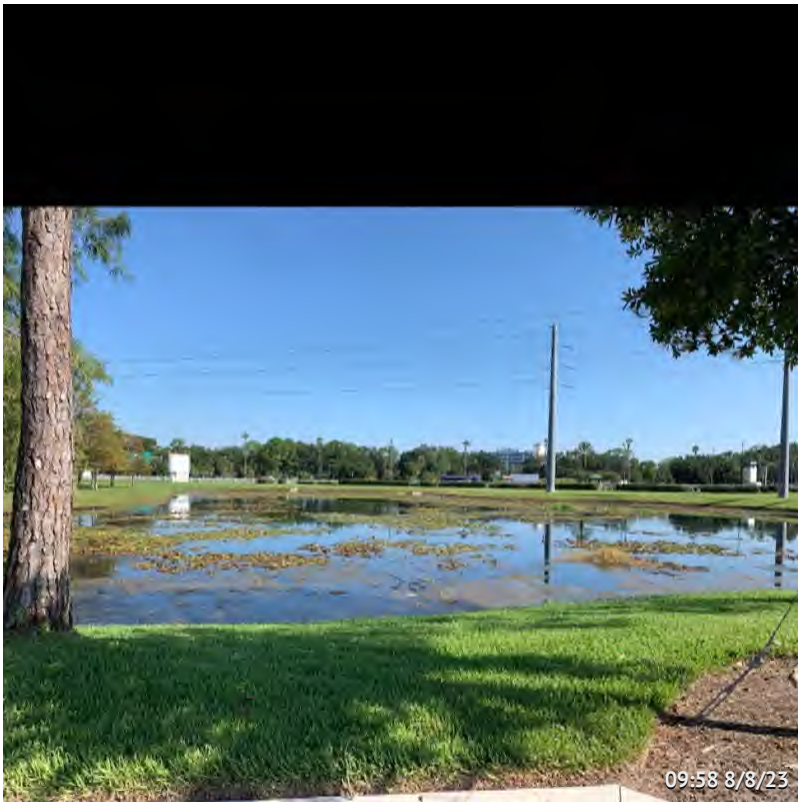
Assigned To Sitex/ Benchmark Walgreens Pond

Observation



Item 19

Assigned To Benchmark
Grass looks good



Item 20

Assigned To Sitex
5 story pond

**Enterprise Community
Development District
Clarke Mosquito
Control Report**



ECDD Services By Customer/Route Summary

Customer	Route	Start Date	End Date	Used Quantity	Unit of Measure	Chemical Used	Unit of Measure
Celebration CDD - 010053	2	07/07/2023	07/07/2023	10.40	mi	1.43	gal
Celebration CDD - 010053	2	07/20/2023	07/20/2023	10.80	mi	1.58	gal
Celebration CDD - 010053	2	07/27/2023	07/27/2023	10.80	mi	1.54	gal
Total For The Month of July:				32.00			

Subsection 7C

Utility Operations

Subsection 7C(i)

Utility Report



Enterprise Community Development District

May 2023, Management, Operations & Maintenance
Report



Angel Montagna
District Manager
Enterprise Community Development District
313 Campus Street
Celebration, FL 34747

Dear Ms. Montagna:

Inframark is pleased to provide you with the Monthly Operations Report for May 2023. This report contains information that will provide you with a comprehensive view of our daily operational efforts.

To ensure we are providing information that is valuable to you, please let me know if I should add or retract any pertinent information. We appreciate the opportunity to serve the customers of Enterprise CDD. Please do not hesitate to contact me with any concerns or questions you may have.

Highest Regards,

Edward Smith | Project Manager



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | www.inframark.com

Summary

I am proud to report that we have had zero compliance issues to report to FDEP.

Items Requiring Approval

Request	Impact	Est. Cost
Items for review have been submitted separately.	N/A	N/A

Noteworthy Events

- There have been several leaks for the month of May where sidewalks have had to be taken up.
- Vendor that is going to paint main station will be starting at the end of July.
- We have been doing a lot of repairs on service lines where there are leaks damaged by roots that are mostly under the sidewalks but not all.
- Meter change out program has been concentrated mostly on the commercial route and is almost complete.
 - Lift station cleaning program was completed for May and next event scheduled for June 2023.
- During the month of May we concentrated on:
 - Meter changeout program.
 - Changing out residential meters that have failed.
 - Exercising valves. Inspecting manholes.
 - Utility workers are still installing meters at Celebration Island Village.

Operations, Maintenance and Repair

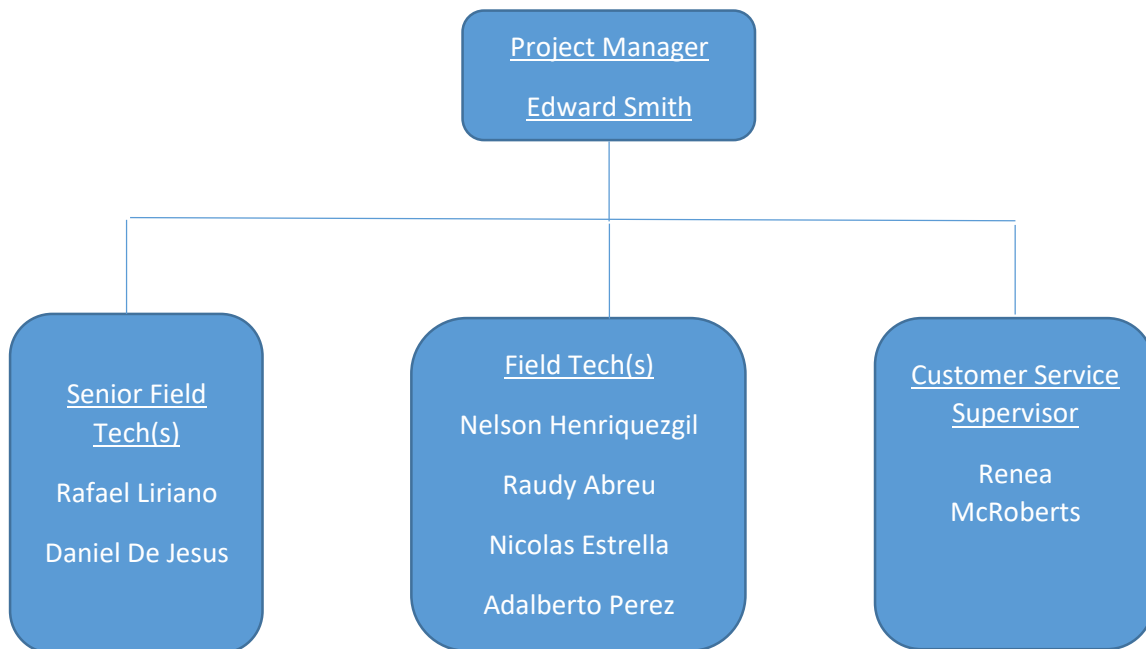
- Compliance
 - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
 - The Monthly Operational Report (MOR) has been submitted to FDEP.
 - The Q4 Disinfectant Residual report has been submitted to FDEP.
 - The “Risk & Resilience Vulnerability Assessment” (required by EPA) has been completed in partnership with FRWA.
 - The BAC-T testing that is performed twice per month by Benchmark Labs showed to be in compliance, and all results were sent to FDEP.

Performance Metrics	Current Month May 2023	Prior Month April 2023	2023 Year to Date
Wastewater (MG)	38.31	37.64	180.48
Reclaimed water purchased (MG)	86.50	85.66	368.79
Potable water purchased (MG)	47.10	44.52	218.19
Potable consumption billed (MG)	37.167	41.019	184.947
Unaccounted for water			
Meters Read	5405	5405	27004
Meter re-reads	69	124	351
Bills produced, mailed	2971	2978	14713
Revenue collected	\$737,642.49	\$671,098.94	\$3,382,004.49
Adjustments	\$-17,754.18	\$27,977.28	\$88,872.39
Number of line breaks		2	2
Hydrants flushed	Services Performed by Fire Department		
Odor complaints	0	0	0
Manholes inspected	28	63	276
Valves exercised	30	58	193
Customer service phone calls	212	280	1342
Brand new service connections	4	7	23
Service/Work orders closed	62	55	318
Sunshine locates performed	87	83	690
(Started in July) Meters replaced	96	75	818

Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
- The monthly safety training on eLearning was completed by all staff.
- Daily safety “tailgate” discussions are held with the entire crew.

On-Site Utilities Personnel



Looking Ahead

- In the months to come air release valve will be modified and worked on.
- Quote for painting of Main Station pipes has been approved and scheduling in process.

Appendix A

Pg. 5: MOR (Submitted to FDEP)

Pg. 6 – 7: BAC- T Test Results

Drinking Water Microbial Sample Collection & Laboratory Reporting Format

(62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytical, Inc. - Benchmark Mid Florida

1153 1st Street South
Winter Haven FL 33880 E84567
Tel: 863-656-2020 / Fax: 863-656-2131
Contact Katie Davis

For Lab Use Only E84567	
Lab Receipt Date & Time:	<u>8:16 06/27/23 1249</u>
Analysis Date & Time:	<u>6-27-23 CS 1313</u>
Sample Acceptance Criteria:	
Sample Preservation:	<u>On Ice</u> Not On Ice <u>1.4</u> °C
Temperature Gun ID #:	<u>446</u>
Disinfectant Check:	<u>Not Detected</u> _____ mg/L
This sample does not meet the following NELAC Requirements:	

Report Number: M23060459 Sub-Contract Lab ID: _____

Analysis Requested: (Check All That Apply)

Total Coliform / E. coli | Total Coliform | E.coli

Public Water System (PWS) Name: Enterprise CDD **PWS I.D.** 3494428

PWS Address: 313 Campus ST **City:** Celebration

PWS or PWS Owner's Phone #: 305-773-1959 **Fax #:** _____

Collector: Ben Esper **Collector's Phone #:** 941-544-8706

Community Water System | Non-Transient Non-community Water System | Transient Non-community Water System

Limited Use System | Bottled Water | Private Well | Swimming Pool | Swimming Pool | Other: _____

Reason For Sampling: (Check All That Apply)

Distribution Routine | Distribution Repeat | Raw (Triggered or Assessment) | Raw (Triggered or Assessment) Additional

Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: _____

Sample Collection Date: 06/27/23

To Be Completed By Collector of Sample						To Be Completed By Lab.					
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² SM9223B					
						Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier ⁴	Lab Sample #
A6	1402 STICKLEY AVE	1115	D	2.11	7.84	A	A				1
A7	772 OAK SHADOWS RD	1126	D	1.75	7.91	A	A				2
A8	893 SPRING PARK LOOP	1137	D	1.84	7.75	A	A				3
A9	SIENNA (SIDE OF PARKING GARAGE)	1144	D	2.01	7.78	A	A				4
A10	1809 CELEBRATION BLVD	1151	D	1.86	7.81	A	A				5

Average of disinfectant residual of distribution routine & repeat samples⁴. Free chlorine or Total chlorine (Circle One)

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Disinfectant Residual Analysis Method: DPD Colorimetric Other: _____

Date & Time PWS notified by lab of positive results: _____

Person performing disinfectant analysis is (See Instructions on reverse):

Date & Time Client/DEP/DOH notified by lab of positive results: _____

A certified operator # _____

Date Report Issued: 6-28-23

Supervised by certified operator # _____

Lab Signature: [Signature]
Title: Lab Director

Employed by a certified lab. _____

Employed by DEP or DOH _____

Authorized representative of supplier of water _____

Name/Mailing Address of ADDITIONAL Person to Receive Report: _____

Satisfactory
 Incomplete Collection Information
 Repeat Sample Required
 Replacement Samples Required

DEP / DOH Use Only

Client Name

Inframark

Enterprise CDD

Eddie Smith 863-222-1981

Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com &

Renee McRoberts renea.mcroberts@inframark.com

Invoice to ap@inframark.com

Date Reviewed by DEP/DOH: _____

DEP/DOH Reviewing Official: _____

¹ Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)
² Indicate analysis methodology and method citation used.

³ Defined in Florida Administrative Code Rule 62-160, Table 1.

⁴ Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

Drinking Water Microbial Sample Collection & Laboratory Reporting Format

(62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytical, Inc. - Benchmark Mid Florida

1153 1st Street South
Winter Haven FL 33880 E84567
Tel: 863-656-2020 / Fax: 863-656-2131
Contact Katie Davis

For Lab Use Only E84567	
Lab Receipt Date & Time:	<u>PHE 06/13/23 16:31</u>
Analysis Date & Time:	<u>6-13-23 BDE 16:41</u>
Sample Acceptance Criteria:	
Sample Preservation:	<u>On Ice</u> Not On Ice <u>11</u> °C
Temperature Gun ID #	<u>46</u>
Disinfectant Check:	<u>Not Detected</u> _____ mg/L
This sample does not meet the following NELAC Requirements:	

Report Number: 112306 0204 Sub-Contract Lab ID: _____

Analysis Requested: (Check All That Apply)
 Total Coliform / E. coli | Total Coliform | E.coli

Public Water System (PWS) Name: Enterprise CDD **PWS I.D.** 3494428
 PWS Address: 313 Campus ST City: Celebration
 PWS or PWS Owner's Phone #: 305-773-1959 Fax #: _____
 Collector: Ben Esper Collector's Phone #: 941-544-8706

Type of Supply: (Check Only One)
 Community Water System | Non-Transient Non-community Water System | Transient Non-community Water System
 Limited Use System | Bottled Water | Private Well | Swimming Pool | Swimming Pool Other: _____

Reason For Sampling: (Check All That Apply)
 Distribution Routine | Distribution Repeat | Raw (Triggered or Assessment) | Raw (Triggered or Assessment) Additional
 Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: _____

Sample Collection Date: 06/13/23

To Be Completed By Collector of Sample						To Be Completed By Lab.					
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pfi	Analysis Method(s) ² SM9223B					
						Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9223B	E. coli SM9223B	Data Qualifier ⁴	Lab Sample #
A1	100 CELEBRATION PLACE	1431	D	2.03	769	A	A				-1
A2	200 BLOCK OF ACADIA TERRACE	1455	D	2.12	777	A	A				-2
A3	100 LONGVIEW AVE	1503	D	1.84	776	A	A				-3
A4	901 CELEBRATION AVE	1515	D	1.68	771	A	A				-4
A5	1251 CELEBRATION AVE	1527	D	1.94	766	A	A				-5

Average of disinfectant residuals of distribution routine & repeat samples⁴. Free chlorine or total chlorine (Circle One): _____

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Disinfectant Residual Analysis Method: DPD Colorimetric Other: _____

Date & Time PWS notified by lab of positive results: _____

Person performing disinfectant analysis is (See Instructions on reverse):

Date & Time Client/DEP/DOH notified by lab of positive results: _____

A certified operator # _____

Date Report Issued: 6-14-23

Supervised by certified operator # _____

Lab Signature: [Signature]
Title: Lab Director

Employed by a certified lab.

Employed by DEP or DOH

Authorized representative of supplier of water

Name/Mailing Address of ADDITIONAL Person to Receive Report: _____

DEP / DOH Use Only

Client Name

Inframark

Enterprise CDD

Eddie Smith 863-222-1981

Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com &

Rena McRoberts renea.mcroberts@inframark.com

Invoice to ap@inframark.com

Satisfactory
 Incomplete Collection Information
 Repeat Sample Required
 Replacement Samples Required

Date Reviewed by DEP/DOH: _____

DEP/DOH Reviewing Official: _____

1 Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc.)
 2 Indicate analysis methodology and method citation used.
 3 Defined in Florida Administrative Code Rule 62-160, Table I.
 4 Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count



Enterprise Community Development District

June 2023, Management, Operations & Maintenance
Report



Angel Montagna
District Manager
Enterprise Community Development District
313 Campus Street
Celebration, FL 34747

Dear Ms. Montagna:

Inframark is pleased to provide you with the Monthly Operations Report for June 2023. This report contains information that will provide you with a comprehensive view of our daily operational efforts.

To ensure we are providing information that is valuable to you, please let me know if I should add or retract any pertinent information. We appreciate the opportunity to serve the customers of Enterprise CDD. Please do not hesitate to contact me with any concerns or questions you may have.

Highest Regards,

Edward Smith | Project Manager



313 Campus St, Celebration FL, 34747

(M) (863) 222-1981 | www.inframark.com

Summary

I am proud to report that we have had zero compliance issues to report to FDEP.

Items Requiring Approval

Request	Impact	Est. Cost
Items for review have been submitted separately.	N/A	N/A

Noteworthy Events

- There have been several leaks for the month of June where sidewalks have had to be taken up.
- The vendor that is going to paint the main station will be starting at the end of July.
- We have been doing a lot of repairs on service lines where there are lines damaged by roots that are mostly under the sidewalks and in the roadway.
- Meter change out program has been concentrated mostly on the commercial route and is almost complete.
- Lead and Copper sampling scheduled to be done in July will give update once sample results are received.

- Lift station cleaning program was completed for June and next event scheduled for July 2023.

- During the month of June we concentrated on:
 - Meter changeout program.
 - Changing out residential meters that have failed.
 - Exercising valves. Inspecting manholes.
 - Utility workers are still installing meters at Celebration Island Village.

Operations, Maintenance and Repair

- Compliance
 - The Large User contract requirement of obtaining two Chlorine Disinfectant Residual samples was performed for this month without exception.
 - The Monthly Operational Report (MOR) has been submitted to FDEP.
 - The Q4 Disinfectant Residual report has been submitted to FDEP.
 - The “Risk & Resilience Vulnerability Assessment” (required by EPA) has been completed in partnership with FRWA.

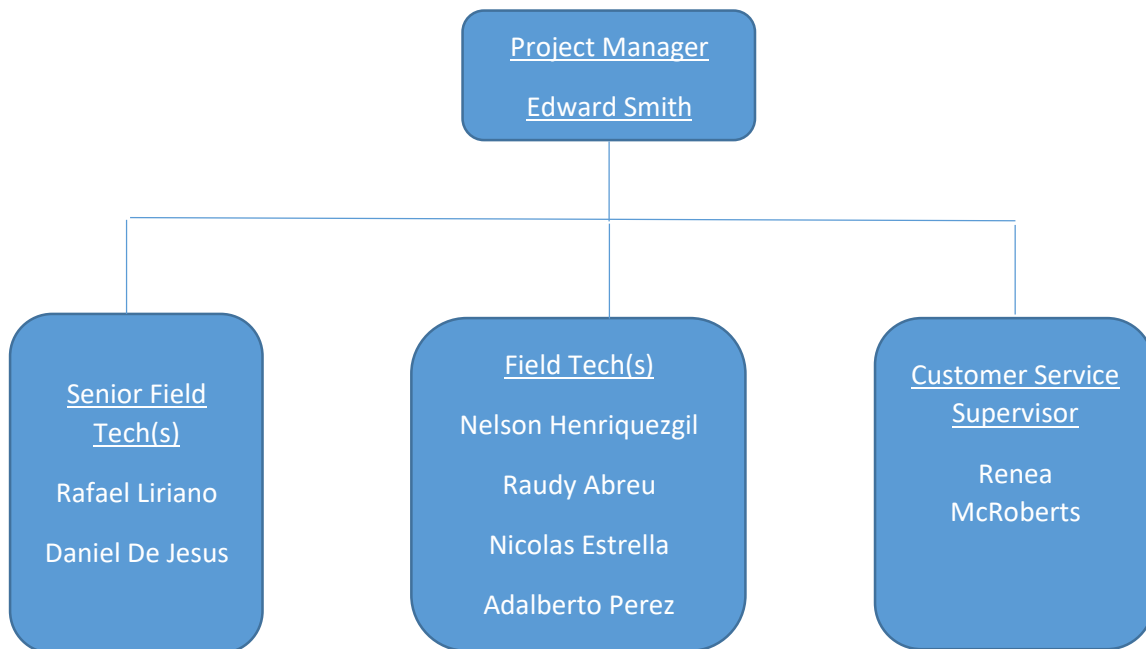
- The BAC-T testing that is performed twice per month by Benchmark Labs showed to be in compliance, and all results were sent to FDEP.

Performance Metrics	Current Month	Prior Month	2023 Year to Date
	June 2023	May 2023	
Wastewater (MG)	36.91	38.31	217.39
Reclaimed water purchased (MG)	78.74	86.5	447.53
Potable water purchased (MG)	44.65	47.10	262.84
Potable consumption billed (MG)	39.67	37.167	224.617
Unaccounted for water			
Meters Read	5438	5405	32442
Meter re-reads	145	69	496
Bills produced, mailed	2982	2971	17695
Revenue collected	\$726,341.63	\$737,642.49	\$4,108,346.12
Adjustments	\$-32,897.14	\$-17,754.18	\$55975.25
Number of line breaks		2	2
Hydrants flushed	Services Performed by Fire Department		
Odor complaints	0	0	0
Manholes inspected	56	28	332
Valves exercised	30	30	223
Customer service phone calls	231	212	1573
Brand new service connections	3	4	26
Service/Work orders closed	71	62	389
Sunshine locates performed	40	87	730
(Started in July) Meters replaced	82	96	900

Health & Safety

- Zero LTIs and OSHA recordable for the month.
- All Inframark employees are up to date on their required training.
- The monthly safety training on eLearning was completed by all staff.
- Daily safety “tailgate” discussions are held with the entire crew.

On-Site Utilities Personnel



Looking Ahead

- In the months to come air release valve will be modified and worked on.
- Quote for painting of Main Station pipes has been approved and scheduling in process.

Appendix A

Pg. 5: MOR (Submitted to FDEP)

Pg. 6 – 7: BAC- T Test Results

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(62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytical, Inc. - Benchmark Mid Florida
 1153 1st Street South
 Winter Haven FL 33880 E84567
 Tel: 863-656-2020 / Fax: 863-656-2131
 Contact Katie Davis

For Lab Use Only E84567	
Lab Receipt Date & Time:	<u>8:15 06/27/23 1249</u>
Analysis Date & Time:	<u>6-27-23 CS 1313</u>
Sample Acceptance Criteria:	
Sample Preservation:	<input checked="" type="checkbox"/> On Ice <input type="checkbox"/> Not On Ice <u>1.4</u> °C
Temperature Gun ID #	<u>446</u>
Disinfectant Check:	<input checked="" type="checkbox"/> Not Detected _____ mg/L
This sample does not meet the following NELAC Requirements:	

Report Number: M23060459 Sub-Contract Lab ID: _____

Analysis Requested: (Check All That Apply)

Total Coliform / E. coli | Total Coliform | E.coli

Public Water System (PWS) Name: Enterprise CDD **PWS I.D.** 3494428

PWS Address: 313 Campus ST **City:** Celebration

PWS or PWS Owner's Phone #: 305-773-1959 **Fax #:** _____

Collector: Ben Esper **Collector's Phone #:** 941-544-8706

Community Water System | Non-Transient Non-community Water System | Transient Non-community Water System

Limited Use System | Bottled Water | Private Well | Swimming Pool | Swimming Pool | Other: _____

Reason For Sampling: (Check All That Apply)

Distribution Routine | Distribution Repeat | Raw (Triggered or Assessment) | Raw (Triggered or Assessment) Additional

Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: _____

Sample Collection Date: 06/27/23

To Be Completed By Collector of Sample						To Be Completed By Lab.					
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² SM9223B					
						Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier ⁴	Lab Sample #
A6	1402 STICKLEY AVE	1115	D	2.11	7.84	A	A				-1
A7	772 OAK SHADOWS RD	1126	D	1.78	7.91	A	A				-2
A8	893 SPRING PARK LOOP	1137	D	1.84	7.78	A	A				-3
A9	SIENNA (SIDE OF PARKING GARAGE)	1144	D	2.01	7.78	A	A				-4
A10	1809 CELEBRATION BLVD	1151	D	1.86	7.81	A	A				-3

Average of disinfectant residuals of distribution routine & repeat samples⁴. Free chlorine or Total chlorine (Circle One)

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Disinfectant Residual Analysis Method: DPD Colorimetric | Other: _____

Date & Time PWS notified by lab of positive results: _____

Person performing disinfectant analysis is (See Instructions on reverse):

Date & Time Client/DEP/DOH notified by lab of positive results: _____

A certified operator # _____

Date Report Issued: 6-28-23

Supervised by certified operator # _____

Employed by a certified lab. | Employed by DEP or DOH

Lab Signature: [Signature]
 Title: Lab Director

Authorized representative of supplier of water

Name/Mailing Address of ADDITIONAL Person to Receive Report: _____

DEP / DOH Use Only

Satisfactory
 Incomplete Collection Information
 Repeat Sample Required
 Replacement Samples Required

Client Name

Inframark
Enterprise CDD
 Eddie Smith 863-222-1981
 Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com &
 Renae McRoberts renea.mcroberts@inframark.com
 Invoice to ap@inframark.com

Date Reviewed by DEP/DOH: _____
 DEP/DOH Reviewing Official: _____

1 Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)
 2 Indicate analysis methodology and method citation used.
 3 Defined in Florida Administrative Code Rule 62-160, Table I.
 4 Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

Drinking Water Microbial Sample Collection & Laboratory Reporting Format

(62-550.730 reporting Format Effective 01/1995, Revised 02/2010)

Benchmark EnviroAnalytical, Inc. - Benchmark Mid Florida

1153 1st Street South
Winter Haven FL 33880 E84567
Tel: 863-656-2020 / Fax: 863-656-2131
Contact Katie Davis

For Lab Use Only E84567	
Lab Receipt Date & Time: <u>PHE 06/13/23 1631</u>	Analysis Date & Time: <u>6-13-23 BDE 1641</u>
Sample Acceptance Criteria:	
Sample Preservation: <input checked="" type="checkbox"/> On Ice <input type="checkbox"/> Not On Ice <u>1.1</u> °C	Temperature Gun ID # <u>46</u>
Disinfectant Check: <input checked="" type="checkbox"/> Not Detected _____ mg/L	
This sample does not meet the following NELAC Requirements:	

Report Number: 12306 0204 Sub-Contract Lab ID: _____

Analysis Requested: (Check All That Apply)

Total Coliform / E. coli | Total Coliform | E.coli

Public Water System (PWS) Name: Enterprise CDD **PWS I.D.** 3494428

PWS Address: 313 Campus ST **City:** Celebration

PWS or PWS Owner's Phone #: 305-773-1959 **Fax #:** _____

Collector: Ben Esper **Collector's Phone #:** 941-544-8706

Type of Supply: (Check Only One)

Community Water System | Non-Transient Non-community Water System | Transient Non-community Water System
 Limited Use System | Bottled Water | Private Well | Swimming Pool | Swimming Pool | Other: _____

Reason For Sampling: (Check All That Apply)

Distribution Routine | Distribution Repeat | Raw (Triggered or Assessment) | Raw (Triggered or Assessment) Additional
 Well Survey | Clearance | Replacement (Also check Type of sample being replaced) | Boil Water Notice | Other: _____

Sample Collection Date: 06/13/23

To Be Completed By Collector of Sample						To Be Completed By Lab.					
Sample #	Sample Point (Location or Specific Address)	Sample Collection Time	Sample Type ¹	Disinfectant Residual (mg/L)	pH	Analysis Method(s) ² SM9223B					
						Total Coliform SM9223B	E.Coli SM9223B	Total Coliform SM9222B	E. coli SM9222G	Data Qualifier ⁴	Lab Sample #
A1	100 CELEBRATION PLACE	1431	D	2.03	7.69	A	A				-1
A2	200 BLOCK OF ACADIA TERRACE	1455	D	2.12	7.77	A	A				-2
A3	100 LONGVIEW AVE	1503	D	1.84	7.76	A	A				-3
A4	901 CELEBRATION AVE	1515	D	1.68	7.71	A	A				-4
A5	1251 CELEBRATION AVE	1527	D	1.94	7.66	A	A				-5

Average of disinfectant residuals of distribution routine & repeat samples⁴. Free chlorine or Total chlorine (Circle One): _____

Unless otherwise noted, all tests are performed in accordance with NELAC standards, and the results relate only to the samples.

Disinfectant Residual Analysis Method: DPD Colorimetric | Other: _____

Date & Time PWS notified by lab of positive results: _____

Person performing disinfectant analysis is (See Instructions on reverse):

Date & Time Client/DEP/DOH notified by lab of positive results: _____

A certified operator # _____

Date Report Issued: 6-14-23

Supervised by certified operator # _____

Lab Signature: [Signature]

Employed by a certified lab. | Employed by DEP or DOH

Title: Lab Director

Authorized representative of supplier of water

Name/Mailing Address of ADDITIONAL Person to Receive Report: _____

DEP / DOH Use Only

Client Name

Inframark

Enterprise CDD

Eddie Smith 863-222-1981

Email Report & Invoice to Eddie Smith Edward.Smith@inframark.com &

Rena McRoberts renea.mcroberts@inframark.com

Invoice to ap@inframark.com

Satisfactory
 Incomplete Collection Information
 Repeat Sample Required
 Replacement Samples Required

Date Reviewed by DEP/DOH: _____

DEP/DOH Reviewing Official: _____

1 Indicate DEP Sample Codes: D = Distribution (Routine Compliance); C = Repeat or Check; R = Raw; N = Entry to Distribution; P = Plant Tap; S = Special (Clearance, etc)
2 Indicate analysis methodology and method citation used.
3 Defined in Florida Administrative Code Rule 62-160, Table I.
4 Complete for community and non-transient non-community systems serving populations up to and including 4,900. Do not include raw or plant samples in the average.

Results: A = Bacteria Absent; P = Bacteria Present; C = Confluent Growth; TNTC = Too Numerous To Count

Subsection 7D

District Counsel

Subsection 7D(i)

Plat for Island Village Phase 1A

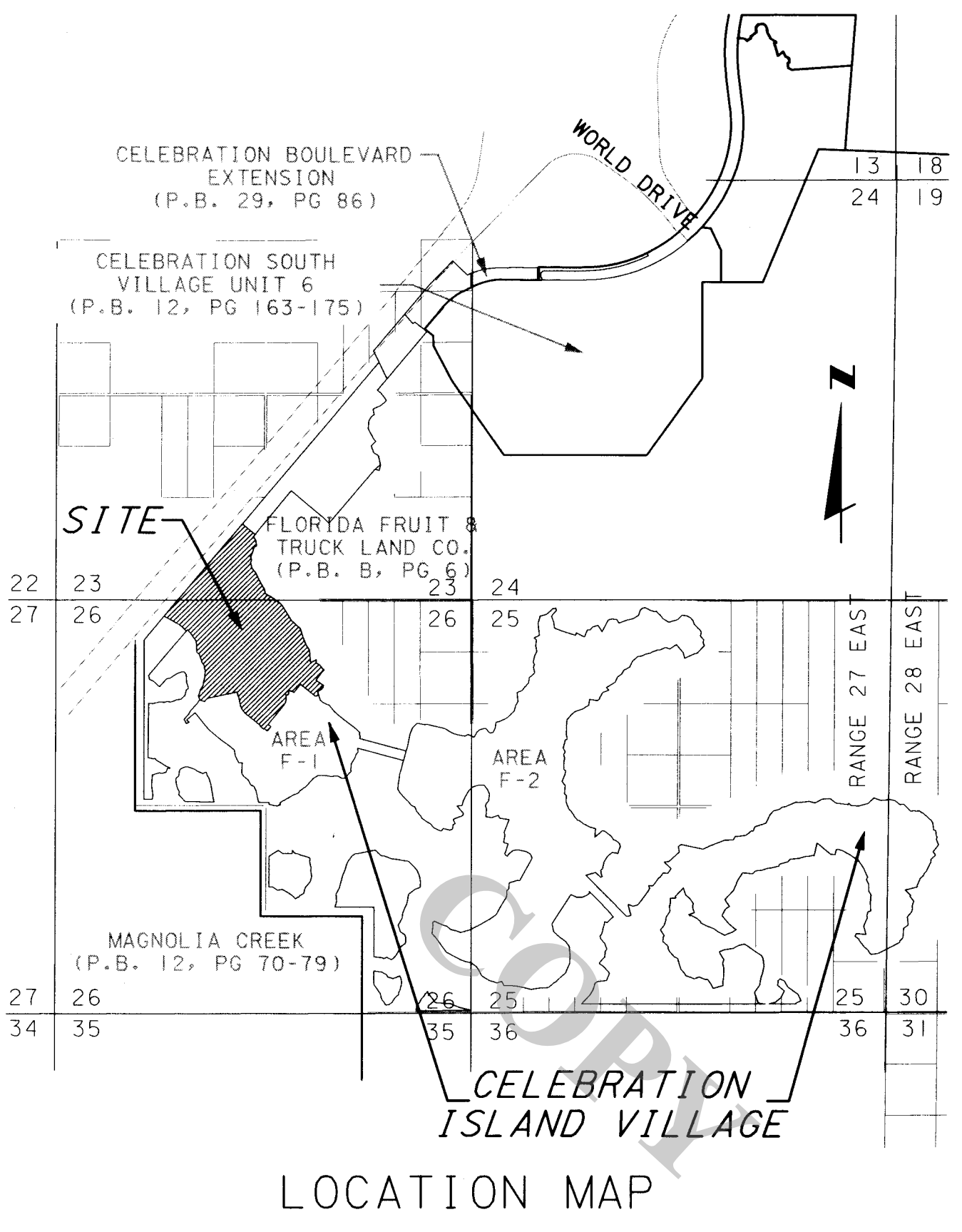
CELEBRATION ISLAND VILLAGE, PHASE 1A
IN PART BEING A REPLAT OF TRACTS 2.9 AND 3.0 WITHIN THE PLAT OF CELEBRATION BOULEVARD EXTENSION
PLAT BOOK 29, PAGES 86 - 94, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA
AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND WHICH INCLUDES TRACTS 2.9 AND 3.0 OF THE PLAT OF "CELEBRATION BOULEVARD EXTENSION" AS RECORDED IN PLAT BOOK 29, PAGES 86 - 94 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND A PORTION OF "AREA F-1" OF THE PROPERTY DESCRIBED IN THE "WARRANTY DEED" RECORDED IN OFFICIAL RECORDS BOOK 5214, PAGE 192 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 23, TOWNSHIP 25 SOUTH, RANGE 27 EAST; THENCE N.00°05'35"E. ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23 FOR 928.82 FEET TO A POINT ON THE BOUNDARY OF PARCEL 3 OF THE "CONSERVATION AREA" AS DESCRIBED IN THE QUIT-CLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 1459, PAGES 1581 THROUGH 1618 OF SAID PUBLIC RECORDS, ALSO BEING THE BOUNDARY OF TRACT 1.7 OF THE AFORESAID PLAT OF "CELEBRATION BOULEVARD EXTENSION"; THENCE S.39°17'40"W. ALONG THE BOUNDARY OF SAID PARCEL 3 AND TRACT 1.7, FOR 103.44 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 1.7, SAID CORNER BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE BOUNDARY OF SAID PARCEL 3 FOR THE FOLLOWING 39 (THIRTY NINE) COURSES; RUN: S.39°17'40"W. FOR 30.55 FEET; THENCE S.02°14'29"E. FOR 5.36 FEET; THENCE S.31°06'21"E. FOR 54.52 FEET; THENCE S.09°32'01"E. FOR 71.33 FEET; THENCE S.66°29'08"W. FOR 33.45 FEET; THENCE S.18°05'35"W. FOR 76.92 FEET; THENCE S.23°14'36"W. FOR 58.43 FEET; THENCE S.17°35'15"E. FOR 44.73 FEET; THENCE S.27°24'29"W. FOR 28.99 FEET; THENCE S.12°59'18"E. FOR 77.54 FEET; THENCE S.40°08'20"E. FOR 79.20 FEET; THENCE S.24°05'12"E. FOR 83.83 FEET; THENCE S.29°28'16"E. FOR 100.42 FEET; THENCE S.30°01'49"E. FOR 47.59 FEET; THENCE S.14°50'09"E. FOR 60.38 FEET; THENCE S.62°04'17"E. FOR 95.04 FEET; THENCE S.51°56'52"E. FOR 58.41 FEET; THENCE S.53°33'14"E. FOR 69.07 FEET; THENCE S.39°15'01"E. FOR 51.00 FEET; THENCE S.31°34'10"E. FOR 202.38 FEET; THENCE S.47°26'34"E. FOR 158.08 FEET; THENCE S.17°16'58"E. FOR 116.38 FEET; THENCE S.22°35'09"E. FOR 107.54 FEET; THENCE S.34°19'53"E. FOR 71.65 FEET; THENCE S.05°08'52"E. FOR 163.03 FEET; THENCE N.60°47'46"E. FOR 79.77 FEET; THENCE S.26°04'42"E. FOR 6.45 FEET; THENCE S.07°14'49"W. FOR 35.16 FEET; THENCE S.60°51'42"E. FOR 55.32 FEET; THENCE S.35°57'00"E. FOR 52.98 FEET; THENCE S.57°39'25"E. FOR 19.77 FEET; THENCE S.31°56'53"E. FOR 7.99 FEET; THENCE S.43°07'23"W. FOR 37.07 FEET; THENCE S.36°00'38"W. FOR 129.45 FEET; THENCE S.56°01'54"E. FOR 115.15 FEET; THENCE S.13°10'15"W. FOR 30.87 FEET; THENCE S.43°18'45"W. FOR 18.07 FEET; THENCE S.56°17'10"W. FOR 64.96 FEET; THENCE S.16°56'34"E. FOR 50.22 FEET; THENCE DEPARTING THE AFORESAID BOUNDARY OF PARCEL 3, RUN: S.77°29'12"W. FOR 47.18 FEET; THENCE N.51°21'34"W. FOR 239.50 FEET; THENCE S.38°38'26"W. FOR 133.08 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 127.00 FEET, A CHORD BEARING OF N.68°24'29"W., AND A CHORD DISTANCE OF 65.58 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 55' 35", FOR A DISTANCE OF 66.33 FEET; THENCE S.06°37'44"W. FOR 54.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S.87°11'43"W., AND A CHORD DISTANCE OF 23.93 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 02", FOR A DISTANCE OF 24.04 FEET, TO THE POINT OF TANGENCY; THENCE S.77°45'42"W. FOR 10.31 FEET; THENCE S.12°14'18"E. FOR 19.16 FEET, TO THE POINT OF CURVATURE OF CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 121.00 FEET, A CHORD BEARING OF S.13°12'04"W., AND A CHORD DISTANCE OF 103.95 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 52' 43", FOR A DISTANCE OF 107.45 FEET, TO THE POINT OF TANGENCY; THENCE S.38°38'26"W. FOR 323.10 FEET; THENCE S.51°21'34"E. FOR 46.50 FEET; THENCE S.38°38'26"W. FOR 73.00 FEET; THENCE N.51°21'34"W. FOR 50.50 FEET; THENCE S.38°38'26"W. FOR 10.31 FEET; THENCE N.51°21'34"W. FOR 54.00 FEET; THENCE N.38°38'26"E. FOR 10.31 FEET; THENCE N.51°21'34"W. FOR 265.10 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 146.50 FEET, A CHORD BEARING OF N.31°40'35"W., AND A CHORD DISTANCE OF 98.69 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39° 21' 58", FOR A DISTANCE OF 100.66 FEET, TO THE POINT OF TANGENCY; THENCE N.11°59'37"W. FOR 132.97 FEET; THENCE S.78°00'23"W. FOR 7.00 FEET; THENCE N.11°59'37"W. FOR 54.00 FEET; THENCE S.78°00'23"W. FOR 360.09 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 77.00 FEET, A CHORD BEARING OF S.49°24'13"W., AND A CHORD DISTANCE OF 73.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57° 12' 21", FOR A DISTANCE OF 76.88 FEET; THENCE N.69°11'44"W. FOR 65.08 FEET TO A POINT ALONG THE BOUNDARY OF PARCEL 6 OF THE AFORESAID CONSERVATION AREA; THENCE ALONG SAID BOUNDARY OF PARCEL 6, FOR THE FOLLOWING 18 (EIGHTEEN) COURSES; RUN: N.21°07'44"W. FOR 53.09 FEET; THENCE N.24°40'20"E. FOR 31.03 FEET; THENCE N.13°47'35"E. FOR 50.91 FEET; THENCE N.33°33'57"E. FOR 62.37 FEET; THENCE N.08°52'14"E. FOR 62.54 FEET; THENCE N.17°32'34"E. FOR 48.34 FEET; THENCE N.01°56'36"E. FOR 90.50 FEET; THENCE N.28°12'55"W. FOR 27.27 FEET; THENCE N.06°40'18"E. FOR 24.43 FEET; THENCE N.31°44'18"W. FOR 63.53 FEET; THENCE N.14°34'18"W. FOR 29.06 FEET; THENCE N.19°56'16"W. FOR 71.65 FEET; THENCE N.44°53'37"W. FOR 45.15 FEET; THENCE N.02°51'12"W. FOR 135.42 FEET; THENCE N.36°17'21"W. FOR 81.81 FEET; THENCE N.33°47'03"W. FOR 45.13 FEET; THENCE N.42°52'31"W. FOR 56.16 FEET; THENCE S.40°25'21"W. FOR 23.74 FEET; THENCE DEPARTING SAID BOUNDARY OF PARCEL 6, RUN: N.46°45'28"W. FOR 111.67 FEET; THENCE N.59°56'39"W. FOR 113.05 FEET; THENCE N.61°36'00"W. FOR 115.15 FEET; TO A POINT ALONG THE EASTERLY LINE OF THE ORLANDO UTILITIES COMMISSION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1189, PAGE 602 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N.39°57'22"E., ALONG SAID EASTERLY LINE FOR 153519 FEET TO THE NORTHWEST CORNER OF TRACT 1.6 OF THE AFORESAID PLAT OF "CELEBRATION BOULEVARD EXTENSION"; THENCE DEPARTING SAID EASTERLY LINE, RUN S.50°02'11"E. FOR 210.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.428 ACRES.



SHEET INDEX

- 1 - DEDICATION & SIGNATURE BLOCKS, LEGAL DESCRIPTION, LOCATION MAP.
2 - PLAT EASEMENTS & RESERVATIONS, PLAT NOTES, INFORMATIONAL NOTES.
3 - TRACT & LOT MATRIX.
4 - KEY MAP, LEGEND, SECTION INFO & WETLANDS.
5-9 - DETAIL SHEETS.
10-11 - EASEMENT DETAILS.

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING OSCEOLA COUNTY
PURSUANT TO SECTION 177.08(1) FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER. PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.
SIGNATURE: John Pulice DATE: 9-8-2020
PRINT NAME: JOHN PULICE REGISTRATION NO. 6811

CERTIFICATE OF SURVEYOR
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED SURVEYOR REGISTERED IN STATE OF FLORIDA, DOES HEREBY CERTIFY THAT ON 21 DAY OF May, 2020, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AS REQUIRED BY OSCEOLA COUNTY REQUIREMENTS AND REGULATIONS. THE SURVEY WAS PREPARED UNDER THE UNDERSIGNED RESPONSIBLE DIRECTION AND SUPERVISION (AS A PROFESSIONAL SURVEYOR) AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, F.S., THAT PERMANENT CONTROL POINTS HAVE BEEN / WILL BE PLACED AS REQUIRED BY CH. 177 F.S., AND THAT SAID LAND IS LOCATED IN SECTIONS 23 AND 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA.
J. VINCE CARPER JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3598
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE NO. LB 24
482 SOUTH KELLER ROAD
ORLANDO, FLORIDA 32810-6101
TEL: (407) 647-7275
FAX: (407) 806-4500

CELEBRATION ISLAND VILLAGE PHASE 1A
CERTIFICATE OF DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT, EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE BENEFICIARY OF CERTAIN LANDS AND CERTAIN EASEMENTS OVER A PORTION OF THE LANDS DESCRIBED HEREIN. THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USE AND PURPOSES HEREIN EXPRESSED, AND DEDICATES ROADWAY TRACT 1.00.01 TO THE PERPETUAL USE OF THE PUBLIC. RIGHTS ARE EXPRESSLY GRANTED TO OSCEOLA COUNTY IN PLAT EASEMENTS 3 AND 5 AS SET FORTH IN THE "PLAT EASEMENTS AND RESERVATIONS" SECTION OF THIS PLAT. ALL OTHER LANDS, OR EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC FOR ANY PUBLIC USE OR BENEFIT.
IN WITNESS WHEREOF, THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO OR WITNESSED BY THE OFFICER OR INDIVIDUALS NAMED BELOW ON THE DATE SET FORTH IN THE NOTARY ACKNOWLEDGMENT.
THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA
BY: Kimberly Locher (SIGNED IN THE PRESENCE OF)
(SIGNATURE) Kimberly Locher (PRINT NAME) Kimberly Locher (PRINT TITLE) Vice Chairman
(SIGNATURE) Nikki Curvey (PRINT NAME) Nikki Curvey (PRINT TITLE) Vice Chairman
(SIGNATURE) Rosemary Tschinkel (PRINT NAME) Rosemary Tschinkel (PRINT TITLE) Vice Chairman
STATE OF FLORIDA
COUNTY OF Osceola
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 3 DAY OF Sep, 2020, BY Kimberly Locher as Vice-Chairman OF ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT, EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, SUCH PERSON IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED [] AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE OF THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED, AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID DISTRICT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE. NOTARY PUBLIC
(SIGNATURE) Natasha Cruz Millheim (PRINT NAME) Natasha Cruz Millheim
COMMISSION NUMBER: 66361324 MY COMMISSION EXPIRES: July 31, 2023

NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY DEVELOPMENT REVIEW COMMITTEE
THIS IS TO CERTIFY, THAT ON FEBRUARY 11, 2019 THE PRECEDING PRELIMINARY SUBDIVISION PLAN WAS APPROVED BY THE BOARD OF COUNTY COMMISSION AND THAT THE FOREGOING PLAT IS SUBSTANTIALLY CONSISTENT WITH THE BOARD OF COUNTY COMMISSION APPROVED PRELIMINARY SUBDIVISION PLAN AND THEREBY AS AUTHORIZED BY OSCEOLA COUNTY ORDINANCE 18-10 AND FLORIDA STATUTES 177.071(2) WAS APPROVED ON 10-7-20 BY THE OSCEOLA COUNTY DEVELOPMENT REVIEW COMMITTEE OF OSCEOLA COUNTY, FLORIDA.
CHAIRMAN OF THE DEVELOPMENT REVIEW COMMITTEE
Lec Moore
ATTEST: DRC COORDINATOR

CERTIFICATE OF COUNTY CLERK
I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE OSCEOLA COUNTY LAND DEVELOPMENT CODE, AND WAS FILED FOR RECORD ON THE 12th DAY OF October, 2020
AT 10:51:33 AM FILE NUMBER 202013679A
Armando Ramirez
CLERK OF THE CIRCUIT COURT IN AND FOR OSCEOLA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY COUNTY ENGINEERING
EXAMINED ON 9/29/2020
AND
APPROVED BY [Signature] COUNTY ENGINEER

CELEBRATION ISLAND VILLAGE PHASE 1A
CERTIFICATE OF DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING AN OWNER IN FEE SIMPLE OF A PORTION OF THE LANDS DESCRIBED IN THE FOREGOING CERTIFICATE TO THIS PLAT, HEREBY DEDICATE SAID LANDS AND PLAT FOR THE USE AND PURPOSES HEREIN EXPRESSED, AND DEDICATES ROADWAY TRACT 1.00.01 TO THE PERPETUAL USE OF THE PUBLIC. RIGHTS ARE EXPRESSLY GRANTED TO OSCEOLA COUNTY IN PLAT EASEMENTS 3 AND 5 AS SET FORTH IN THE "PLAT EASEMENTS AND RESERVATIONS" SECTION OF THIS PLAT. ALL OTHER LANDS, OR EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC FOR ANY PUBLIC USE OR BENEFIT.
IN WITNESS WHEREOF, MATTAMY ORLANDO LLC, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO OR WITNESSED BY THE OFFICER OR INDIVIDUALS NAMED BELOW ON THE DATE SET FORTH IN THE NOTARY ACKNOWLEDGMENT.
MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY.
BY: David Baseline (SIGNED IN THE PRESENCE OF)
(SIGNATURE) David Baseline (PRINT NAME) David Baseline (PRINT TITLE) Vice President
(SIGNATURE) Kacey Lotter (PRINT NAME) Kacey Lotter (PRINT TITLE) Vice President
(SIGNATURE) Jonathan Drook (PRINT NAME) Jonathan Drook (PRINT TITLE) Vice President
STATE OF FLORIDA
COUNTY OF Orange
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 2nd DAY OF Sep, 2020, BY David Baseline as Vice President OF MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCH PERSON IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED [] AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE OF THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED, AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID COMPANY.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE. NOTARY PUBLIC
(SIGNATURE) Anna J Traynich (PRINT NAME) Anna J Traynich
COMMISSION NUMBER: 66152411 MY COMMISSION EXPIRES: 4/25/2022

CELEBRATION ISLAND VILLAGE PHASE 1A
CERTIFICATE OF DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT, EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, IS THE BENEFICIARY OF CERTAIN LANDS AND CERTAIN EASEMENTS OVER A PORTION OF THE LANDS DESCRIBED HEREIN. THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USE AND PURPOSES HEREIN EXPRESSED, AND DEDICATES ROADWAY TRACT 1.00.01 TO THE PERPETUAL USE OF THE PUBLIC. RIGHTS ARE EXPRESSLY GRANTED TO OSCEOLA COUNTY IN PLAT EASEMENTS 3 AND 5 AS SET FORTH IN THE "PLAT EASEMENTS AND RESERVATIONS" SECTION OF THIS PLAT. ALL OTHER LANDS, OR EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC FOR ANY PUBLIC USE OR BENEFIT.
IN WITNESS WHEREOF, THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO OR WITNESSED BY THE OFFICER OR INDIVIDUALS NAMED BELOW ON THE DATE SET FORTH IN THE NOTARY ACKNOWLEDGMENT.
THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA
BY: Lee Moore (SIGNED IN THE PRESENCE OF)
(SIGNATURE) Lee Moore (PRINT NAME) Lee Moore (PRINT TITLE) Chairman
(SIGNATURE) Rosemary Tschinkel (PRINT NAME) Rosemary Tschinkel (PRINT TITLE) Vice Chairman
STATE OF FLORIDA
COUNTY OF Osceola
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF [X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION, THIS 3 DAY OF Sep, 2020, BY Lee Moore as Chairman OF CELEBRATION COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL-PURPOSE GOVERNMENT, EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, SUCH PERSON IS PERSONALLY KNOWN TO ME OR [] HAS PRODUCED [] AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE OF THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED, AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID DISTRICT.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE. NOTARY PUBLIC
(SIGNATURE) Natasha Cruz Millheim (PRINT NAME) Natasha Cruz Millheim
COMMISSION NUMBER: 66361324 MY COMMISSION EXPIRES: July 31, 2023

9/1/2020 3:07 PM: Sklarov, Vladimir: Celebration Island Village Phase 1A Plat ADDITIONAL PART TO Phase 1A (Sheet 1) .dwg

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE NO. LB 24
482 SOUTH KELLER ROAD
ORLANDO, FLORIDA 32810-6101
TEL: (407) 647-7275
FAX: (407) 806-4500

CELEBRATION ISLAND VILLAGE, PHASE 1A

IN PART BEING A REPLAT OF TRACTS 2.9 AND 3.0 WITHIN THE PLAT OF CELEBRATION BOULEVARD EXTENSION PLAT BOOK 29, PAGES 86 - 94, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST OSCEOLA COUNTY, FLORIDA

PLAT BOOK **29** PAGE **152**

PLAT NOTES

1. BEARINGS ARE BASED ON THE (WALT DISNEY WORLD DATUM) WEST LINE OF THE SOUTH 1/4 SECTION 23, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, BEING N.00°05'55"E.
11. ACCORDING TO FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE OPINION FILE NO. 2037-4356308 DATED JULY 29, 2020, THIS PROPERTY IS SUBJECT TO THE FOLLOWING ITEMS, (EACH ITEM IS NUMBERED WITH RESPECT TO THE EXCEPTIONS LISTED THEREIN):
NOTE: EACH ITEM IS BLANKET IN NATURE AND NOT PLOTTED ON THE PLAT UNLESS OTHERWISE NOTED OR A TRIANGLE WITH THE EXCEPTION NUMBER LABELED WITHIN IT. IS SHOWN LABELED ON THE PLAT.
12. ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF POTABLE WATER, WASTEWATER AND REUSE WATER UTILITY SERVICE PROVIDER RECORDED JULY 14, 2011, IN OFFICIAL RECORDS BOOK 4152, PAGE 1547, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
13. TERMS AND CONDITIONS AS SET FORTH IN RESOLUTION NO. 15-001R RECORDED JANUARY 16, 2015, IN OFFICIAL RECORDS BOOK 4723, PAGE 1857, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
14. UNRECORDED AMENDED AND RESTATED DONATION, DEVELOPMENT AND OPERATING AGREEMENT FOR THE CELEBRATION SCHOOLS DATED JUNE 21, 2016, FIRST AMENDMENT AMENDED AND RESTATED DONATION, DEVELOPMENT AND OPERATING AGREEMENT FOR THE CELEBRATION SCHOOLS RECORDED AUGUST 30, 2017, IN OFFICIAL RECORDS BOOK 5202, PAGE 2045, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND AS AFFECTED BY PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED DONATION, DEVELOPMENT AND OPERATING AGREEMENT FOR THE CELEBRATION SCHOOLS BY AND BETWEEN THE CELEBRATION COMPANY AND MATTAMY ORLANDO LLC DATED SEPTEMBER 25, 2017.
15. SUBDIVISION / PLATTING NOTICE BY THE CELEBRATION COMPANY DATED SEPTEMBER 25, 2017 AND RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 186, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
16. RESERVATIONS WITH COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN EXHIBIT "R", PERMITTED ENCUMBRANCES, OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 192, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
17. UNRECORDED AMENDED AND RESTATED DONATION, DEVELOPMENT AND OPERATING AGREEMENT FOR THE CELEBRATION SCHOOLS DATED JUNE 21, 2016 AND FIRST AMENDMENT DATED AUGUST 21, 2017 SET FORTH IN EXHIBIT "B", PERMITTED ENCUMBRANCES, OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 192, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
18. UNRECORDED CATTLE LANDS LEASE AGREEMENT BY AND BETWEEN THE CELEBRATION COMPANY AND EARL SULLIVAN DATED EFFECTIVE SEPTEMBER 18, 2017, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF CATTLE LANDS LEASE AGREEMENT BY AND BETWEEN THE CELEBRATION COMPANY, AND MATTAMY ORLANDO LLC, DATED SEPTEMBER 25, 2017, SET FORTH IN EXHIBIT "B", PERMITTED ENCUMBRANCES, OF THAT CERTAIN SPECIAL WARRANTY DEED RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 192, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
19. MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CELEBRATION COMPANY AND MATTAMY ORLANDO LLC DATED SEPTEMBER 25, 2017 AND RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 215, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
20. ALLOCATION AND PARTIAL ASSIGNMENT OF LAND USE AND DEVELOPMENT RIGHTS AND DUTIES BY AND BETWEEN THE CELEBRATION COMPANY AND MATTAMY ORLANDO LLC DATED SEPTEMBER 25, 2017 AND RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 226, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
21. PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS (SABAL TRAIL) BY AND BETWEEN THE CELEBRATION COMPANY AND MATTAMY ORLANDO LLC DATED SEPTEMBER 25, 2017 AND RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 247, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
22. DEVELOPMENT AGREEMENT BETWEEN CENTRAL FLORIDA PIPELINE LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JANUARY 24, 2019, IN OFFICIAL RECORDS BOOK 5467, PAGE 2122, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
23. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED FEBRUARY 19, 2020, IN OFFICIAL RECORDS BOOK 5676, PAGE 1139, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. NOTE: THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT INTENDED TO BE A LIEN, ENCUMBRANCE OR CLOUD ON THE TITLE OF THE PREMISES.
24. NOTICE OF COMMENCEMENT RECORDED JUNE 1, 2020, IN OFFICIAL RECORDS BOOK 5730, PAGE 399, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
25. (6) NOTICE(S) OF COMMENCEMENT RECORDED JULY 8, 2020, IN OFFICIAL RECORDS BOOK 5750, PAGES 1868, 1869, 1870, 1871, 1872 AND 1873, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
1. AN UNDIVIDED FIFTY PERCENT (50%) INTEREST IN AND TO THE ROYALTIES OR PROFITS FROM ANY AND ALL MINERAL, OIL, PETROLEUM PRODUCTS AND GAS WHICH MAY BE EXTRACTED FROM THE PROPERTY, AS RESERVED IN THAT CERTAIN DEED BY TRUSTEES OF TUFTS COLLEGE IN FAVOR OF IRL0 BRONSON AND FLORA B. BRONSON, HIS WIFE, DATED DECEMBER 23, 1943 AND RECORDED IN DEED BOOK 107, PAGE 564, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
NOTE: ALL RIGHTS OF INGRESS, EGRESS, SURFACE DISRUPTION AND EXCAVATION WERE CONVEYED TO MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURSUANT TO THAT CERTAIN OUD CLAIM DEED RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 207, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
2. AN UNDIVIDED FIFTY PERCENT (50%) INTEREST IN AND TO ALL OF THE MINERAL, OIL, PETROLEUM PRODUCTS AND GAS WHICH MAY BE EXTRACTED FROM THE PROPERTY, INCLUDING ONE HUNDRED PERCENT (100%) INTEREST IN THE RIGHTS OF INGRESS AND EXPLORATION, VESTED IN COMPASS ROSE CORPORATION, AS SET FORTH IN THAT CERTAIN COVENANT OF MINERAL RIGHTS AND OTHER SURFACE RIGHTS EXECUTED BY TRUSTEES OF TUFTS COLLEGE IN FAVOR OF PAUL L.E. HELLIWELL, AS TRUSTEE, RECORDED JANUARY 10, 1966, IN OFFICIAL RECORDS BOOK 142, PAGE 282 AND THAT CERTAIN CONVEYANCE OF MINERAL RIGHTS AND OTHER SURFACE RIGHTS EXECUTED BY PAUL L.E. HELLIWELL, AS TRUSTEE, AND MARJORIE E. HELLIWELL, HIS WIFE, IN FAVOR OF COMPASS ROSE CORPORATION RECORDED NOVEMBER 14, 1967, IN OFFICIAL RECORDS BOOK 68, PAGE 223, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
NOTE: ALL RIGHTS OF INGRESS, EGRESS, SURFACE DISRUPTION AND EXCAVATION WERE CONVEYED TO MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURSUANT TO THAT CERTAIN OUD CLAIM DEED RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 207, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
3. CONCURRENCY MANAGEMENT AGREEMENT RECORDED MARCH 2, 1994, IN OFFICIAL RECORDS BOOK 1174, PAGE 1355, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
4. CELEBRATION DEVELOPMENT AGREEMENT BETWEEN THE CELEBRATION COMPANY AND OSCEOLA COUNTY, FLORIDA RECORDED MARCH 18, 1994, IN OFFICIAL RECORDS BOOK 1177, PAGE 566, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AS AFFECTED BY ADDENDUM RECORDED JANUARY 16, 2015, IN OFFICIAL RECORDS BOOK 4723, PAGE 1836, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
5. DECLARATION OF CONSENT TO JURISDICTION OF COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS RECORDED DECEMBER 12, 1994, IN OFFICIAL RECORDS BOOK 1227, PAGE 1763, AS MODIFIED BY THAT RELEASE OF SPECIAL ASSESSMENT LIEN RECORDED AUGUST 20, 2008, IN OFFICIAL RECORDS BOOK 3726, PAGE 2643, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
6. JOINT USE AGREEMENT FOR CROSSING FLORIDA GAS TRANSMISSION COMPANY PIPELINE AND EASEMENTS RECORDED FEBRUARY 21, 1996, IN OFFICIAL RECORDS BOOK 1309, PAGE 111, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
7. NOTICE OF ESTABLISHMENT OF THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT RECORDED SEPTEMBER 29, 1999, IN OFFICIAL RECORDS BOOK 1659, PAGE 1227, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
8. INTERLOCAL DRAINAGE AGREEMENT RECORDED APRIL 24, 2001, IN OFFICIAL RECORDS BOOK 1729, PAGE 2156, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
9. THAT CERTAIN UNRECORDED LARGE USER AGREEMENT DATED JANUARY 15, 1993 AS EVIDENCED BY THAT AMENDMENT TO LARGE USER AGREEMENT RECORDED JULY 11, 2005, IN OFFICIAL RECORDS BOOK 2834, PAGE 2618, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
10. SUBDIVISION/PLATTING NOTICE RECORDED AUGUST 20, 2008, IN OFFICIAL RECORDS BOOK 3726, PAGE 2741, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
11. CELEBRATION DRI TRANSPORTATION MITIGATION AGREEMENT BY AND BETWEEN THE CELEBRATION COMPANY, OSCEOLA COUNTY AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RECORDED OCTOBER 12, 2009, IN OFFICIAL RECORDS BOOK 3900, PAGE 1261, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, AND RECORDED NOVEMBER 25, 2009, IN OFFICIAL RECORDS BOOK 3919, PAGE 583, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PLAT NOTES CONTINUED

12. ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF POTABLE WATER, WASTEWATER AND REUSE WATER UTILITY SERVICE PROVIDER RECORDED JULY 14, 2011, IN OFFICIAL RECORDS BOOK 4152, PAGE 1547, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
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21. PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS (SABAL TRAIL) BY AND BETWEEN THE CELEBRATION COMPANY AND MATTAMY ORLANDO LLC DATED SEPTEMBER 25, 2017 AND RECORDED SEPTEMBER 27, 2017, IN OFFICIAL RECORDS BOOK 5214, PAGE 247, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
22. DEVELOPMENT AGREEMENT BETWEEN CENTRAL FLORIDA PIPELINE LLC, A DELAWARE LIMITED LIABILITY COMPANY AND MATTAMY ORLANDO LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED JANUARY 24, 2019, IN OFFICIAL RECORDS BOOK 5467, PAGE 2122, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
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25. (6) NOTICE(S) OF COMMENCEMENT RECORDED JULY 8, 2020, IN OFFICIAL RECORDS BOOK 5750, PAGES 1868, 1869, 1870, 1871, 1872 AND 1873, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

PLAT EASEMENT & RESERVATION NOTES

MATTAMY ORLANDO LLC (THE "COMPANY") FURTHER GRANTS BY MEANS OF THIS PLAT THE FOLLOWING NON-EXCLUSIVE PRIVATE EASEMENTS SHOWN HEREON FOR THE USES SET FORTH BELOW.

A. UNLESS EXPRESSLY AND SPECIFICALLY PROVIDED OTHERWISE, ALL EASEMENTS DESCRIBED ON THIS PLAT ARE PRIVATE NON-EXCLUSIVE EASEMENTS WITH RESPECT TO ALL EASEMENTS DESCRIBED IN OR RESERVED BY THIS PLAT. UNLESS EXPRESSLY AND SPECIFICALLY PROVIDED OTHERWISE, THE RIGHT IS HEREBY RESERVED TO THE COMPANY AND TO THE GRANTEE OF THE EASEMENT (IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) TO: (1) ASSIGN THE SAME TO OTHERS, (11) GRANT A PART OR ALL OF SAID EASEMENTS TO OTHERS, AND (111) GRANT TO EMPower THE ASSIGNEE OR GRANTEE THEREOF TO GRANT SUCH ADDITIONAL EASEMENTS OVER ANY PART OR ALL OF SUCH EASEMENTS AS THE COMPANY OR GRANTEE OR SAID ASSIGNS OR GRANTEE MAY DEEM NECESSARY OR APPROPRIATE TO THE GRANTEE OR ADDITIONAL GRANTEE. SUCH EASEMENTS SHALL IMPAIR OR DETRACT FROM THE USE OF THE EASEMENTS DEPICTED ON THIS PLAT FOR THE USES HEREIN EXPRESSED AND PROVIDED THAT SAID GRANT OR ADDITIONAL EASEMENTS SHALL NOT BE DEEMED A PUBLIC DEDICATION OF SAID EASEMENTS.

B. THE COMPANY HEREBY RESERVES TO ITSELF (AND TO ITS GRANTEE OR ASSIGNS, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) THE EXCLUSIVE RIGHT AND PRIVILEGE TO DETERMINE THE LOCATION OF ANY IMPROVEMENTS, EQUIPMENT, DRIVEWAYS, CURB CUTS, PAVED AREAS, OR FACILITIES TO BE PLACED WITHIN, ON, OR BENEATH THE SURFACE OF ALL EASEMENTS GRANTED BY, DESCRIBED IN, OR RESERVED BY THIS PLAT. COMPANY RETAINS (FOR ITSELF AND ITS GRANTEE OR ASSIGNS) THE RIGHTS OF ACCESS AND USE OVER AND ACROSS ALL SAID EASEMENTS FOR IMPROVEMENT, CONSTRUCTION, AND MAINTENANCE PURPOSES.

C. ALL PRIVATE EASEMENTS APPEARING ON THIS PLAT ARE SUBJECT TO RIGHTS RESERVED OR GRANTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION, INC. RECORDED IN O.R. BOOK 1298, PAGE 1889 AS MAY BE AMENDED FROM TIME TO TIME, AND TO THE RIGHTS OF ACCESS AND USE OVER AND ACROSS ALL SAID EASEMENTS, AND RESTRICTIONS APPLICABLE FROM TIME TO TIME TO THE LANDS DESCRIBED HEREIN, NONE OF WHICH SHALL IMPAIR OR DETRACT FROM THE USES HEREIN EXPRESSED, BUT WHICH MAKE PROVISIONS FOR THE MANAGEMENT AND REGULATION OF THE USE OF SAID EASEMENTS.

D. UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THIS PLAT, SUCCESSORS IN INTEREST TO THE COMPANY SHALL NOT SUCCEED TO RIGHTS RESERVED BY COMPANY ON THIS PLAT UNLESS A RECORDED INSTRUMENT MAKES REFERENCE TO THE RIGHT OR RIGHTS RESERVED BY COMPANY AND ASSIGNS SUCH RIGHT OR RIGHTS TO SAID SUCCESSORS IN INTEREST.

9. EASEMENT #9) THE COMPANY HEREBY RESERVES UNTO ITSELF (AND TO ITS GRANTEE, SUCCESSORS AND ASSIGNS, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS, UNDER, AND UPON THOSE PORTIONS OF TRACTS 1.00.02, 1.00.04, 1.00.05, 1.00.06, 1.01.01, 1.01.02, 1.01.03, 1.01.09, 1.01.29, 1.01.30, 1.03.05, 1.05.02, 1.05.08, AND 1.06.01 AND OVER PORTIONS OF LOTS 1 - 12 (INCLUSIVE), 14 - 19 (INCLUSIVE), AND 21 - 24 (INCLUSIVE), DESIGNATED AS "UE #9" AS SHOWN ON SHEETS 5, 7, 8, AND 9 HEREOF FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, PLACING, BURYING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ONE OR MORE UTILITIES AND RELATED FACILITIES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TELECOMMUNICATION LINES, ELECTRICAL POWER LINES, AND NATURAL GAS LINES), INCLUDING THE RIGHT OF ACCESS OVER SUCH TRACTS AND LOTS FOR SUCH PURPOSES.
10. EASEMENT #10) THE COMPANY HEREBY RESERVES UNTO ITSELF (AND TO ITS GRANTEE, SUCCESSORS AND ASSIGNS, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS, UNDER, AND UPON THOSE PORTIONS OF TRACTS 1.00.02, 1.00.04, 1.00.05, 1.00.06, 1.01.01, 1.01.02, 1.01.03, 1.01.09, 1.01.29, 1.01.30, 1.03.05, 1.05.02, 1.05.08, AND 1.06.01 AND OVER PORTIONS OF LOTS 1 - 12 (INCLUSIVE), 21 - 24 (INCLUSIVE), AND LOTS 52 - 83 (INCLUSIVE) DESIGNATED AS "UE #10" AS SHOWN ON SHEETS 5, 6, 7, 8 AND 9 HEREOF FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, PLACING, BURYING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ONE OR MORE UTILITIES AND RELATED FACILITIES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TELECOMMUNICATION LINES, ELECTRICAL POWER LINES, AND NATURAL GAS LINES), INCLUDING THE RIGHT OF ACCESS OVER SUCH TRACTS AND LOTS FOR SUCH PURPOSES.
11. EASEMENT #11) THE COMPANY HEREBY RESERVES UNTO ITSELF (AND TO ITS GRANTEE, SUCCESSORS AND ASSIGNS, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS, UNDER, AND UPON THAT PORTION OF TRACT 1.06.07 DESIGNATED AS "UE #11" AS SHOWN ON SHEET 5, HEREOF FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, PLACING, BURYING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING ONE OR MORE UTILITIES AND RELATED FACILITIES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, TELECOMMUNICATION LINES, ELECTRICAL POWER LINES, AND NATURAL GAS LINES), INCLUDING THE RIGHT OF ACCESS OVER SUCH TRACT FOR SUCH PURPOSES.
12. EASEMENT #12) THE COMPANY HEREBY RESERVES UNTO ITSELF (AND TO ITS GRANTEE, SUCCESSORS AND ASSIGNS, INCLUDING DUKE ENERGY, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS, UNDER, AND UPON THAT PORTION OF TRACT 1.00.02 (AS SHOWN ON SHEET 6, HEREOF) AND TRACTS 1.00.01, 1.01.01, 1.01.29, 1.03.05, 1.06.01, AND 1.06.07 (AS SHOWN ON SHEET 5, HEREOF) AND TRACT 1.03.05 (AS SHOWN ON SHEET 7, HEREOF) AND TRACT 1.05.08 (AS SHOWN ON SHEET 8, HEREOF) DESIGNATED AS "UE #12" FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, PLACING, BURYING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING UNDERGROUND UTILITIES ELECTRICAL POWER LINES, INCLUDING THE RIGHT OF ACCESS OVER SUCH TRACTS FOR SUCH PURPOSES.
13. EASEMENT #13) THE COMPANY HEREBY RESERVES UNTO ITSELF (AND TO ITS GRANTEE, SUCCESSORS AND ASSIGNS, IF SPECIFICALLY AUTHORIZED BY THE INSTRUMENT OF GRANT OR ASSIGNMENT) A NON-EXCLUSIVE PERPETUAL EASEMENT OVER, ACROSS, UNDER, AND UPON THAT PORTION OF TRACT 1.00.03 AND 1.02.03 DESIGNATED AS "UE #13" AS SHOWN ON SHEET 7, HEREOF FOR THE PURPOSES OF CONSTRUCTING, INSTALLING, PLACING, BURYING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING WALLS, INCLUDING THE RIGHT OF ACCESS OVER SUCH TRACTS AND LOT FOR SUCH PURPOSES.
14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY (EXCEPT AS SPECIFICALLY SET FORTH BELOW IN THIS NOTE 14), ALL PLATTED UTILITY EASEMENTS CREATED BY THIS PLAT SHALL PROVIDE THE SAME EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATION PROVIDERS, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF COMMUNICATION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A COMMUNICATION PROVIDER DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

INFORMATIONAL NOTES

1. TRACT 1.00.01 WILL BE A ROADWAY TRACT OWNED AND MAINTAINED BY OSCEOLA COUNTY.
2. TRACTS 1.00.02 THROUGH 1.00.06 (INCLUSIVE) WILL BE FUTURE DEVELOPMENT TRACTS OWNED AND MAINTAINED BY MATTAMY ORLANDO LLC.
3. TRACTS 1.01.01, 1.01.02, 1.01.03, 1.01.04, 1.01.05, 1.01.06, 1.01.08, 1.01.09, 1.01.10, 1.01.11, 1.01.13, 1.01.15, 1.01.16, 1.01.29, 1.01.30, 1.01.31, AND 1.01.32 WILL BE ROADWAY SHOULDER TRACTS OWNED AND MAINTAINED BY THE CELEBRATION COMMUNITY DEVELOPMENT DISTRICT ("CCDD").
4. TRACTS 1.02.01, 1.02.02, 1.02.03, 1.02.04, 1.02.06, AND 1.02.07 WILL BE ALLEY TRACTS OWNED AND MAINTAINED BY THE CCDD.
5. TRACT 1.03.01 WILL BE BOOSTER PUMP STATION TRACT OWNED AND MAINTAINED BY THE ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT ("ECDD").
6. TRACT 1.03.03 WILL BE AN OPEN SPACE/ACCESS EASEMENT TRACT OWNED AND MAINTAINED BY THE CCDD.
7. TRACT 1.03.04 WILL BE A LIFT STATION TRACT OWNED AND MAINTAINED BY THE CCDD.
8. TRACT 1.03.05 WILL BE A FUTURE DEVELOPMENT TRACT OWNED AND MAINTAINED BY MATTAMY ORLANDO LLC.
9. TRACTS 1.04.01, 1.04.02, 1.05.08, AND 1.05.09 WILL BE STORMWATER TRACTS OWNED AND MAINTAINED BY THE CCDD.
10. TRACT 1.05.02 WILL BE A RECREATION TRACT OWNED AND MAINTAINED BY THE CCDD.
11. TRACTS 1.05.01, 1.05.03, AND 1.05.12 WILL BE RECREATION TRACTS OWNED AND MAINTAINED BY THE CELEBRATION RESIDENTIAL OWNERS ASSOCIATION ("CROA").
12. TRACTS 1.06.01 AND 1.06.07 WILL BE AN OPEN SPACE TRACT OWNED AND MAINTAINED BY THE CCDD.
13. TRACTS 1.07.01 AND 1.07.02 WILL BE CONSERVATION TRACTS OWNED AND MAINTAINED BY THE CCDD.
14. TRACT 1.00.01 CONTAINED WITHIN THIS PLAT, IS BEING DEDICATED AND CONVEYED TO THE PERPETUAL USE OF THE PUBLIC BY MATTAMY ORLANDO LLC, WHICH DEDICATION AND CONVEYANCE SHALL BE MEMORIALIZED BY THE RECORDATION OF A DEED FROM MATTAMY ORLANDO, LLC TO THE CCDD, AND A DEED FROM THE CCDD TO OSCEOLA COUNTY FOLLOWING THE RECORDATION OF THIS PLAT.
15. TRACTS 1.01.01, 1.01.02, 1.01.03, 1.01.04, 1.01.05, 1.01.06, 1.01.08, 1.01.09, 1.01.10, 1.01.11, 1.01.13, 1.01.15, 1.01.16, 1.01.29, 1.01.30, 1.01.31, 1.01.32, 1.02.01, 1.02.02, 1.02.03, 1.02.04, 1.02.06, 1.02.07, 1.04.02, 1.04.07, 1.05.02, 1.05.08, 1.05.09, 1.06.01, 1.06.07, 1.07.01, AND 1.07.02 CONTAINED WITHIN THIS PLAT, ARE BEING DEDICATED AND CONVEYED TO THE CCDD BY MATTAMY ORLANDO LLC, WHICH DEDICATION AND CONVEYANCE SHALL BE MEMORIALIZED BY THE RECORDATION OF A DEED FOLLOWING THE RECORDATION OF THIS PLAT.
16. TRACTS 1.03.01 AND 1.03.04 CONTAINED WITHIN THIS PLAT, ARE BEING DEDICATED AND CONVEYED TO THE CCDD BY MATTAMY ORLANDO LLC, WHICH DEDICATION AND CONVEYANCE SHALL BE MEMORIALIZED BY THE RECORDATION OF A DEED FOLLOWING THE RECORDATION OF THIS PLAT.
17. TRACTS 1.05.01, 1.05.03, AND 1.05.12 CONTAINED WITHIN THIS PLAT, ARE BEING DEDICATED AND CONVEYED TO CROA BY MATTAMY ORLANDO LLC, WHICH DEDICATION AND CONVEYANCE SHALL BE MEMORIALIZED BY THE RECORDATION OF A DEED FOLLOWING THE RECORDATION OF THIS PLAT. THE DECLARATIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS (CCROSS) FOR THIS SUBDIVISION WILL BE RECORDED BY MATTAMY ORLANDO LLC SUBSEQUENT TO THE RECORDING OF THIS PLAT. SAID CCROSS WILL ANNEX THIS SUBDIVISION INTO CROA.
18. ALL EASEMENTS THAT ARE BEING DEDICATED BY THIS PLAT SHALL BE MEMORIALIZED BY THE RECORDATION OF A DOCUMENT FOLLOWING THE RECORDATION OF THIS PLAT.
19. ALL LANDSCAPING ELEMENTS WITHIN THIS DEVELOPMENT INCLUDING TREES IN PUBLIC RIGHT OF WAYS AS REQUIRED BY THE OSCEOLA COUNTY LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY THE CCDD.
20. ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE CCDD.

ATKINS
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CELEBRATION ISLAND VILLAGE, PHASE 1A

IN PART BEING A REPLAT OF TRACTS 2.9 AND 3.0 WITHIN THE PLAT OF CELEBRATION BOULEVARD EXTENSION
 PLAT BOOK 29, PAGES 86 - 94, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA
 AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
 OSCEOLA COUNTY, FLORIDA

TRACT MATRIX					
TRACT NUMBER	USAGE	OWNER	MAINTAINED BY	AREA (AC)	TRACT LOCATION
1.00.01	ROADWAY	THE PUBLIC *	OSCEOLA COUNTY	5.416	SHEETS 5 & 7 & 8 & 9
1.00.02	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	9.848	SHEET 6
1.00.03	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	3.342	SHEET 7
1.00.04	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	3.886	SHEET 8
1.00.05	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	0.643	SHEET 8
1.00.06	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	3.711	SHEET 9
1.01.01	ROADWAY SHOULDER	CCDD	CCDD	0.225	SHEET 5
1.01.02	ROADWAY SHOULDER	CCDD	CCDD	0.484	SHEETS 5 & 7
1.01.03	ROADWAY SHOULDER	CCDD	CCDD	0.497	SHEETS 5 & 7
1.01.04	ROADWAY SHOULDER	CCDD	CCDD	0.165	SHEETS 5 & 7
1.01.05	ROADWAY SHOULDER	CCDD	CCDD	0.078	SHEET 7
1.01.06	ROADWAY SHOULDER	CCDD	CCDD	0.032	SHEET 7
1.01.08	ROADWAY SHOULDER	CCDD	CCDD	0.285	SHEET 7 & 9
1.01.09	ROADWAY SHOULDER	CCDD	CCDD	0.228	SHEET 8 & 9
1.01.10	ROADWAY SHOULDER	CCDD	CCDD	0.037	SHEET 9
1.01.11	ROADWAY SHOULDER	CCDD	CCDD	0.156	SHEET 9
1.01.13	ROADWAY SHOULDER	CCDD	CCDD	0.104	SHEET 9
1.01.15	ROADWAY SHOULDER	CCDD	CCDD	0.046	SHEET 9
1.01.16	ROADWAY SHOULDER	CCDD	CCDD	0.020	SHEET 9
1.01.29	ROADWAY SHOULDER	CCDD	CCDD	0.737	SHEETS 5 & 7 & 8 & 9
1.01.30	ROADWAY SHOULDER	CCDD	CCDD	0.234	SHEETS 7 & 8
1.01.31	ROADWAY SHOULDER	CCDD	CCDD	0.164	SHEETS 7 & 9
1.01.32	ROADWAY SHOULDER	CCDD	CCDD	0.123	SHEET 9
1.02.01	ALLEY	CCDD	CCDD	0.339	SHEETS 5 & 7

TRACT MATRIX					
TRACT NUMBER	USAGE	OWNER	MAINTAINED BY	AREA (AC)	TRACT LOCATION
1.02.02	ALLEY	CCDD	CCDD	0.211	SHEET 7
1.02.03	ALLEY	CCDD	CCDD	0.194	SHEET 7
1.02.04	ALLEY	CCDD	CCDD	0.154	SHEET 7
1.02.06	ALLEY	CCDD	CCDD	0.282	SHEET 9
1.02.07	ALLEY	CCDD	CCDD	0.006	SHEET 9
1.03.01	BOOSTER PUMP STATION	ECDD	ECDD	0.115	SHEET 5
1.03.03	OPEN SPACE	CCDD	CCDD	0.030	SHEET 5
1.03.04	LIFT STATION	ECDD	ECDD	0.106	SHEET 7
1.03.05	FUTURE DEVELOPMENT	MATTAMY ORLANDO LLC	MATTAMY ORLANDO LLC	0.091	SHEET 7
1.04.01	STORMWATER	CCDD	CCDD	3.717	SHEET 8
1.04.02	STORMWATER	CCDD	CCDD	3.707	SHEETS 7 & 9
1.05.01	RECREATION	CROA	CROA	0.764	SHEET 9
1.05.02	RECREATION **	CCDD	CCDD	1.562	SHEETS 5 & 7
1.05.03	RECREATION	CROA	CROA	0.335	SHEET 7
1.05.08	STORMWATER	CCDD	CCDD	2.310	SHEET 8
1.05.09	STORMWATER **	CCDD	CCDD	2.685	SHEETS 7 & 9
1.05.12	RECREATION	CROA	CROA	0.364	SHEET 9
1.06.01	OPEN SPACE	CCDD	CCDD	1.460	SHEET 5
1.06.07	OPEN SPACE	CCDD	CCDD	0.031	SHEET 5
1.07.01	CONSERVATION	CCDD	CCDD	0.103	SHEET 5
1.07.02	CONSERVATION	CCDD	CCDD	0.045	SHEET 6
TOTAL				49.072	

* SEE NOTE 14 OF THE "INFORMATION NOTES" SHOWN ON SHEET 2
 ** INCLUDING MIXED-USE TRAIL OPEN TO PUBLIC

LOT MATRIX	
LOT NUMBER	AREA (AC)
1	0.155
2	0.134
3	0.137
4	0.144
5	0.145
6	0.145
7	0.106
8	0.106
9	0.106
10	0.106
11	0.106
12	0.133
13	0.160
14	0.083
15	0.083
16	0.106
17	0.105
18	0.083
19	0.083
20	0.166
21	0.105
22	0.097
23	0.107
24	0.168
25	0.081
26	0.059

LOT MATRIX	
LOT NUMBER	AREA (AC)
27	0.048
28	0.048
29	0.076
30	0.069
31	0.047
32	0.047
33	0.065
34	0.089
35	0.047
36	0.047
37	0.067
38	0.067
39	0.047
40	0.047
41	0.068
42	0.068
43	0.047
44	0.047
45	0.065
46	0.065
47	0.047
48	0.047
49	0.047
50	0.047
51	0.069
52	0.171

LOT MATRIX	
LOT NUMBER	AREA (AC)
53	0.102
54	0.101
55	0.101
56	0.101
57	0.101
58	0.101
59	0.101
60	0.102
61	0.121
62	0.094
63	0.059
64	0.058
65	0.071
66	0.071
67	0.058
68	0.058
69	0.071
70	0.126
71	0.059
72	0.059
73	0.109
74	0.085
75	0.058
76	0.058
77	0.058
78	0.071

LOT MATRIX	
LOT NUMBER	AREA (AC)
79	0.071
80	0.058
81	0.058
82	0.058
83	0.085
84	0.059
85	0.049
86	0.049
87	0.049
88	0.059
TOTAL	7.357

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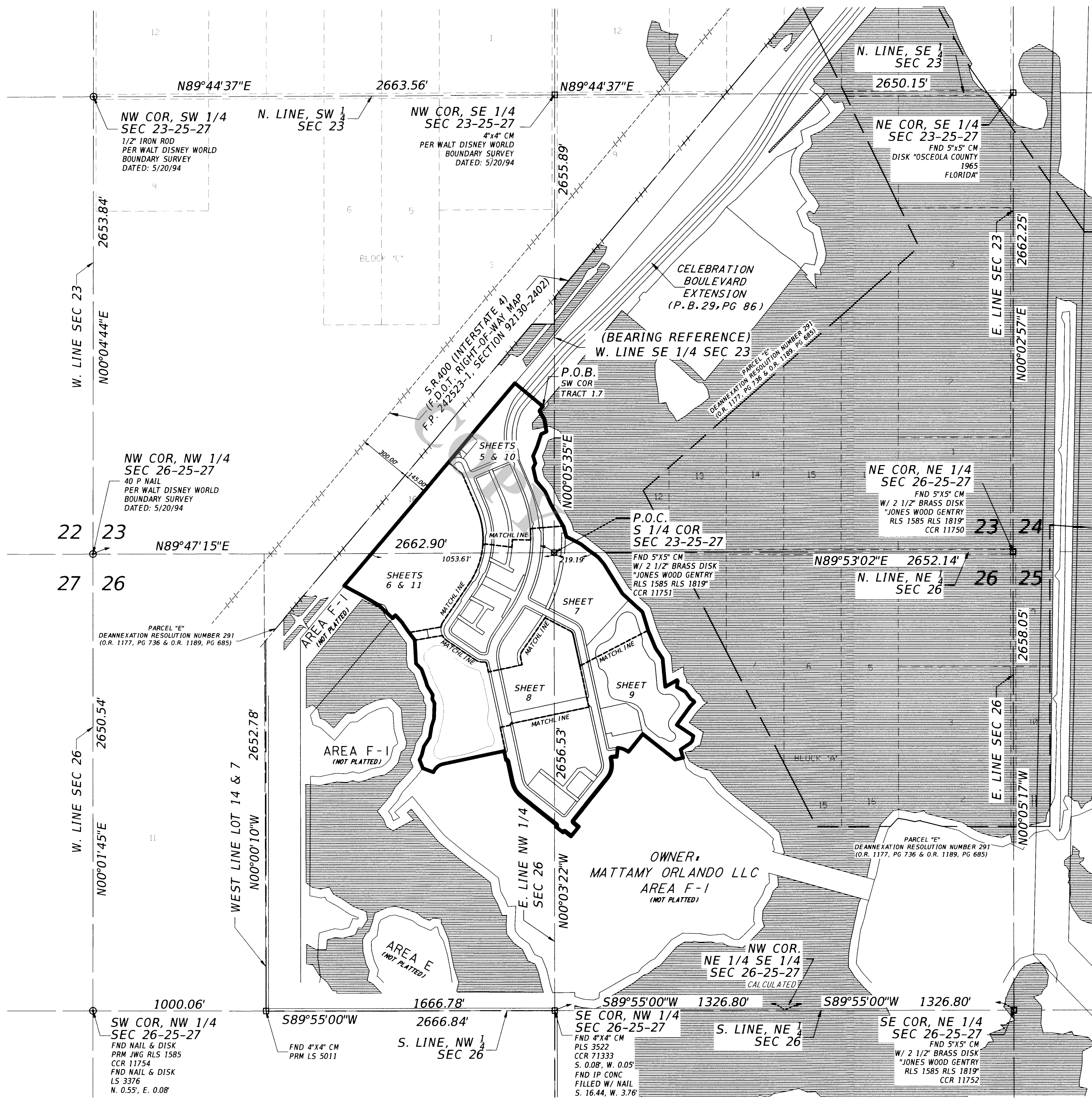
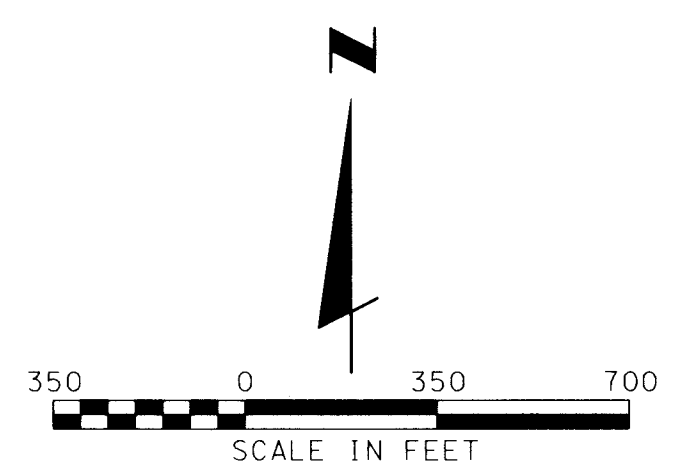
ATKINS NORTH AMERICA, INC.
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CELEBRATION ISLAND VILLAGE, PHASE 1A

IN PART BEING A REPLAT OF TRACTS 2.9 AND 3.0 WITHIN THE PLAT OF CELEBRATION BOULEVARD EXTENSION
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AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
OSCEOLA COUNTY, FLORIDA

LEGEND

- OA = OVERALL LINE LENGTH OR CURVE DATA
- PLS = PROFESSIONAL LAND SURVEYOR
- RLS = REGISTERED LAND SURVEYOR
- CCR = CERTIFIED CORNER RECORD
- W/ = WITH
- PRM COR = PERMANENT REFERENCE MONUMENT
- NO. = NUMBER
- JWG CO. = JONES, WOOD & GENTRY
- IP = COMPANY
- CONC = CONCRETE
- RRS = RAILROAD SPIKE
- OC SEC 26-25-27 = OSCEOLA COUNTY SECTION 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
- 40 P = FORTY PENNY
- F.P. = FINANCIAL PROJECT
- (R) = RADIAL LINE
- R = RADIUS
- Δ = DELTA (CENTRAL ANGLE)
- L = LENGTH
- L.A. = LIMITED ACCESS
- CB = CHORD BEARING
- CH = CHORD
- O.R. = OFFICIAL RECORDS BOOK
- PG = PAGES
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- PI = POINT OF INTERSECTION
- POC = POINT ON CURVE
- POT = POINT OF TERMINUS
- FND = FOUND
- CERT = CERTIFIED CORNER RECORD
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SEC = SECTION
- PCP = PERMANENT CONTROL POINT
- N & D = NAIL AND DISK
- CM/CONC MON = CONCRETE MONUMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W = RIGHT-OF-WAY
- EASMT = EASEMENT
- PL = SUBJECT PROPERTY LINE
- N.R. = NOT RADIAL.
- NT = NON-TANGENT CURVE
- SFWMWDM = SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WILDLIFE MANAGEMENT
- LS = LICENSE SURVEYOR
- DER = DEPARTMENT OF ENVIRONMENTAL REGULATION
- CA = CONSERVATION AREA
- CCDD = CELEBRATION COMMUNITY DEVELOPMENT DISTRICT
- ECDD = ENTERPRISE COMMUNITY DEVELOPMENT DISTRICT
- CROA = CELEBRATION RESIDENTIAL OWNERS ASSOCIATION
- OUC = ORLANDO UTILITIES COMMISSION
- ⊙ = PERMANENT REFERENCE MONUMENT (PRM) SET/RECOVERED 5/8" IRON BAR & CAP STAMPED "PRM PCP LB 024" (UNLESS OTHERWISE NOTED)
- = FOUND 4" x 4" CONCRETE MONUMENT WITH DISK STAMPED "PRM PCP LB 024" (UNLESS OTHERWISE NOTED)
- = LOT OR TRACT CORNER SET/RECOVERED 5/8" IRON BAR & CAP STAMPED "PRM PCP LB 024" (UNLESS OTHERWISE NOTED)
- = PERMANENT CONTROL POINT (PCP) SET MAG NAIL & DISK STAMPED "PRM PCP LB 024" (UNLESS OTHERWISE NOTED)
- △(E) = SEE PLAT NOTE E.1 ON SHEET 2 (TYPICAL) (EXISTING EASEMENT)
- △(F) = SEE PLAT NOTE F.6 ON SHEET 2 (TYPICAL) (EXISTING EASEMENT)
- U.E.#9 = SEE PLAT EASEMENT AND RESERVATION NOTES NOTE#9 ON SHEET 2 (TYPICAL) (RESERVED EASEMENT)
- A.E.#13 = SEE PLAT EASEMENT AND RESERVATION NOTES NOTE#13 ON SHEET 2 (RESERVED EASEMENT)
- +---+---+ = LIMITED ACCESS RIGHT-OF-WAY
- = SECTION LINE
- - - - - = MATCH LINE
- ▨ = WETLAND LIMITS



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KEY MAP

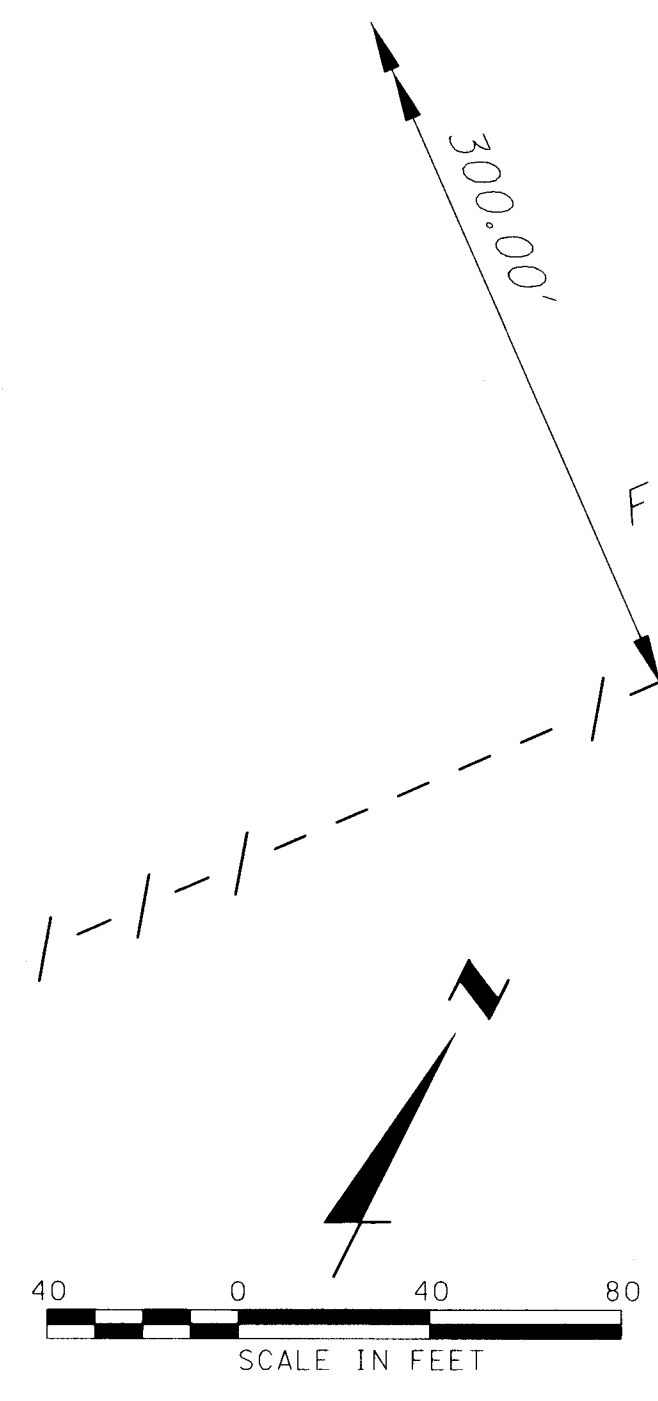
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OSCEOLA COUNTY, FLORIDA

S.R. 400 (INTERSTATE 4)
(F.D.O.T. RIGHT-OF-WAY MAP
F.P. 242523-1, SECTION 92130-2402)
L.A. R/W

NOTE: SEE SHEET 10 FOR
EXISTING EASEMENTS
& EASEMENT DETAILS

EASTERLY LINE
OUC EASEMENT
(O.R. 1189, PG 602)



TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L52	14.14	N17°14'28"E
L53	14.14	S17°14'28"W
L63	12.44	S27°58'37"W
L64	21.45	N39°57'22"E

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C49	21.26	115.50	10°32'53"	N27°13'04"W	21.23
C50	25.26	84.50	17°07'45"	N23°55'38"W	25.17
C51	81.07	204.50	22°42'54"	N28°35'55"E	80.54
C52	71.36	180.00	22°42'54"	S28°35'55"W	70.90
C71	3.39	6.50	29°50'28"	S13°03'23"W	3.35
C72	2.78	5.00	31°48'46"	S12°04'14"W	2.74
C73	48.02	23.50	117°04'33"	S81°30'21"E	40.09

TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L75	40.04'	S17°14'28"W
L76	14.14'	S17°14'28"W
L77	21.45'	S39°57'22"W
L78	6.36'	S39°57'22"W
L79	10.00'	S39°57'22"W
L80	20.00'	S50°02'38"E
L81	10.00'	N67°00'46"E
L82	10.00'	N67°00'46"E
L90	5.46'	N37°59'49"E
L91	7.88'	N06°38'01"W
L92	5.27'	N52°04'32"W
L106	15.00'	S50°02'38"E

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C88	99.11'	250.00'	22°42'55"	S28°35'55"W	98.47'
C89	93.36'	235.50'	22°42'54"	S28°35'55"W	92.75'
C90	8.44'	130.00'	3°43'16"	S17°13'24"E	8.44'
C91	31.52'	22.00'	82°05'41"	S25°57'53"W	28.89'
C92	2.63'	15.00'	10°02'01"	N28°00'15"W	2.62'
C93	21.05'	15.00'	80°24'06"	N72°47'07"W	19.37'
C94	26.14'	50.50'	29°39'27"	N37°47'48"W	25.85'
C95	8.08'	5.00'	92°34'54"	S06°20'05"E	7.23'
C96	23.90'	50.50'	27°07'14"	N66°11'09"W	23.68'
C97	53.15'	50.50'	60°17'51"	S70°06'18"W	50.73'
C98	5.26'	5.00'	60°17'51"	S70°06'18"W	5.02'
C99	23.56'	15.00'	90°00'00"	N22°00'46"E	21.21'
C112	4.93'	6.50'	43°29'10"	N16°15'14"E	4.82'
C113	3.89'	5.00'	44°37'50"	N15°40'54"E	3.80'
C114	3.97'	5.00'	45°26'31"	N29°21'16"W	3.86'
C115	5.01'	6.50'	44°11'15"	N29°58'55"W	4.89'
C116	8.11'	8.50'	54°40'15"	N04°20'55"E	7.81'
C117	50.50'	20.00'	144°40'15"	N40°39'07"W	38.11'

CENTERLINE LINE TABLE		
LINE #	LENGTH	BEARING
L65	14.14'	S17°14'28"W
L69	3.12'	S22°59'14"E
L128	21.45'	N39°57'22"E
L129	15.46'	S13°41'00"E
L130	18.00'	S22°59'14"E

CENTERLINE CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C75	28.01'	100.00'	16°02'56"	S23°23'14"E	27.92'
C76	1.89'	100.00'	1°04'49"	S31°57'06"E	1.89'
C77	18.55'	100.00'	10°37'34"	S27°10'43"E	18.52'
C80	75.60'	37.00'	117°04'33"	S81°30'21"E	63.12'

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C229	11.59'	130.00'	5°06'36"	S21°38'07"E	11.59'
C230	12.51'	140.00'	5°07'06"	N21°59'20"W	12.50'

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MATCHLINE
SEE SHEET 6

MATCHLINE
SEE SHEET 7

MATCHLINE
SEE SHEET 7

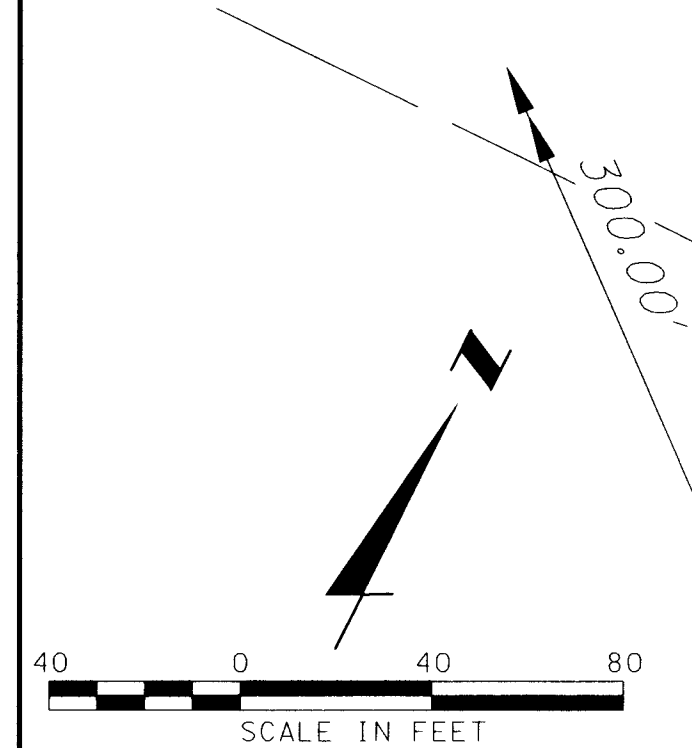
NOT PLATTED
PARCEL 3
(SFWMDWM CA)
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1125, PG 1165)
AMENDED (O.R. 1219, PG 2559)
FLORIDA DER WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1154, PG 648)
QUIT CLAIM DEED (O.R. 1459, PG 1581)

LOT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C118	2.96'	526.50'	0°19'18"	S22°49'35"E	2.96'
C119	30.46'	526.50'	3°18'54"	S21°00'29"E	30.46'
C120	24.01'	526.50'	2°36'46"	S18°02'39"E	24.01'
C121	24.01'	526.50'	2°36'46"	S15°25'54"E	24.01'
C122	30.00'	526.50'	3°15'51"	S12°29'35"E	29.99'
C123	30.00'	526.50'	3°15'51"	S09°13'44"E	29.99'
C124	24.01'	526.50'	2°36'46"	S06°17'25"E	24.01'
C125	24.01'	526.50'	2°36'46"	S03°40'40"E	24.01'
C126	29.39'	526.50'	3°11'53"	S00°46'21"E	29.38'
C127	29.39'	526.50'	3°11'53"	S02°25'32"W	29.38'
C135	38.11'	612.50'	3°33'54"	N02°36'33"E	38.10'
C136	38.11'	612.50'	3°33'54"	N00°57'21"W	38.10'
C137	24.01'	612.50'	2°14'44"	N03°51'41"W	24.00'
C138	24.01'	612.50'	2°14'44"	N06°06'25"W	24.00'
C139	38.82'	612.50'	3°37'53"	N09°02'43"W	38.81'
C140	38.82'	612.50'	3°37'53"	N12°40'36"W	38.81'
C141	24.01'	612.50'	2°14'44"	N15°36'54"W	24.00'

LOT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C142	24.01'	612.50'	2°14'44"	N17°51'38"W	24.00'
C143	35.15'	612.50'	3°17'18"	N20°37'40"W	35.15'
C144	7.65'	612.50'	0°42'56"	N22°37'46"W	7.65'
C145	15.27'	632.50'	1°23'01"	S22°17'44"E	15.27'
C146	54.58'	632.50'	4°56'41"	S19°07'53"E	54.57'
C147	55.02'	632.50'	4°59'01"	S14°10'02"E	55.00'
C148	55.02'	632.50'	4°59'01"	S09°11'01"E	55.00'
C149	40.01'	632.50'	3°37'26"	S04°52'48"E	40.00'
C150	40.01'	632.50'	3°37'26"	S01°15'21"E	40.00'
C151	40.01'	632.50'	3°37'26"	S02°22'05"W	40.00'
C159	46.71'	738.50'	3°37'26"	N02°22'05"E	46.70'
C160	46.71'	738.50'	3°37'26"	N01°15'21"W	46.70'
C161	46.71'	738.50'	3°37'26"	N04°52'48"W	46.70'
C162	64.24'	738.50'	4°59'01"	N09°11'01"W	64.22'
C163	64.24'	738.50'	4°59'01"	N14°10'02"W	64.22'
C164	63.73'	738.50'	4°56'41"	N19°07'53"W	63.71'
C165	17.83'	738.50'	1°23'01"	N22°17'44"W	17.83'

CELEBRATION ISLAND VILLAGE, PHASE 1A

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AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
OSCEOLA COUNTY, FLORIDA



S.R.400 (INTERSTATE 4)
(F.D.O.T. RIGHT-OF-WAY MAP
F.P. 242523-1, SECTION 92130-2402)
L.A. R/W

NOTE: SEE SHEET 11 FOR
EXISTING EASEMENTS
& EASEMENT DETAILS

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C63	30.34'	79.60'	21°50'13"	N20°29'07"E	30.15'

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C177	20.06'	25.00'	45°58'09"	N50°20'06"W	19.52'
C178	12.35'	25.00'	28°18'32"	N77°51'47"W	12.23'

COPY

AREA F-1
NOT PLATTED

BOUNDARY OF PARCEL 6
(O.R. 1459, PG 1581)

PARCEL 6
(SFWMDWM CA)
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,
WILD LIFE MANAGEMENT
CONSERVATION AREA
(O.R. 1125, PG 1165)
AMENDED (O.R. 1219, PG 2559)
FLORIDA DER WILD LIFE MANAGEMENT
CONSERVATION AREA (O.R. 1154, PG 648)
QUIT CLAIM DEED (O.R. 1459, PG 1581)

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE NO. LB 24
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MATCHLINE
SEE SHEET 5

MATCHLINE
SEE SHEET 7

MATCHLINE
SEE SHEET 7

CELEBRATION ISLAND VILLAGE, PHASE 1A

IN PART BEING A REPLAT OF TRACTS 2.9 AND 3.0 WITHIN THE PLAT OF CELEBRATION BOULEVARD EXTENSION
PLAT BOOK 29, PAGES 86 - 94, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA
AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST

PLAT BOOK 29 PAGE 157

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C187	63.54	811.50	4°29'11"	N2°19'58"W
C188	39.30	811.50	2°46'29"	N1°17'52"E
C189	39.07	811.50	2°45'29"	N4°03'51"E
C190	39.07	811.50	2°45'30"	N6°49'21"E
C191	39.07	811.50	2°45'30"	N9°34'51"E
C192	39.07	811.50	2°45'31"	N12°20'22"E
C193	39.07	811.50	2°45'32"	N15°05'53"E
C194	39.09	811.50	2°45'36"	N17°51'27"E
C195	39.24	811.50	2°46'14"	N20°37'22"E
C196	44.77	811.50	3°09'39"	N23°35'18"E
C197	54.67	917.50	3°24'49"	S2°34'25"W
C198	44.37	917.50	2°46'14"	S20°37'22"W
C199	44.20	917.50	2°45'36"	S17°51'27"W
C200	44.18	917.50	2°45'32"	S15°05'53"W
C201	44.17	917.50	2°45'31"	S12°20'22"W
C202	44.17	917.50	2°45'30"	S9°34'51"W
C203	44.17	917.50	2°45'30"	S6°49'21"W

CENTERLINE CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C78	32.59	202.00	9°14'37"	S7°22'18"E
C79	34.58	53.50	37°02'02"	S74°13'58"E
C81	18.50	927.50	1°08'34"	S26°47'12"W
C82	48.46	60.00	46°16'39"	S11°08'43"W
C83	52.78	60.00	50°24'13"	S37°26'24"E

TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L93	12.94	N62°38'27"W
L94	12.82	N62°38'27"W
L96	12.59	S62°38'27"E
L97	12.59	S62°38'27"E
L98	12.50	S55°42'57"E
L99	12.50	S55°42'57"E

TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L83	10.94	S53°11'52"W
L84	11.45	S02°27'07"W
L85	10.07	S34°17'03"E
L86	10.07	N34°17'03"E
L87	10.00	N34°17'03"E
L88	10.00	S34°17'03"W
L89	12.30	N87°15'01"E

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C74	38.64	526.50	4°12'18"	N32°10'54"E
C128	24.01	526.50	2°36'46"	S05°19'51"W
C129	24.01	526.50	2°36'46"	S07°56'37"W
C130	29.87	526.50	3°15'01"	S10°52'31"W
C131	19.98	11.00	104°02'56"	N65°20'05"E
C132	47.33	612.50	4°25'38"	N11°05'48"E
C133	24.01	612.50	2°14'44"	N07°45'36"E
C134	24.01	612.50	2°14'44"	N05°30'52"E
C151	40.01	632.50	3°37'26"	S02°22'05"W
C152	40.01	632.50	3°37'26"	S05°59'31"W
C153	40.01	632.50	3°37'26"	S09°36'57"W
C154	31.09	632.50	2°48'58"	S12°50'10"W
C155	14.78	11.00	76°58'11"	S24°14'27"E

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C156	69.56	738.50	5°23'49"	N14°07'35"E
C157	46.71	738.50	3°37'26"	N09°36'57"E
C158	46.71	738.50	3°37'26"	N05°59'31"E
C159	46.71	738.50	3°37'26"	N02°22'05"E
C166	90.93	526.50	9°53'42"	S19°41'19"W
C168	18.61	11.00	96°55'30"	N14°10'42"W
C169	15.95	11.00	83°04'30"	S75°49'18"W
C170	17.28	11.00	90°00'00"	N9°17'03"E
C171	17.28	11.00	90°00'00"	S10°42'57"E
C172	25.79	238.50	6°11'43"	N31°11'11"E
C173	32.99	21.00	90°00'00"	S10°42'57"E
C174	14.87	23.00	37°02'02"	S74°13'58"E
C176	91.75	238.50	22°02'32"	N17°03'28"E

LOT LINE TABLE		
LINE #	LENGTH	BEARING
L95	10.13	S62°38'27"E
L100	21.92	N62°38'27"W
L101	10.60	N55°42'57"W
L102	12.22	N87°15'01"E

TRACT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	21.29	117.04	10°25'17"	N64°46'47"E
C35	25.51	29.00	50°24'13"	S37°26'24"E
C36	36.51	41.50	50°24'13"	N37°26'24"W
C38	28.80	178.50	9°14'37"	S7°22'18"E
C39	26.70	165.50	9°14'37"	S7°22'18"E
C40	58.95	798.50	4°13'48"	S32°10'09"W
C41	67.09	811.50	4°44'12"	S31°54'57"W
C42	30.47	20.00	87°18'14"	S73°42'22"W
C43	56.54	70.00	46°16'39"	N11°08'43"E
C44	40.38	50.00	46°16'39"	S11°08'43"W
C45	12.50	917.50	0°46'51"	S25°48'44"W
C46	30.47	20.00	87°18'14"	N18°59'24"W
C47	8.59	8.00	61°33'07"	N33°47'59"W
C48	5.82	5.50	60°39'27"	N34°14'49"W
C53	12.50	937.50	0°45'51"	N25°50'43"E
C54	80.05	91.00	50°24'13"	N37°26'24"W
C55	69.06	78.50	50°24'13"	N37°26'24"W

TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L106	12.28	N34°17'03"E
L107	10.19	N34°17'03"E
L108	44.06	N11°59'37"W
L109	32.52	S11°59'37"E
L110	6.69	S11°59'37"E
L111	5.71	S34°17'03"W

TRACT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C59	28.19	20.00	80°45'23"	S52°22'18"E
C60	14.09	10.00	80°45'23"	N52°22'18"W
C61	41.69	64.50	37°02'02"	S74°13'58"E
C62	49.77	77.00	37°02'02"	N74°13'58"W
C63	30.34	79.60	21°50'13"	N20°29'07"E
C64	2.64	5.00	30°11'49"	S19°11'08"W
C65	3.43	6.50	30°11'49"	S19°11'08"W
C66	17.97	477.00	2°09'29"	S33°12'18"W
C67	3.38	6.50	29°48'51"	S47°01'59"W
C68	2.76	5.00	31°35'37"	S46°08'36"E
C69	3.39	6.50	29°50'57"	S7°25'49"W
C70	3.59	6.50	31°40'42"	S8°20'41"W

TRACT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C100	10.34	514.00	1°09'08"	N12°42'23"E
C101	10.28	514.00	1°08'47"	N13°51'21"E
C102	71.33	514.00	7°57'03"	S18°24'16"W
C103	3.50	6.50	30°49'05"	S37°47'20"W
C104	2.54	5.00	29°06'25"	S38°38'39"W
C105	57.69	507.00	6°31'10"	S27°10'22"W
C106	2.46	5.00	28°09'29"	S16°31'52"W
C107	3.39	6.50	29°54'38"	S17°24'26"W
C108	17.24	514.00	1°55'18"	S33°19'24"W
C109	52.62	33.50	90°00'00"	S10°42'57"E
C110	22.95	35.50	37°02'02"	S74°13'58"E
C111	28.31	20.00	81°05'44"	N46°42'09"E
C167	50.02	526.50	5°26'36"	S27°21'27"W
C175	9.92	7.00	81°12'49"	N46°38'36"E
C179	50.86	79.44	36°41'06"	S08°46'32"E
C180	39.65	79.44	28°35'52"	S41°25'01"E

TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L1	9.76	N67°46'33"E
L40	12.59	S34°17'03"W
L42	12.59	N34°17'03"E
L43	10.07	S62°38'31"E
L44	10.07	S62°38'31"E
L45	10.00	S77°49'19"W
L46	10.00	S77°49'19"W
L47	12.87	N27°30'40"W
L48	10.00	S62°38'31"E
L49	10.00	S62°38'31"E
L51	1.17	N64°34'32"W
L58	11.16	N87°15'01"E
L59	8.52	S87°15'01"W
L60	12.80	S4°05'14"W
L61	10.55	S61°56'25"W
L62	10.11	S7°29'40"E
L122	39.21	S11°59'37"E
L124	16.59	S24°02'11"W

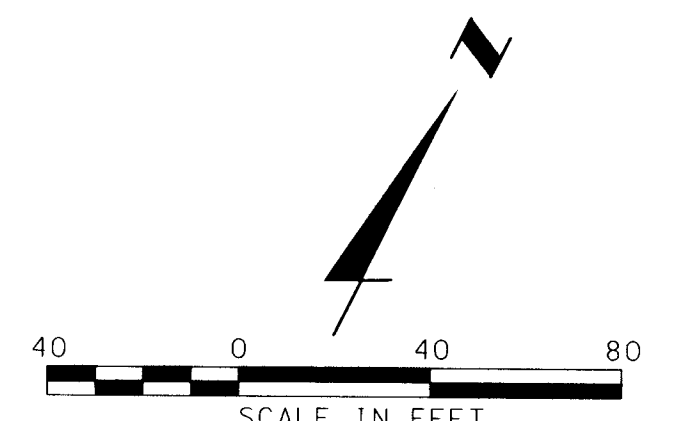
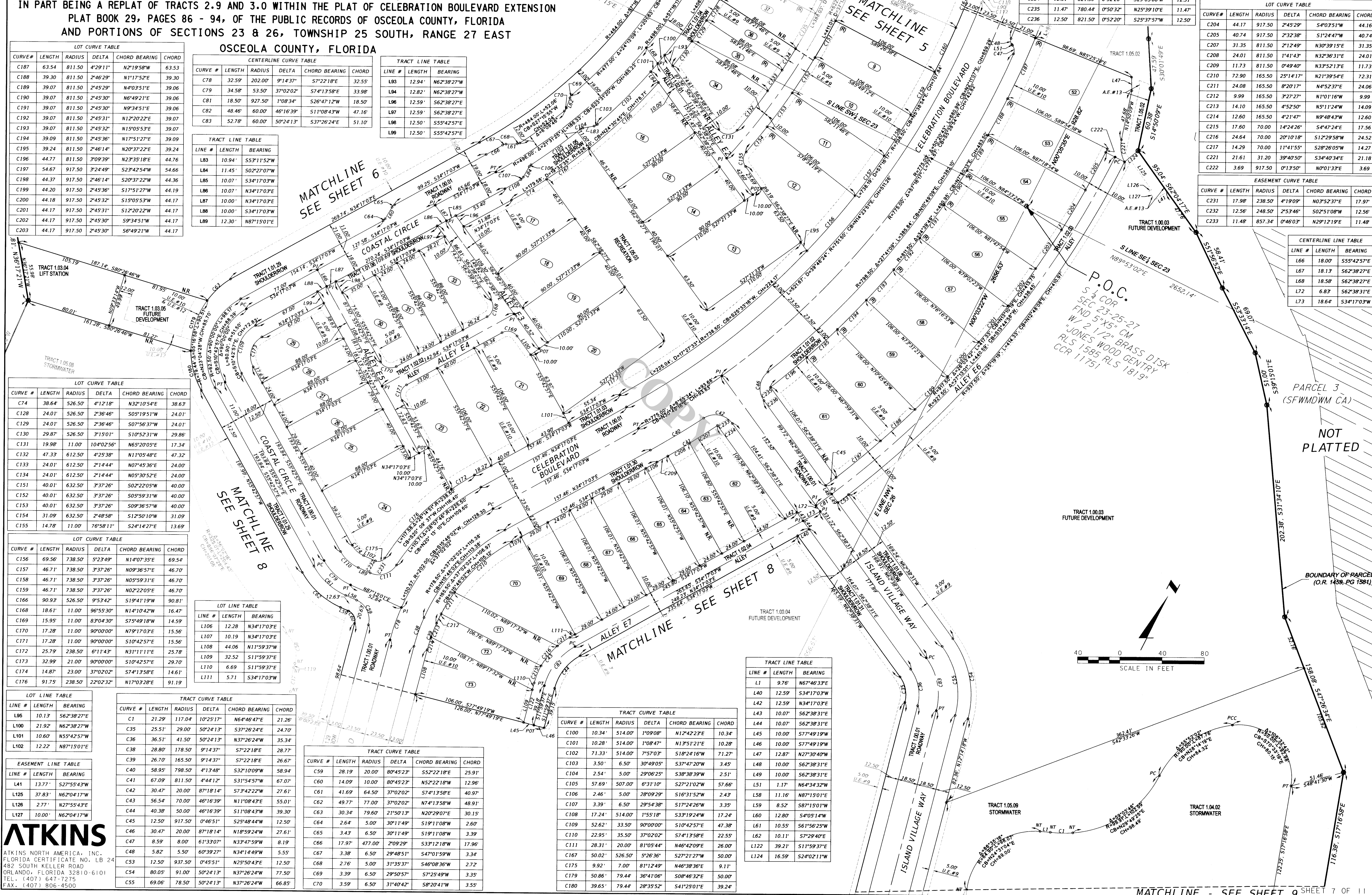
EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C234	12.51	821.50	0°52'20"	S29°05'08"W	12.51
C235	11.47	780.44	0°50'32"	N25°39'10"E	11.47
C236	12.50	821.50	0°52'20"	S25°37'57"W	12.50

LOT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C204	44.17	917.50	2°45'29"	S4°03'51"W
C205	40.74	917.50	2°32'38"	S1°24'47"W
C207	31.35	811.50	2°12'49"	N30°39'15"E
C208	24.01	811.50	1°41'43"	N32°36'31"E
C209	11.73	811.50	0°49'40"	N33°52'13"E
C210	72.90	165.50	25°14'17"	N21°39'54"E
C211	24.08	165.50	8°20'17"	N4°52'37"E
C212	9.99	165.50	3°27'27"	N1°01'16"W
C213	14.10	165.50	4°52'50"	N5°11'24"W
C214	12.60	165.50	4°21'47"	N9°48'43"W
C215	17.60	165.50	14°24'26"	S4°47'24"E
C216	24.64	70.00	20°10'18"	S12°29'58"W
C217	14.29	70.00	11°41'55"	S28°26'05"W
C221	21.61	31.00	39°40'50"	S34°40'34"E
C222	3.69	917.50	0°13'50"	N0°01'33"E

EASEMENT CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C231	17.98	238.50	4°19'09"	N03°52'37"E
C232	12.56	248.50	2°53'46"	S02°51'08"W
C233	11.48	857.34	0°46'03"	N29°12'19"E

CENTERLINE LINE TABLE		
LINE #	LENGTH	BEARING
L66	18.00	S55°42'57"E
L67	18.13	S62°38'27"E
L68	18.58	S62°38'27"E
L72	6.83	S62°38'31"E
L73	18.64	S34°17'03"W

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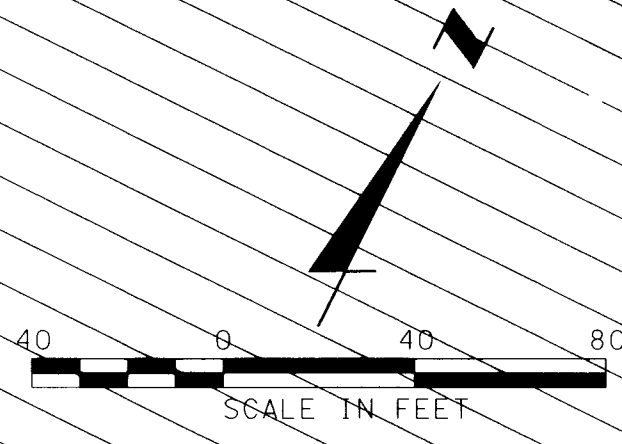
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BOUNDARY OF PARCEL (O.R. 1458, PG. 1584)

MATCHLINE - SEE SHEET 9 SHEET 7 OF 11

CELEBRATION ISLAND VILLAGE, PHASE 1A

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PARCEL 6
(SFWMDWM CA)
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1125, PG 1165)
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FLORIDA DER WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1154, PG 648)
QUIT CLAIM DEED (O.R. 1459, PG 1581)

AREA F-1
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BOUNDARY
PARCEL 6
(O.R. 1459,
PG 1581)

AREA F-1
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MATCHLINE
SEE SHEET 7

MATCHLINE
SEE SHEET 7

MATCHLINE - SEE SHEET 9

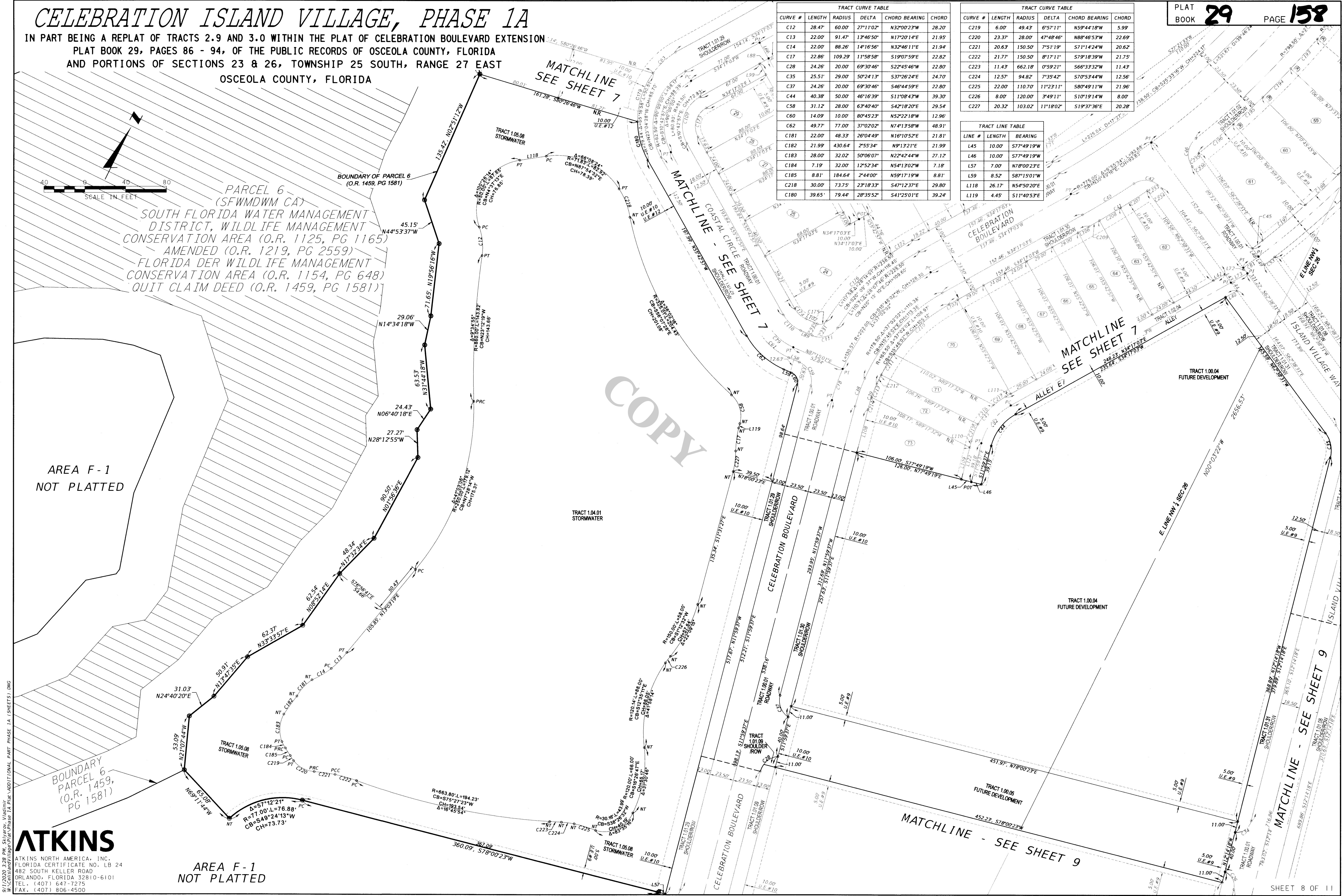
MATCHLINE - SEE SHEET 9

COPY

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C12	28.47	60.00	27°11'02"	N32°00'23"W	28.20
C13	22.00	91.47	13°46'50"	N17°20'14"E	21.95
C14	22.00	88.26	14°16'56"	N32°46'11"E	21.94
C17	22.86	109.29	11°58'58"	S19°07'59"E	22.82
C28	24.26	20.00	69°30'46"	S22°45'46"W	22.80
C35	25.51	29.00	50°24'13"	S37°26'24"E	24.70
C37	24.26	20.00	69°30'46"	S46°44'59"E	22.80
C44	40.38	50.00	46°16'39"	S11°08'43"W	39.30
C58	31.12	28.00	63°40'40"	S42°18'20"E	29.54
C60	14.09	10.00	80°45'23"	N52°22'18"W	12.96
C62	49.77	77.00	37°02'20"	N74°13'58"W	48.91
C181	22.00	48.33	26°04'49"	N16°10'52"E	21.81
C182	21.99	430.64	2°55'34"	N9°13'21"E	21.99
C183	28.00	32.02	50°06'07"	N22°42'44"W	27.12
C184	7.19	32.00	12°52'34"	N54°13'02"W	7.18
C185	8.81	184.64	2°44'00"	N59°17'19"W	8.81
C188	30.00	73.75	23°18'33"	S47°12'37"E	29.80
C180	39.65	79.44	28°35'52"	S41°25'01"E	39.24

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C219	6.00	49.43	6°57'11"	N59°44'18"W	5.99
C220	23.37	28.00	47°48'46"	N88°46'53"W	22.69
C221	20.63	150.50	7°51'19"	S71°14'24"W	20.62
C222	21.77	150.50	8°17'11"	S79°18'39"W	21.75
C223	11.43	662.18	0°59'21"	S66°33'32"W	11.43
C224	12.57	94.82	7°35'42"	S70°53'44"W	12.56
C225	22.00	110.70	11°23'11"	S80°49'11"W	21.96
C226	8.00	120.00	3°49'11"	S10°19'14"W	8.00
C227	20.32	103.02	11°18'02"	S19°37'36"E	20.28

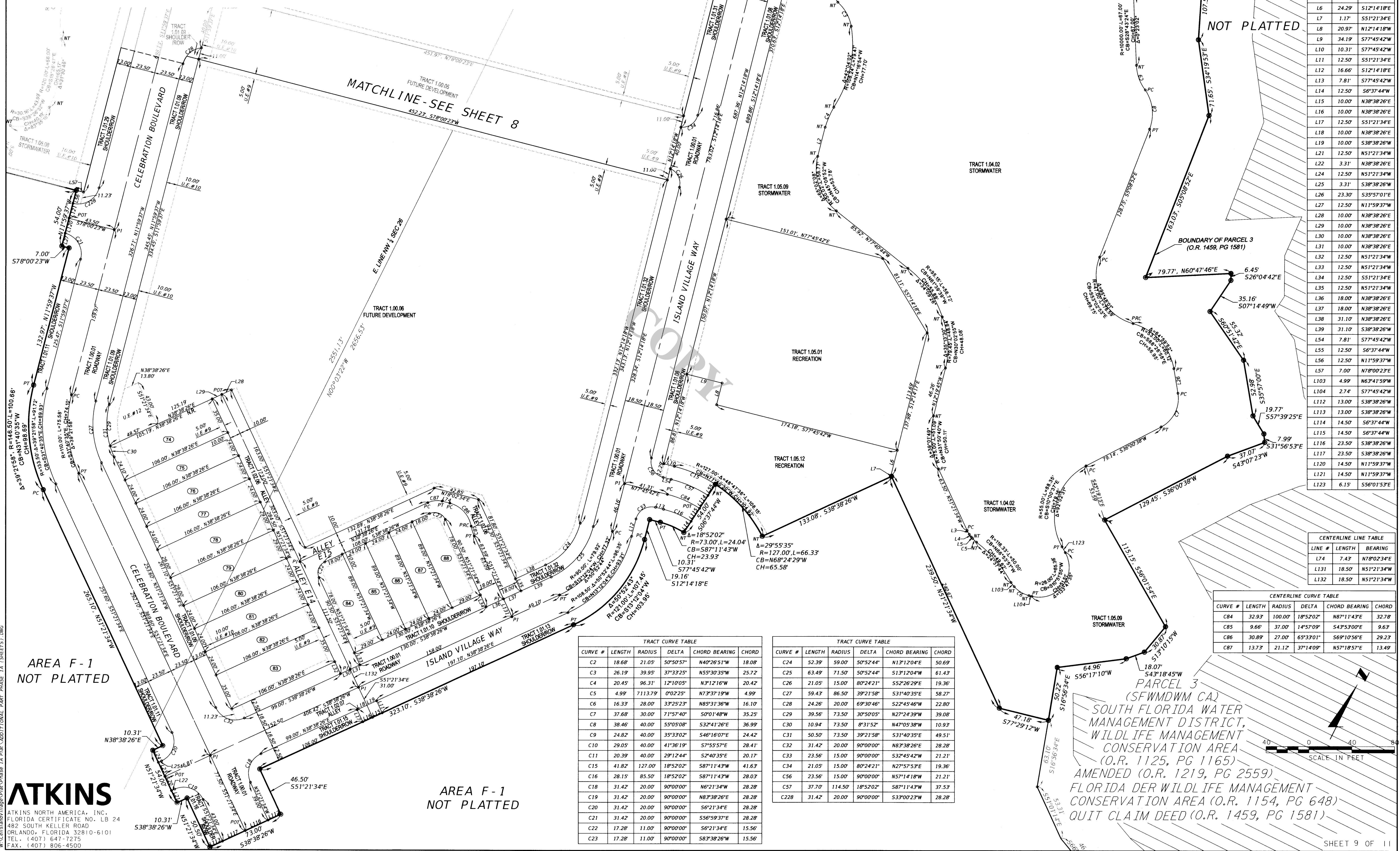
TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L45	10.00	S77°49'19"W
L46	10.00	S77°49'19"W
L57	7.00	N78°00'23"E
L59	8.52	S87°15'01"W
L118	26.17	N54°50'20"E
L119	4.45	S11°40'53"E



CELEBRATION ISLAND VILLAGE, PHASE 1A

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PLAT BOOK 29, PAGES 86 - 94, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA
AND PORTIONS OF SECTIONS 23 & 26, TOWNSHIP 25 SOUTH, RANGE 27 EAST
OSCEOLA COUNTY, FLORIDA

PLAT BOOK **29** PAGE **159**



TRACT LINE TABLE		
LINE #	LENGTH	BEARING
L2	28.19	N12°14'26"W
L3	4.15	N55°19'44"W
L4	3.11	N62°15'53"W
L5	1.89	N67°02'22"W
L6	24.29	S12°14'18"E
L7	1.17	S51°21'34"E
L8	20.97	N12°14'18"W
L9	34.19	S77°45'42"W
L10	10.31	S77°45'42"W
L11	12.50	S51°21'34"E
L12	16.66	S12°14'18"E
L13	7.81	S77°45'42"W
L14	12.50	S6°37'44"W
L15	10.00	N38°38'26"E
L16	10.00	N38°38'26"E
L17	12.50	S51°21'34"E
L18	10.00	N38°38'26"E
L19	10.00	S38°38'26"W
L20	12.50	N51°21'34"W
L21	12.50	N38°38'26"E
L22	3.31	N38°38'26"E
L23	12.50	N51°21'34"W
L24	12.50	N51°21'34"W
L25	3.31	S38°38'26"W
L26	23.30	S35°57'01"E
L27	12.50	N11°59'37"W
L28	10.00	N38°38'26"E
L29	10.00	N38°38'26"E
L30	10.00	N38°38'26"E
L31	10.00	N38°38'26"E
L32	12.50	N51°21'34"W
L33	12.50	N51°21'34"W
L34	12.50	S51°21'34"E
L35	12.50	N51°21'34"W
L36	18.00	N38°38'26"E
L37	18.00	N38°38'26"E
L38	31.10	N38°38'26"E
L39	31.10	S38°38'26"W
L40	7.81	S77°45'42"W
L41	12.50	S6°37'44"W
L42	12.50	N11°59'37"W
L43	7.00	N78°00'23"E
L44	2.74	S77°45'42"W
L45	13.00	S38°38'26"W
L46	13.00	S38°38'26"W
L47	14.50	S6°37'44"W
L48	14.50	S6°37'44"W
L49	23.50	S38°38'26"W
L50	14.50	N11°59'37"W
L51	14.50	N11°59'37"W
L52	6.15	S56°01'53"E

CENTERLINE LINE TABLE		
LINE #	LENGTH	BEARING
L74	7.43	N78°02'34"E
L131	18.50	N51°21'34"W
L132	18.50	N51°21'34"W

CENTERLINE CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING
C84	32.93	100.00	18°52'02"	N87°11'43"E
C85	9.66	37.00	14°57'09"	S43°53'00"E
C86	30.89	27.00	65°33'01"	S69°10'56"E
C87	13.73	21.12	37°14'09"	N57°18'57"E

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C2	18.68	21.05	50°50'57"	N40°26'51"W	18.08
C3	26.19	39.95	37°33'25"	N55°30'35"W	25.72
C4	20.45	96.31	12°10'05"	N3°12'16"W	20.42
C5	4.99	7113.79	0°02'25"	N7°37'19"W	4.99
C6	16.33	28.00	33°25'23"	N85°31'36"W	16.10
C7	37.68	30.00	71°57'40"	S0°01'48"W	35.25
C8	38.46	40.00	55°05'08"	S32°41'26"E	36.99
C9	24.82	40.00	35°33'02"	S46°16'07"E	24.42
C10	29.05	40.00	41°36'19"	S7°55'57"E	28.41
C11	20.39	40.00	29°12'44"	S2°40'35"E	20.17
C15	41.82	127.00	18°52'02"	S87°11'43"W	41.63
C16	28.15	85.50	18°52'02"	S87°11'43"W	28.03
C18	31.42	20.00	90°00'00"	N6°21'34"W	28.28
C19	31.42	20.00	90°00'00"	N8°38'26"E	28.28
C20	31.42	20.00	90°00'00"	S6°21'34"E	28.28
C21	31.42	20.00	90°00'00"	S56°59'37"E	28.28
C22	17.28	11.00	90°00'00"	S6°21'34"E	15.56
C23	17.28	11.00	90°00'00"	S8°38'26"W	15.56

TRACT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C24	52.39	59.00	50°52'44"	N13°12'04"E	50.69
C25	63.49	71.50	50°52'44"	S13°12'04"W	61.43
C26	21.05	15.00	80°24'21"	S52°26'29"E	19.36
C27	59.43	86.50	39°21'58"	S31°40'35"E	58.27
C28	24.26	20.00	69°30'46"	S22°45'46"W	22.80
C29	39.56	73.50	30°50'05"	N27°24'39"W	39.08
C30	10.94	73.50	8°31'52"	N47°05'38"W	10.93
C31	50.50	73.50	39°21'58"	S31°40'35"E	49.51
C32	31.42	20.00	90°00'00"	N8°38'26"E	28.28
C33	23.56	15.00	90°00'00"	S32°45'42"W	21.21
C34	21.05	15.00	80°24'21"	N27°57'53"E	19.36
C56	23.56	15.00	90°00'00"	N57°14'18"W	21.21
C57	37.70	114.50	18°52'02"	S87°11'43"W	37.53
C228	31.42	20.00	90°00'00"	S33°00'23"W	28.28

AREA F-1 NOT PLATTED

AREA F-1 NOT PLATTED

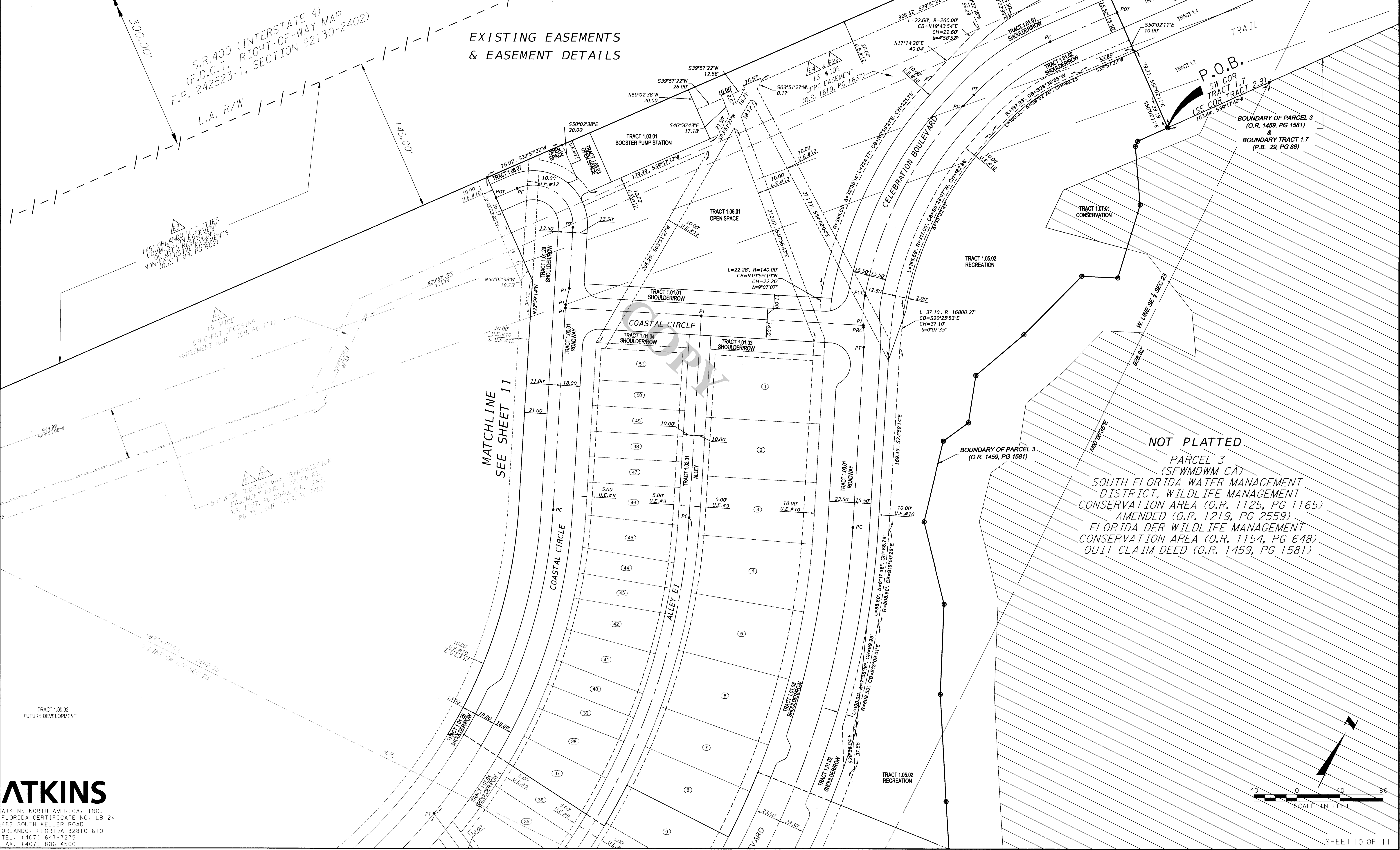
PARCEL 3 (SFWMDM CA) SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WILDLIFE MANAGEMENT CONSERVATION AREA (O.R. 1125, PG 1165) AMENDED (O.R. 1219, PG 2559) FLORIDA DER WILDLIFE MANAGEMENT CONSERVATION AREA (O.R. 1154, PG 648) QUIT CLAIM DEED (O.R. 1459, PG 1581)

ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE NO. LB 24
482 SOUTH KELLER ROAD
ORLANDO, FLORIDA 32810-6101
TEL. (407) 647-7275
FAX. (407) 806-4500



CELEBRATION ISLAND VILLAGE, PHASE 1A

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OSCEOLA COUNTY, FLORIDA



S.R.400 (INTERSTATE 4)
(F.D.O.T. RIGHT-OF-WAY MAP
F.P. 242523-1, SECTION 92130-2402)

EXISTING EASEMENTS
& EASEMENT DETAILS

15' ORLANDO UTILITIES
COMBINED EASEMENT
FOR WATER, SEWER,
& GAS (O.R. 1189, PG 602)

15' WIDE
GFPD-FGT CROSSING
AGREEMENT (O.R. 1309, PG 111)

50' WIDE FLORIDA GAS TRANSMISSION
EASEMENT (O.R. 1172, PG 62,
O.R. 1197, PG 206, O.R. 1263,
PG 731, O.R. 1263, PG 745)

MATCHLINE
SEE SHEET 11

NOT PLATTED
PARCEL 3
(SFWMDWM CA)
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1125, PG 1165)
AMENDED (O.R. 1219, PG 2559)
FLORIDA DER WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1154, PG 648)
QUIT CLAIM DEED (O.R. 1459, PG 1581)

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CELEBRATION ISLAND VILLAGE, PHASE 1A

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EXISTING EASEMENTS
& EASEMENT DETAILS

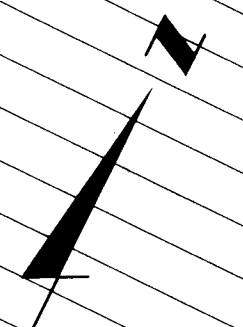
S.R. 400 (INTERSTATE 4)
(F.D.O.T. RIGHT-OF-WAY MAP
F.P. 242523-1, SECTION 92130-2402)
L.A. R/W

145' ORLANDO UTILITIES
COMMISSION EASEMENT
OF CONCLUSIVE EASEMENTS
O.R. 1189, PG 602

15' WIDE
CFPC-FGT CROSSING
AGREEMENT (O.R. 1309, PG 111)

50' WIDE FLORIDA GAS TRANSMISSION
EASEMENT (O.R. 1172, PG 62,
O.R. 1197, PG 2060, O.R. 1263,
PG 731, O.R. 1263, PG 745)

COPY

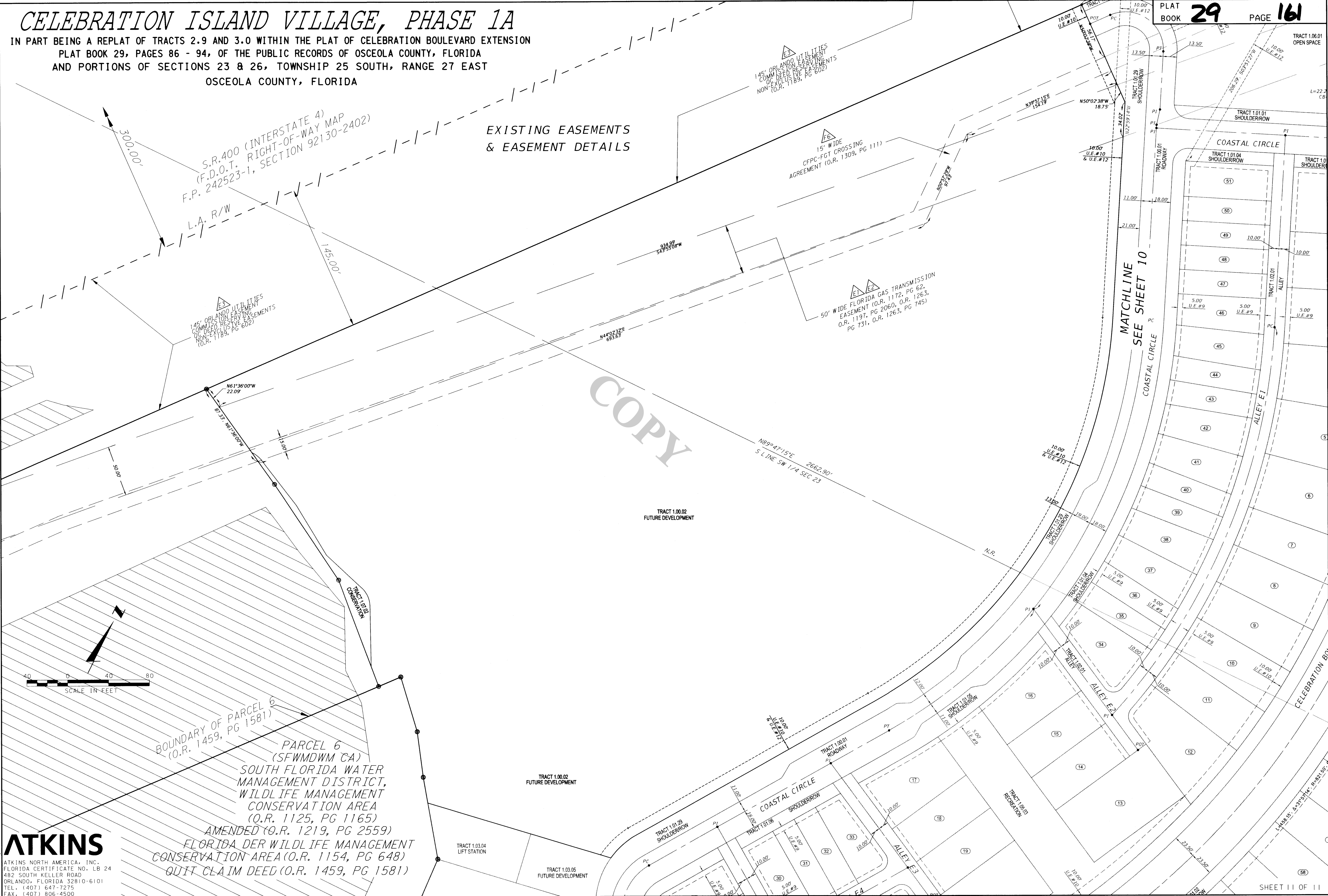


BOUNDARY OF PARCEL 6
(O.R. 1459, PG 1581)

PARCEL 6
(SFWMDWM CA)
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT,
WILDLIFE MANAGEMENT
CONSERVATION AREA
(O.R. 1125, PG 1165)
AMENDED (O.R. 1219, PG 2559)
FLORIDA DER WILDLIFE MANAGEMENT
CONSERVATION AREA (O.R. 1154, PG 648)
QUIT CLAIM DEED (O.R. 1459, PG 1581)

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FAX. (407) 806-4500

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Subsection 7E

Engineer

Subsection 7E(i)

WA 2023-02

July 05, 2023

Enterprise Community Development District
Osceola County, Florida

Subject: **Work Authorization WA 2023-02**
Enterprise Community Development District

Dear Chairman, Board of Supervisors:

GAI Consultants, Inc., ("Engineer"), is pleased to submit this work authorization to provide engineering services for the Enterprise Community Development District (the "District"). We will provide these services pursuant to our current agreement dated December 5, 2018 ("Engineering Agreement") as follows:

I Scope of Work.

See Attachment A

II. Fees. See Attachment A, not to exceed budget of \$6,000

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

By:

Authorized Representative of
Enterprise Community
Development District


By: GAI, V/A President

Date: 7/27/2023

ATTACHMENT A

A. SUMMARY OF SERVICES TO BE RENDERED

Section 11.17 of the Indenture of Trust (the “Indenture”) for the Enterprise Community Development District (the “Issuer”) Special Assessment Bonds dated June 15, 1994 and Water and Sewer Revenue Bonds dated August 1, 1994 requires that the Issuer obtain the services of a Consulting Engineer to provide an annual review of the “Utility Systems”. The Issuer has requested that GAI provide professional services to prepare the Engineering Certification as required by the Indenture as required by both bond documents. This scope of work defines the services to be rendered to provide the requested documentation. It shall be understood for the purpose this scope of work that the term “Utility Systems” includes both the water and sewer systems.

Task 1 – Data Collection

The Issuer or its Representative shall provide GAI with the following data for the Utility System in electronic format (as available):

- Reports relating to the description of the Utility Systems.
- Summary of all Utility Systems permits.
- A three (3) year history of Monthly Operating Reports (MORs) and Discharge Monitoring Reports (DMRs) for each facility.
- Copies of prior FDEP inspection reports and/or studies.
- A copy of the proposed Capital Improvement Plan(s).
- A copy of the current and proposed operating budget(s).
- Copies of all Capacity Analysis Reports and updates.
- Copies of most recent O&M Performance Reports.
- Summary of lift station run times for year 2022.
- Summary of potable water and reclaimed water pump station run times for year 2022.
- Copy of any fire hydrant tests within the service area.
- Projections of ERC growth.
- Copies of any Developer / Large user agreements.
- Copies of Annual Reports
- Inventory of major components associated with Utility Systems
- Copies of all system maps

If required, a separate authorization shall be issued for additional data mining efforts.

Task 2 – Existing Systems

GAI will perform site visits for the Utility Systems to review and document the condition of the system’s fixed assets at that time.

GAI will review existing Utility system maps, data, and engineering reports, in combination with the site visits. Documentation of the site visits will be developed with photographs and a general summary of observed assets.

The site visits and system inspection will involve physical inspection of visible, components of the Utility Systems' assets. GAI will not attempt to observe facilities that are covered, buried or otherwise not readily visible for observation.

GAI will review the Utility Systems' budgets and other financial components to provide recommendation for funds to be reserved for the following fiscal year R&R projects.

Task 3 – Deliverables

GAI will provide an Engineering Certification Report in letter form to summarize the findings in Task 2. The letter report will include a brief summary of site assessments, the review of revenues and other financial barometers, and recommended funding for following year's R&R projects.

B. PROJECT COST

Lump Sum - \$6,000

Subsection 7E(ii)

Annual Report



Orlando Office
 618 East South Street
 Suite 700
 Orlando, Florida 32801

T 407.423.8398
 F 407.843.1070

July 17, 2023

Project A181174.07

Ms. Angel Montagna, LCAM
 Central Regional Manager
 Inframark
 313 Campus Street
 Celebration, Florida 34747

Engineer's Certification Report for the Enterprise Community Development District Water and Sewer Bonds, Series 2012

Dear Ms. Montagna:

Section 11.17 (b) of the Master Trust Indenture (MTI) between the Enterprise Community Development District (ECDD) and SunTrust Bank for the Water and Sewer Revenue Bonds, Series 2012 requires that ECDD obtain the services of a Consulting Engineer to provide an annual review of the water and sewer systems' (the "Utility System") operations. The annual review is presented herein and serves as the Engineering Certification as required by the Indenture. Copies of the Certification findings, recommendations, and estimates made herein are to be provided to the Trustee for inspection by Bondholders, if such inspection is requested.

Utility System Operational Overview

An assessment was conducted on the Utility System to include a physical inspection of various water and sewer components, interviews with operation's personnel, and an investigation of the general utility service area. This assessment was conducted to establish the general condition of the existing potable water and reclaimed water booster pump station and the sewer collection system to include gravity mains, manholes, and pump stations. The assessment is to verify that operation and maintenance were ongoing as originally intended and consistent with industry standards. Attachment "A" includes photographs taken during the July 07, 2023, site visit to generally illustrate various Utility System components.

From the site visit and limited review of the Utility System records it appeared that the booster stations, sewer equipment and ancillary components were in average to good physical condition with minimal deferred maintenance items observed. At the time of the inspection, the Utility System appeared to be operating as designed and consistent with facilities similar in nature and function with no major operational issues observed. An inventory of valves for potable water/ reclaimed water/ force main systems, hydrants, connections, lift stations, manholes and booster stations within the service area can be found in Attachment "B". Attachment "C" contains a summary of the lift stations and the associated pump information.

There is general wear of some ancillary components but is not hindering operations. Replacement and reconditioning of said components are currently being addressed as general maintenance items now, and in future years.

Utility System Financial Overview

Typically, Repair and Maintenance (R&M) funds should be set approximately at 5% of the anticipated or budgeted, revenue. ECDD Water & Sewer budgeted approximately \$7,654,898 in revenues for the fiscal year of 2023 (FY2023) and set aside \$500,000 for R&M Maintenance. This appears to be appropriate considering the age and condition of the system components.

Ms. Angel Montagna, LCAM
July 17, 2023
Project A181174.07

Page 2

Utility System Insurance Overview

In addition to the aforementioned conditional and operational assessments, the MTI requires that ECDD set aside funding for bodily injury and property damage insurance. The ECDD Utility System operating budget includes funding of these insurance requirements. A copy of the ECDD insurance declarations is included as Attachment "D".

Considering site assessments, record reviews, and planned Utility System improvements, it appears that the facilities will continue to operate as intended based on the current design and permitting. Also considering the previously discussed R&M funding barometers and projected revenues, it appears that the Utility System R&M budget is sufficiently funded for the current fiscal year. In addition to operating requirements, the ECDD Utility funds secures personal injury and property insurance typical of a utility of similar size and nature.

We are pleased to have the opportunity to continue serving the District in this matter. Please inform us if you need anything further.

Sincerely,

GAI Consultants, Inc.

Gregory D. Kolb, PE
Senior Project Manager, Water

GDK/bna

Attachments: Attachment A: Photos
Attachment B: Celebration Inventory
Attachment C: Summary of Lift Stations
Attachment D: Florida League of Cities Sponsored Insurance Programs Declarations

cc: Kathleen Leo, PE
Nathalia Kail, PhD, EI

July 12, 2023
Project A181174.07

Attachment A
Photos

Lift Station No. 1 – TOWN CENTER PUMP STATION



Site Plan



Wet Well



Control Panel



Valve Vault

Lift Station No. 2 – LAKE EVALYN PUMP STATION



Site Plan



Control Panel



Wet Well



Valve Vault

Lift Station No. 3 – SPRING PARK PUMP STATION (SOUTH VILLAGE)



Site Plan



Wet Well



Valve Vault



Control Panel

Lift Station No. 4 - OAK SHADOW PUMP STATION (EAST VILLAGE)



Site Plan



Wet Well



Control Panel



Valve Vault

Lift Station No. 5 - LONG VIEW - NORTH VILLAGE



Site Plan



Control Panel



Wet Well



Valve Vault

Lift Station No. 6 - STICKLEY PUMP STATION (ARTISAN PARK)



Site Plan



Control Panel



Wet Well



Valve Vault



SCADA Control Panel

Lift Station No. 7 - CELEBRATION AVENUE PUMP STATION (SOUTH VILLAGE)



Site Plan



Wet Well



Control Panel



Valve Vault

Lift Station No. 8 - CELEBRATION BLVD (SENIOR LIVING)



Site Plan



Wet Well



Valve Vault

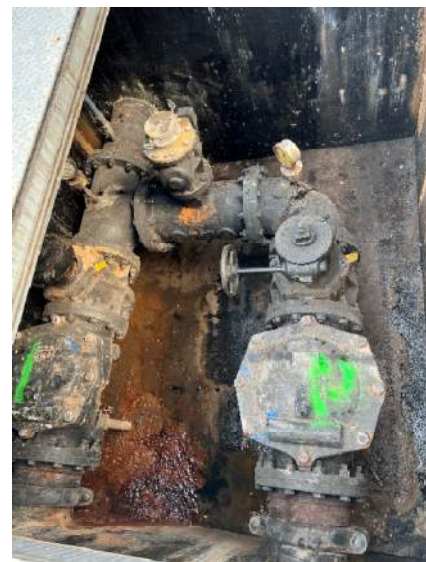


Control Panel

Lift Station No. 9 - WORLD DRIVE REPUMP STATION



Site Plan



Valve Vault



Wet Well



Control Panel

Lift Station No. 10 - ACADIA PUMP STATION



Site Plan



Control Panel



Wet Well



Valve Vault

Lift Station No. 11 - SPRING LAKE PARK PUMP STATION



Site Plan



Wet Well



Valve Vault



Standby Generator



Control Panel

Lift Station No. 12 – ISLAND VILLAGE PUMP STATION



Site Access



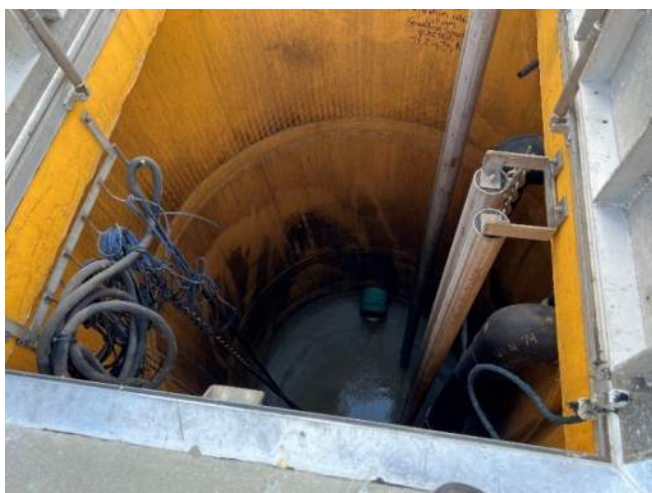
Site Plan



Valve Vault



Control Panels



Wet Well



Standby Generator

Potable Water and Reclaimed Water Booster Pump Stations & Master Meter Site



Reclaimed Water Pumps



Potable Water Booster Pumps



Booster Pump Control Panel 1



Booster Pump Control Panel 2

Potable Water and Reclaimed Water Booster Pump Stations & Master Meter Site (cont.)



Generator Enclosure



Generator Engine



Site Plan

July 12, 2023
Project A181174.07

Attachment B
Celebration Inventory

**ECDD - Water, Wastewater, and Reclaimed Water Asset Inventory
July 07, 2023**

<u>Celebration Place</u>	<u>Count</u>
Potable water valves	21
Reuse water valves	20
Wastewater force main valves	12
Gravity sewer manholes	6
Potable water booster pump station	1
Reuse water booster pump station	1
Fire Hydrants	7
Power Generators	1
Lots/connections	19
<u>Celebration Village</u>	
Potable water valves	130
Reuse water valves	102
Wastewater force main valves	9
Gravity sewer manholes	108
Wastewater Lift Stations	1
Fire Hydrants	75
Town Center Alum Injector System	1
Lots/connections	853
<u>Celebration West Village</u>	
Potable water valves	10
Reuse water valves	12
Gravity sewer manholes	28
Fire hydrants	11
Lots/connections	187
<u>Lake Evalyn</u>	
Potable water valves	11
Reuse water valves	9
Wastewater force main valves	1
Gravity sewer manholes	5
Wastewater lift stations	1
Fire hydrants	4
Lots/connections	112
<u>North Village</u>	
Potable water valves	54
Reuse water valves	38
Wastewater force main valves	1
Gravity sewer manholes	76
Wastewater lift stations	2
Fire hydrants	39
Lots/connections	701

ECDD - Water, Wastewater, and Reclaimed Water Asset Inventory July 07, 2023

South Village

Potable water valves	72
Reuse water valves	52
Wastewater force main valves	24
Gravity sewer manholes	87
Wastewater lift stations	2
Fire hydrants	36
Lots/connections	893

Roseville Corner

Potable water valves	13
Reuse water valves	15
Gravity sewer manholes	16
Fire hydrants	9
Lots/connections	197

East Village

Potable water valves	84
Reuse water valves	78
Gravity sewer manholes	101
Fire hydrants	58
Lift Station	1
Lots/connections	755

Aquila Reserve

Potable water valves	9
Reuse water valves	9
Gravity sewer manholes	20
Fire hydrants	14
Lots/connections	155

Artisan Park

Potable water valves	77
Reuse water valves	51
Gravity sewer manholes	91
Wastewater lift stations	1
Fire hydrants	64
Lots/connections	801

CCDD Facility (Civic Corridor)

Potable water valves	4
Reuse water valves	3
Wastewater force main valves	4
Gravity sewer manholes	0
Wastewater lift stations	1
Fire Hydrants (incl. valve)	2
Lots/connections	2

ECDD - Water, Wastewater, and Reclaimed Water Asset Inventory July 07, 2023

Spring Lake Phases 1-3

Potable water valves	52
Reuse water valves	43
Wastewater force main valves	0
Gravity sewer manholes	49
Wastewater lift stations	1
Fire Hydrants (incl. valve)	16
Lots/connections	265

Spring Lake Phase 1

Potable water valves	27
Reuse water valves	23
Wastewater force main valves	
Gravity sewer manholes	21
Wastewater lift stations	1
Fire Hydrants (incl. valve)	5
Lots/connections	87
clubhouse	

Spring Lake Phase 2

Potable water valves	13
Reuse water valves	13
Wastewater force main valves	0
Gravity sewer manholes	15
Wastewater lift stations	0
Fire Hydrants (incl. valve)	5
Lots/connections	90

Spring Lake Phase 3

Potable water valves	12
Reuse water valves	7
Wastewater force main valves	0
Gravity sewer manholes	13
Wastewater lift stations	0
Fire Hydrants (incl. valve)	6
Lots/connections	88

Celebration Boulevard Extension

Potable water valves	9
Reuse water valves	9
Wastewater force main valves	6
Gravity sewer manholes	0
Wastewater lift stations	0
Fire Hydrants (incl. valve)	2
Lots/connections	N/A

**ECDD - Water, Wastewater, and Reclaimed Water Asset Inventory
July 07, 2023****Island Village Phase 1, 2A, and 2B (underway)**

Potable water valves	37
Reuse water valves	32
Wastewater force main valves	4
Potable water booster pump station	1
Reuse water booster pump station	1
Gravity sewer manholes	48
Wastewater lift stations	1
Fire Hydrants (incl. valve)	19
Lots/connections	282

July 12, 2023
Project A181174.07

Attachment C
Summary of Lift Stations

Summary of Lift Stations and Potable/Reclaimed Pumps ECDD

Lift station #1 located at Town Center in front of 619 Front St
Two FLYGT 20 HP pumps (250 gpm)

Lift station #2 located near Lake Evelyn at 901 Celebration Ave
Two FLYGT 5 HP pumps (250 gpm @ 41' TDH)

Lift station #3 located near 893 Spring Park Loop by lake
Two WILO 3 HP pumps (150 gpm)

Lift station #4 located near East Village at 772 Oak Shadow St
Two FLYGT 5 HP pumps (190 gpm @ 42' TDH)

Lift station #5 located near North Village at 100 Longview Ave
Two WILO 3 HP pumps (150 gpm)

Lift station #6 located across from 1402 Stickleby Ave
Two FLYGT 3 HP pumps (250 gpm @ 24.5' TDH)

Lift station #7 located at 1251 Celebration Ave
Two 20 HP, 27.6 FLA pumps (250 gpm)

Lift station #8 located at 1370 Celebration Blvd Backside
Two FLYGT 3 HP pumps (115 gpm)

Lift station #9 located at 1662 Celebration Blvd Backside
Two FLYGT 105 HP pumps (2030 gpm)

Lift station #10 located near North Village at 200 Block of Acadia Terrace
Two EBARA 15 HP, 19.6 FLA pumps (150 gpm)

Lift station #11 located at the end of Resolute St
Two FLYGT 3 HP, 9 FLA pumps (250 gpm)

Lift station #12 located at Island Village
Two FLYGT 45 HP, 51 FLA pumps (800 gpm @ 102' TDH)

July 12, 2023
Project A181174.07

Attachment D
Florida League of Cities Sponsored Insurance Programs
Declarations



Protecting the **Communities We Call Home**

October 1, 2022

RE: Renewal Coverage Agreement for the 10/01/2022 – 9/30/2023 Coverage Year

Dear Member of the FMIT Family,

Thank you for renewing with the Florida Municipal Insurance Trust (FMIT), administered by the Florida League of Cities (FLC). We appreciate your continued confidence and support and are so glad you are part of the FMIT family. As an FMIT Member, FLC staff will ensure you continue to receive high quality services and outreach. We look forward to our continued partnership throughout this 10/01/2022 – 9/30/2023 coverage year.

For more than four decades, the FMIT has been providing quality insurance and risk management solutions to Florida public entities, and the FMIT's fiscal position reflects one of financial strength with approximately \$210 million in surplus and approximately \$557 million in assets. Additionally, all of FMIT's reinsurers are A-rated or better by A. M. Best. We continue to maintain a sound operating philosophy that equates to stability when you need us most.

With this letter, you will find your renewal Coverage Agreement. Please take some time to carefully review the document and give us a call should you have questions or comments.

Our mission at FMIT is to *Protect the Communities We Call Home*, and this mission continues our history of being on the cutting edge of coverage thanks to our innovation and flexibility for the betterment of our membership family. Below are a few highlights of the 10/01/2022 - 9/30/2023 coverage period:

- A summary of coverage agreement changes may be viewed on FMIT's website under your Member dashboard. You will see a hyperlink under Your Insurance Policy labeled 2022-23 Notice of Change in Policy Terms.
- Employment Law Advisor (ELA) is a preventative program available to those members with Employment Practices Liability through the FMIT. The ELA will give you legal guidance on employment practices liability issues from a Florida-based attorney with significant public sector employment law experience at no cost to you. Simply call 888.368.3648.
- For FMIT Members with Property coverage, we continue to offer Property Damage Mitigation Coverage combined with our proprietary FMIT Disaster Preparedness, Response & Recovery Services and TurnKey RecoverySM Managed Direct Repair Program. With any Named Storm, many Members will experience property losses where services are needed, but the damages fall below the applicable Named Storm Deductible. This coverage allows FMIT to provide immediate stabilization services through its disaster recovery partnership with Synergy and its robust vendor network. Our goal is returning you to business-as-usual as efficiently as possible. This coverage offers a \$500,000 per-occurrence limit with no deductible and is in addition to your Extra Expense coverage and limits. These services are invaluable to Members after major weather events.

Once again, thank you for your continued support of the FMIT. We look forward to being your insurer of choice for many years to come. Please do not hesitate to contact us should you have any questions or concerns.

Sincerely,

Chris Krepcho, Chief of Insurance and Financial Services

**FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS**

I. DESIGNATED MEMBER: Enterprise Community Development District

Address: 210 North University Drive Suite 702
Coral Springs, FL 33071

II. COVERAGE PERIOD

From October 1, 2022 to October 1, 2023
12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #0710

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Net Premium
\$31,470	\$160	\$31,630



Signature of Authorized Representative

October 1, 2022

Date

FLORIDA MUNICIPAL INSURANCE TRUST

CONDITIONS OF COVERAGE

As a Member of the Florida Municipal Insurance Trust, Member agrees to abide by all requirements, terms and conditions authorized by, and set forth within, the Agreement and Declaration of Trust creating the Trust, including the following generally applicable conditions of coverage:

I. CONDITIONS

- A. The Member agrees in the event of payment of any loss by the Trust on behalf of the Member, the Trust shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees, and agents to cooperate with and otherwise assist the Trust as may be necessary to effect any recovery sought by the Trust pursuant to such subrogated rights and to do nothing that will impair the rights of the Trust herein described. The Member further agrees, the Trust shall control all aspects of subrogation recovery efforts. In its discretion, the Trust may seek recovery of the applicable Member deductible or self-insured retention and in such event, will return to the Member the proportionate amount of the Member deductible or self-retention, less the proportionate amount of attorney's fees and related costs incurred by the Trust to effect the recovery.
- B. The Member agrees the Board of Trustees, its Administrator, and any of their other agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliances covered pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Trust pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Trust, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Trust on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Trust pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certification, document or any other instrument executed by the Trust and the Member pursuant to this Agreement. The Member further agrees that in the event of a significant loss occurrence affecting insured property or premises, FMIT or its agents are expressly authorized to enter the insured property and premises to perform loss assessment, adjustment and related activities. However, neither the Trust, its Board of Trustees, its Administrator, nor any of their agents, servants or employees will have any liability to the Member or others because of any inspection or failure to inspect.
- C. The Member shall make prompt payment of all contributions as required by the Board of Trustees, said contributions to be determined by said Board. Contribution requirements may be estimated based on Member-provided information and subject to change pursuant to final audit. The Member shall fully cooperate with auditors of the Trust to promptly determine final audited contributions. Any disputes concerning contributions shall be resolved after payment. Any objections concerning the final

audited contribution shall be filed within 60 days of billing of the final audited contributions. After that time, the final audited contribution amount shall be considered final.

D. Members' duties after loss:

1. give the Trust prompt written notice of any accident, occurrence or potential claim along with all relevant information concerning the claim. The Member shall have a continuing duty to provide to the Trust all relevant information promptly as the Member becomes aware of such information; and
2. cooperate fully with the Trust in defense or settlement of claims or opposition to claims bills, and in the enforcement of any right of contribution or indemnity; and
3. forward to the Trust every notice, demand, summons or other process served upon the Member relating to any occurrence, and take no further action concerning the occurrence without the approval of the Trust or the servicing agent; and
4. take reasonable steps to prevent additional or cumulative bodily injury, personal injury or property damage from or arising out of the same or similar conditions or circumstances; and
5. not engage in settlement negotiations as to any claim or suit, and the Trust shall have no obligation to pay the amount of any settlement negotiated or agreed upon by a Member without prior written approval by the Trust or the servicing agent; and
6. agree to take all reasonable actions, where appropriate, which shall facilitate settlement of claims; and
7. agree to responsible counsel selected by the Trust to defend the claim and agree not to use the City Attorney or any other in-house or contract attorney used ordinarily by the Designated Member as general counsel to its operations to defend said action, unless otherwise provided in this Trust Agreement; and
8. keep all bills, receipts and related documents that establish the amount of loss; and
9. furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement; and
10. promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination; and
11. take all reasonable steps to protect the covered property from further damage; and
12. give notice of such loss to the proper authorities if the loss may be due to a violation of the law; and
13. refrain from any intentional efforts (whether by statements, actions or agreements) that: (1) harm, undermine, injure or conflict with the known legal strategy put forth by the Trust; (2) that are against the Member's self-interest or the interest of the Trust; (3) that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust; or (4) that tend to subject the Member or the Trust to liability or expand existing liability;

E. Transfer of Member's rights and duties under this Agreement.

Members' rights and duties under this Agreement may not be transferred without our written consent. This applies to all coverages under this Agreement or any that may be added after the effective date of this Agreement.

Should the Members' rights and duties be transferred to a legal representative, they may act

only within their scope of duties with regard to this Agreement. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

- F. Required Member contributions shall be in addition to the deductible amount, if any, as set forth in the declarations to the Coverage Agreement. Where such deductible amount is required, coverages arising under this Agreement shall be in excess of such deductible. The Trust may pay on behalf of the Member all or any portion of the deductible amount and upon notification by the Trust of such payment, the Member shall promptly reimburse the Trust for any portion of the deductible the Trust has paid.
- G. In the event any claim or suit results in liability against the Member for which there is coverage under this Agreement and which is reasonably likely to be submitted to, or is submitted to, the legislative claims bill process in the Florida Legislature, the Member agrees, on behalf of itself, its officers, employees, and agents, that the Trust shall have the right to control its representation in such matter before the legislative branch of the state government. Further, the Member agrees to execute and deliver such instruments and papers as required by the Trust, to cooperate with any attorney or other representative retained by the Trust, to provide relevant testimony if required by the Trust, to do whatever else is reasonably necessary in the interest of defending such claim or suit in the legislative claims bill process and to do nothing that will impair or conflict with the rights of the Trust herein described. Additionally, the Member shall refrain from any intentional efforts (whether by statements, actions or agreements) that harm, undermine, injure or conflict with the known legal or legislative defense strategy being put forth by the Trust, that are against the Member's self-interest, that are contrary to the Member's pecuniary or proprietary interest, or that of the Trust, or that tend to subject the Member or the Trust to liability or expand existing liability.
- H. The Member agrees that in the event of any legal issue between the Trust and any Member requiring disposition by a court of law, including any determinations of whether and/or the extent to which coverage exists, this Agreement, or any other agreement, certificate, document, or other instrument executed by the Trust and the Member pursuant to this Agreement, shall be deemed to have been made in Orange County, Florida and venue shall lie in the appropriate state or federal courts of Orange County, Florida.

**FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY, ALLIED LINES AND CRIME
DECLARATIONS**

Agreement No.: FMIT #0710

I. DESIGNATED MEMBER
Enterprise Community Development District

II. GOVERNMENT DESCRIPTION
District

III. COVERAGE PERIOD
From October 1, 2022 to October 1, 2023 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. Property and Allied Coverages				\$12,116
Real Property*		\$1,000 <small>Refer to Your NS Deductible Endorsement NS-A or NS-B /2%, 3% or 5% of damages incurred</small>	\$1,016,385	Included
Named Storm Coverage and Percentage Deductible				
Coinsurance:	80%			
Valuation Basis:	Replacement Cost			
Blanket**:	No			
Inflation Guard:	No			
Non-scheduled PITO Sub-Limit*			\$100,000	Included
Time Element				
Business Income	Per Extension	\$0		Included
Coinsurance:	80%		\$1,000,000	Included
Extra Expense	Per Extension	\$0		Included
Inland Marine	Valuation Basis:	Per Schedule		
Valuable Papers		Per Extension	\$0	Included
Accounts Receivable		Per Extension	\$0	Included
Bond				
Faithful Performance Blanket Bond		\$0	\$500,000	Included
Employee Theft - Per Loss Coverage		None	\$500,000	Included

V. The FMIT Property Coverage Agreement (hereafter, "Property Coverage Agreement" or "Coverage Agreement") shall include all and only those Forms, Endorsements and Schedules referenced in **Schedule C.**

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium
Florida Municipal Insurance Trust (FMIT)	\$12,116

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

*Real Property limit is inclusive of Non-scheduled PITO Sub-Limit.

**If a blanket limit is selected, the blanket limit applies only to Covered Property at locations contained in the Member's Property Schedule, subject to all coverage exclusions, deductible requirement(s) and other provisions of the Coverage Agreement.

FMIT PROPERTY ALLIED LINES AND CRIME COVERAGES
- FMIT Property Coverage Agreement Scheduled Coverage Forms List -
FMIT #0710

Schedule C

Form #	Description
Property Common	
FMIT COND 1019	Conditions of Coverage
FMIT PROP CA 1022	Property Coverage Agreement
IL 00 17 1198	Common Policy Conditions
FMIT MPC 1022	Miscellaneous Property Coverages
IL 02 55 0106	Florida Changes - Cancellation and Non-renewal
Property	
FMIT PROP EP 1021	Earned Premium
PR-SCHED	Property Schedule
CP 00 90 0788	Commercial Property Conditions
CP 00 10 0402	Building and Personal Property Coverage Form
FMIT PROP 03 1021	Coverage Extensions
CP 01 25 1007	Florida Changes
CP 10 10 0402	Causes of Loss - Basic Form
CP 10 30 0402	Causes of Loss - Special Form
FMIT PROP ACC 1022	Anti-Concurrent Cause of Loss Endorsement
CP 10 50 0788	Additional Exclusions - Wind Exclusion
FMIT PROP 12 1021	Ordinance or Law Change
CP 10 35 0695	Watercraft Exclusion
FMIT FLOOD 1021	Flood Coverage Excess of Loss
FMIT PROP NS-A 1022	Named Storm Coverage and Percentage Deductible Endorsement
FMIT PROP TER 1021	Terrorism Physical Loss or Physical Damage
CP 14 40 1000	Outside Signs
FMIT EBC 1015	Equipment Breakdown Coverage Schedule
FMIT EBC/EBX 1015	Equipment Breakdown Coverage
FMIT FCR 1009	Fungus Remediation
IL 04 01 1007	Florida-Sinkhole Loss Coverage
CP 00 60 0695	Leasehold Interest Coverage Form
FMIT ACTIVE ASSAILANT 1022	Event Response for Covered Events at Covered Property
FMIT RECOVERY 1021	FMIT Property Turnkey Recovery Service
CP 00 50 0402	Extra Expense Coverage Form
CP 00 32 0402	Business Income Coverage
FMIT ASSET SURVEY DA 1020	Asset Survey Disclosure and Acknowledgement
FMIT SPECIFIED VALUE DA 1020	Specified Value Policy Coverage Election Disclosure
FMIT PROP APPRAISAL 1020	Appraisal Clause Amendment
Inland Marine	
CM 00 01 0904	Commercial Inland Marine Conditions
CM 00 66 0904	Accounts Receivable Coverage Form
CM 00 67 0904	Valuable Papers and Records Coverage Form
Crime	
CR 00 25 0506	Government Crime Coverage Form
FMIT PROP GCC-A 1008	Government Crime Coverage Form Amendment
CR 25 09 1010	Include Volunteer Workers as Employees
CR 25 19 0506	Add Faithful Performance of Duty Coverage

FLORIDA MUNICIPAL INSURANCE TRUST
FMIT PROPERTY COVERAGE AGREEMENT

In consideration of the Designated Member's payment of the required contributions and the covenants and terms set forth in the Conditions of Coverage, Application for Participation including the statements and representations by the Designated Member contained therein and the Property, Allied Lines, and Crime Declarations including all property coverage forms and endorsements included by reference in Section V. Schedule C of the Declarations, the Florida Municipal Insurance Trust (hereinafter the "Trust") and Designated Member hereby enter this Property Coverage Agreement under which the Trust will provide first-party property coverage.

APPLICABLE TO: ALL PARTS OF PROPERTY, ALLIED LINES, AND CRIME COVERAGE

I. COVERAGE, TERMS, AND CONDITIONS OF ALL PROPERTY COVERAGE

For purposes of the first-party property coverage provided by the Property Coverage Agreement, the following terms and conditions shall apply in addition to others provided elsewhere:

- A. All first-party property coverage is granted and shall be provided by the Trust as provided in the Building and Personal Property Coverage Form (CP 00 10 04 02) and all other property coverage forms and endorsements included by reference in Section V. Schedule C of the Property, Allied Lines and Crime Declarations.
- B. Section F. Additional Conditions 1. Coinsurance, contained within the Building and Personal Property Coverage Form (CP 00 10 04 02), is modified for all Property Coverage Agreements as follows: For purposes of coinsurance calculations, the phrase "the value of Covered Property at the time of loss" shall mean the Replacement Cost Value at the time of loss. Additionally, for all property coverage claims, regardless of whether a property coverage claim is being made on an Actual Cash Value basis or Replacement Cost Value basis, the Replacement Cost Value at the time of loss shall be applied to any coinsurance calculations.

II. DEFINITIONS

For purposes of the first-party property coverage provided by the Property Coverage Agreement, the following definitions shall apply in addition to others provided elsewhere:

- A. **Blanket Coverage**, means, for purposes of each covered first-party property damage claim, the Designated Member's property coverage limit includes the agreed and scheduled insured value of the damaged building or property and includes, where the cost required to repair or replace the covered building or property exceeds the agreed and scheduled value, such additional sum required to repair or replace the covered building or property, subject to a maximum limit of the aggregate sum of all agreed and scheduled property values included in the Statement of Values insured during the coverage period. Blanket Coverage Limit shall only apply when the designation "Blanket" is noted within the Property, Allied Lines and Crime Declarations page; shall only apply to covered property described at a Scheduled Location; shall not include amounts that exceed the agreed and scheduled insured value of the damaged building or property by ten percent (10%) if such covered property's replacement cost value has increased due to material improvements, renovations or the like which were not reported or disclosed to

the Trust prior to any loss occurrence or claim; and shall be subject to any property specifically excluded or specifically capped property damage coverage limit agreed to and referenced in the Declarations.

- B. **Computer System**, means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- C. **Coverage Agreement**, means the Conditions of Coverage, Application for Participation including the statements and representations by the Designated Member contained therein and the Property, Allied Lines and Crime Declarations including all property coverage forms included by reference in Section V. Schedule C of the Declarations, all of which collectively form the FMIT Property Coverage Agreement or "Coverage Agreement," for purposes of first-party property coverage.
- D. **Cyber Act** means an unauthorized, malicious, or criminal act or series of related unauthorized, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, or the denial of access to, processing of, use of, or operation of, any Computer System.
- E. **Data**, means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- F. **Designated Member**, means the entity, organization or constitutional officer named in Section I. of the Declarations of this Coverage Agreement; Designated Member does not include employees or agents of that entity or organization.
- G. **Real and Personal Property Schedule**, means the portion of the Designated Member's Coverage Agreement which consists of a list of all building, business personal property or other specifically identified property of the Designated Member which is eligible for coverage within the relevant Property and Allied Lines Coverage Limit shown in the Declarations and, subject to all terms, conditions, exclusions and other provisions forming the Coverage Agreement, includes: an identified location of the covered property (whether physical street address or narrative description of the covered property location) and a description of the covered property by type, name and/or other detail.
- H. **Scheduled Location**, means a location (whether physical street address or narrative description of the location) identified within the Designated Member's Declarations (including the Real and Personal Property Schedule) at which the Trust and Designated Member have agreed, subject to all terms, conditions, exclusions and other provisions forming the property Coverage Agreement, direct physical loss or damage to property at such location may be covered within the relevant Property and Allied Lines Coverages Limit shown in the Declarations.

III. EXCLUSIONS

For purposes of the first-party property coverage provided by the Property Coverage Agreement, the following exclusions shall apply in addition to others provided elsewhere:

A. Cyber Loss

1. The Trust will not pay for loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by Cyber Act or contributed to by, resulting from, arising out of or in connection with:
 - 1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;
 - 1.2 any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
2. Subject to the other terms, conditions and exclusions contained in this Coverage Agreement, this Coverage Agreement will cover physical damage to property insured under the Coverage Agreement and any covered time element loss directly resulting therefrom where such physical damage is directly caused by a specified cause of loss other than Cyber Act.
3. To the extent the Trust determines coverage would apply to a reported loss pursuant to the provisions of CP 00 10 04 02, A.4. Additional Coverages, f. Electronic Data, this exclusion shall not apply to the limited extent coverage is expressly provided for within CP 00 10 04 02, A.4. Additional Coverages, f. Electronic and within FMIT PROP 03 1021, Coverage Extension "j." Electronic Data Processing Equipment (Software).

IL 00 17 11 98

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

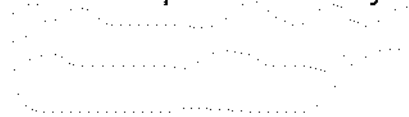
This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;



- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Miscellaneous Property Coverages

FMIT #0710

October 1, 2022 - October 1, 2023

Business Income Other Than Rental Value

Loc #	Bldg #	Limit	Coinsurance
006	001	\$1,000,000	80%

All locations are covered under Coverage Extension 5h.

Extra Expense

All locations are covered under Coverage Extension 5e.

Limits on Loss Payment: 40%-80%-100%

Valuable Papers & Records

All locations are covered under Coverage Extension 5b.

Accounts Receivable

All locations are covered under Coverage Extension 5d.

Bond Type	Crime / Bond	
	Bond Limit	Deductible Amount
Faithful Performance Blanket Bond	\$500,000	\$0
Employee Theft - Per Loss	\$500,000	None

IL 02 55 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
FARM COVERAGE PART

- A. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:**
- 2. Cancellation For Policies In Effect 90 Days Or Less**
- a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by the insurer.
- b. We may not cancel:
- (1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - (2) On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may cancel this policy if:
 - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
 - (3) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- B. The following is added to the Cancellation Common Policy Condition:**
- 7. Cancellation For Policies In Effect For More Than 90 Days**
- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
- (1) Nonpayment of premium;
 - (2) The policy was obtained by a material misstatement;

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- (3) There has been a failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy;
 - (5) The cancellation is for all insureds under such policies for a given class of insureds;
 - (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - (7) On the basis of filing of claims for partial loss caused by sinkhole damage, or on the basis of the risk associated with the occurrence of such a claim, if:
 - (a) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
 - (8) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
- b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:
- (1) 10 days before the effective date of cancellation if cancellation is for non-payment of premium; or
 - (2) 45 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(8) above; and
 - (b) This policy does not cover a residential structure or its contents; or
 - (3) 90 days before the effective date of cancellation if:
 - (a) Cancellation is for one or more of the reasons stated in 7.a.(2) through 7.a.(8) above; and
 - (b) This policy covers a residential structure or its contents.
- C. The following is added:
- NONRENEWAL**
- 1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:
 - a. 90 days prior to the expiration of the policy if this policy covers a residential structure or its contents; or
 - b. 45 days prior to the expiration of the policy for all other policies.
 - 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or
 - b. On the basis of filing of claims for partial loss caused by sinkhole damage, regardless of whether this policy has been the subject of a sinkhole claim, or on the basis of the risk associated with the occurrence of such a claim. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy exceeds the current policy limits of coverage for property damage; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based.
 - c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

D. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss - Residential Property:

1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in **D.1.b.**, we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 90 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the policy prior to restoration of the structure, for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel for a reason listed in **b.(2)**, **b.(3)** or **b.(4)**, we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.
3. With respect to **D.2.**, a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC, and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

EARNED PREMIUM ENDORSEMENT

This endorsement amends and supersedes the cancellation provisions as described in FMIT COND 1019 and IL 02 55 11 06 where applicable. This endorsement does not apply to cancellation for non-payment of premium.

1. For locations NOT "Exposed to Hurricanes," if you cancel this policy, remove a location or reduce the amount of insurance on a location, the short rate return premium is 90% of applicable pro-rate premium.
2. For locations "Exposed to Hurricanes," if you cancel this policy, remove a location or reduce the amount of insurance on a location and coverage existed any time during the period of June 1st to November 30th, the amount of premium we will return will be the Unearned premium for the location. The Unearned Premium is the location premium times the Unearned Factor noted below:

Days Policy in Force	Unearned Factor
1 – 180	20%
181 – 210	15%
211 – 240	10%
241 – 270	7.5%
271 – 300	5%
301 – 330	2.5%
331 or more	0%

3. If a location "Exposed to Hurricanes" is added during the term of the policy and coverage exists at any time during the period of June 1st to November 30th, the rate will be calculated as 100% of the annual rate, less the Unearned Factor noted in No. 2 above. Otherwise it shall be pro-rata.
4. Coverage cannot be increased nor additional locations added if they are "Exposed to Hurricanes" and a "Named Storm" is in force, unless specifically accepted by the underwriter.
5. If property is added or deleted, each type of property at each location shall be treated separately and the underwriter shall determine the applicable annual rate based upon the characteristics of the risk. Risks of like kind and quality will be added or deleted as per the account rate submitted to the Unearned Factor, if applicable, noted in No. 1 above.
6. If a location is "Exposed to Hurricanes," the provisions of this endorsement replace any short rate provisions stipulated in this policy. If a location is not "Exposed to Hurricanes" during the period of June 1st to November 30th, the short rate return premium is 90% of applicable pro-rata premium subject to a Minimum Earned Premium of 25%.
7. "Exposed to Hurricanes" is defined as located in the State of Florida.

8. Nothing herein will act to provide coverage unless an automatic acquisition clause is included elsewhere in the policy and then only as per the terms of said clause.
9. Non-payment of premium, material misstatement or non-compliance with underwriting requirements shall be considered a request by the insured to cancel the policy.
10. Proof of mailing will be sufficient proof of notice.

Property Schedule

Enterprise Community Development District, FMIT #0710

October 1, 2022 - October 1, 2023

Location #		Address	Occupancy	Construction Type	
Loc	Bld	Cause of Loss - Building	Limit	Cause of Loss - Personal Property	Limit
001	001	Celebration Place Celebration, FL Special Form	\$38,760	Signs	Joisted Masonry \$0
001	002	Celebration Place Celebration, FL Basic	\$34,233	Boardwalk	Frame \$0
001	004	Celebration Place Celebration, FL Special Form	\$9,250	#1 Booster Pump	Non-Combustible \$0
001	005	Celebration Place Celebration, FL Special Form	\$25,830	Fencing	Frame \$0
002	001	Celebration Ave. Celebration, FL Special Form	\$32,300	Signs	Joisted Masonry \$0
003	001	200 Celebration Place Celebration, FL Basic	\$15,248	Irrigation	Non-Combustible \$0
005	001	US 192 Celebration, FL Basic	\$157,606	Boardwalk	Frame \$0
006	001	Blum Lane Celebration, FL Special Form	\$14,550	#2 Recirculation Pumps	Non-Combustible \$0
007	001	Various Locations Celebration, FL Special Form	\$3,708	Residential Street Signs	Non-Combustible \$0
008	001	Various Locations Celebration, FL Special Form	\$684,900	Street Lighting	Non-Combustible \$0

Total: \$1,016,385

COMMERCIAL PROPERTY

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
 - a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

COMMERCIAL PROPERTY
CP 00 10 04 02

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. - **Definitions**.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property - Separation of Coverage form:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns;
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under Additional Coverages - Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph n., does not apply to your "stock" of prepackaged software.
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

 - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
 - (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.

- q. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.
- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example #2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)
Debris Removal Expense	\$ 30,000
Debris Removal Expense Payable	
Basic Amount	\$ 10,500
Additional Amount	\$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example is \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
- (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
- (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered - Electronic Data.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
 - (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage - Electronic Data, subject to the following:

- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Electronic Data is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Electronic Data includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered - Electronic Data.
- (2) If the Causes Of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
- (3) If the Causes Of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or

(b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

(3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

(1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;
- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

(2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;

(b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example No. 1:

(This example assumes there is no coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Bldg. 1:	\$ 60,000
Limit of Insurance - Bldg. 2:	\$ 80,000
Loss to Bldg. 1:	\$ 60,100
Loss to Bldg. 2:	\$ 90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$ 60,100
- 250
\$ 59,850 Loss Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,850 + 80,000 = \$139,850

Example No. 2:

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1:	\$ 70,000	
		(exceeds Limit of Insurance plus Deductible)
Loss to Bldg. 2:	\$ 90,000	
		(exceeds Limit of Insurance plus Deductible)
Loss Payable - Bldg. 1:	\$60,000	
		(Limit of Insurance)
Loss Payable - Bldg. 2:	\$80,000	
		(Limit of Insurance)
Total amount of loss payable:		\$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.

- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
 - (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

 - (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

- d. Glass at the cost of replacement with safety glazing material if required by law.

e. Tenant's Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
- (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

 - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
 - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When:

The value of the property is	\$ 250,000
The Coinsurance percentage for it is	80%
The Limit of Insurance for it is	\$ 100,000
The Deductible is	\$ 250
The amount of loss is	\$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When:

The value of the property is	\$ 250,000
The Coinsurance percentage for it is	80%
The Limit of Insurance for it is	\$ 200,000
The Deductible is	\$ 250
The amount of loss is	\$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3:

When:

The value of property is:	
Bldg. at Location No. 1	\$ 75,000
Bldg. at Location No. 2	\$ 100,000
Personal Property at Location No. 2	\$ <u>75,000</u>
	\$ 250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is \$ 180,000

The Deductible is \$ 1,000

The amount of loss is: Bldg. at Location No. 2 \$ 30,000

Personal Property at Location No. 2. \$ 20,000
\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:

- (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.

- c. The terms of this Optional Coverage apply only to loss or damage that occurs:

- (1) On or after the effective date of this Optional Coverage; and
- (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.

- b. The amount of increase will be:

- (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:	The applicable Limit of Insurance is	\$ 100,000
	The annual percentage increase is	8%
	The number of days since the beginning of the policy year (or last policy change) is	146
	The amount of increase is \$100,000 x .08 x 146 ÷ 365 =	\$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;

- (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**COVERAGE EXTENSIONS**

It is agreed the Designated Member's property coverage under Coverage Extensions within the Building and Personal Property Coverage Form CP 00 10 04 02 is amended by this Form. To the extent of any conflict between any of the terms or conditions of Form CP 00 10 04 02 and this Form, this Form will control the availability and extent of Coverage Extensions to be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

5. COVERAGE EXTENSIONS

The limits of liability described throughout the following Coverage Extensions shall apply as specified in each of the following categories, but do not increase any other applicable limit of liability of the Coverage Agreement:

- a. Newly Acquired or Constructed Property – Newly acquired Building or Personal Property is property in which you acquire an insurable ownership interest after inception of the Coverage Agreement. Newly constructed Building or Personal Property is property in which you acquire an insurable ownership interest after inception of the Coverage Agreement as the result of your construction of it during the coverage term. The most the Trust will pay for loss or damage under this Extension is 50% of the Limit of Insurance for Real Property and Personal Property shown in the Declarations, but not more than \$2,000,000 Building Coverage and \$500,000 Personal Property Coverage, applicable per Scheduled Location.
 1. Coverage under this Extension for each newly acquired or constructed property will end when any of the following first occurs:
 - a) This Coverage Agreement expires;
 - b) 60 days expire after you acquire legal ownership or begin construction of the property if the total insured value applicable to newly acquired or constructed property exceeds \$1,000,000 individually or in combination; or
 - c) You report property values for the newly acquired or constructed property to us.
 2. As a condition of this coverage, additional premium will be calculated on a pro-rata basis from the date you acquire or commence construction of the new property. The additional premium will be due immediately if the total insured value applicable to newly acquired or constructed property exceeds \$2,500,000; or the additional premium will be due October 1 of the following Trust coverage year if the total insured value applicable to newly acquired or constructed property is less than \$2,500,000 and it remains covered by the Trust.

3. Coverage for newly acquired or constructed property as described herein shall be subject to the corresponding Real and Personal Property per occurrence deductible for all other perils specified in the Declarations or the Named Storm Percentage Deductible, depending upon the covered peril causing the loss or damage.
- b. Valuable Papers and Records (Valuable Papers and Records Coverage Form CM00670904) - Cost of Research - The most the Trust will pay under this Extension is \$500,000 per Designated Member, per occurrence.
 - c. Outdoor Property.
 - (1) Signs – Only for loss or damage due to fire, lightning, explosion, riot, civil commotion or aircraft and excluding signs when attached to Buildings or when individually scheduled in the Real and Personal Property Schedule, the coverage amount described in Form CP 00 10 04 02 Coverage Extension 5.e. “Outdoor Property” is replaced for signs as follows: The most the Trust will pay for loss or damage to outdoor signs under this Extension is \$25,000 per outdoor sign. The most the Trust will pay for vehicular damage to such outdoor signs is \$10,000 subject to a \$2,500 deductible per occurrence. The most the Trust will pay for all claims covered under this Extension “c.” for signs is \$100,000 in aggregate per Trust coverage year. For loss or damage due to Named Storm, the Trust shall provide coverage pursuant to Coverage Extension “w.” below, subject to its terms, limits and exclusions.
 - (2) Fences, radio or television antennas (including satellite dishes and their lead-in wiring, masts or towers) - For all causes of loss within purchased coverage and excluding any fences, radio or television antennas when attached to Buildings or when individually scheduled in the Real and Personal Property Schedule, the coverage described in Form CP 00 10 04 02 Coverage Extension 5.e. “Outdoor Property” is deleted and replaced as follows: The Trust shall provide coverage for fences, radio or television antennas pursuant to Coverage Extension “w.” below, subject to its terms, limits and exclusions.
 - d. Accounts Receivable (Accounts Receivable Coverage Form CM00660904) - You may extend the coverage that applies to your Business Personal Property to apply to your records of accounts receivable while they are at a Scheduled Location. Accounts Receivable are amounts owed to you by those with whom you deal in operating your business. The most the Trust will pay for loss under this Extension is \$500,000 per Designated Member, per occurrence.
 - e. Extra Expense (Extra Expense Coverage Form CP00500402) - You may extend the coverage that applies to your Building and Personal Property to apply to expenses over and above your ordinary business expenses, which are necessary to avoid or minimize the suspension of business and return to normal operations after a covered loss to Buildings or Personal Property at a “Scheduled Location.” The coverage limit for all claims covered under this Extension is \$1,000,000 in aggregate per Trust coverage year.

The Civil Authority period of coverage is extended to 60 days. This Extension insures loss resulting from the interruption of business due to damage to or destruction of property (of the type insured against) situated within the vicinity of

the Designated Member's property which shall prevent or hinder the use thereof, limited however, to a period of interruption not to exceed sixty (60) consecutive days and a one (1) mile limitation. However, in no event shall any loss exist (or be adjusted) unless the duration exceeds twenty-four (24) consecutive hours.

- f. Piers, wharves, and docks - Coverage is extended to include the Causes of Loss - Basic Form for scheduled piers, wharves, and docks. However, the Trust will not pay for loss or damage to these items if caused by the peril of windstorm or hail including Named Storm, or if caused by waves including objects or debris driven by waves when resulting from a Named Storm.
- g. Underground pipes, flues, and drains - Coverage is extended to include the Causes of Loss - Basic Form for scheduled underground pipes, flues, and drains.
- h. Business Income (Business Income Coverage Form CP00320402) – You may extend the coverage that applies to your operations to apply to business interruption caused by a covered cause of loss. The coverage limit for all claims covered under this Extension is \$500,000 in aggregate per Trust coverage year.

The Civil Authority period of coverage is extended to 60 days. This Extension insures loss resulting from the interruption of business due to damage to or destruction of property (of the type insured against) situated within the vicinity of the Designated Member's property which shall prevent or hinder the use thereof, limited however, to a period of interruption not to exceed sixty (60) consecutive days and a one (1) mile limitation. However, in no event shall any loss exist (or be adjusted) unless the duration exceeds twenty-four (24) consecutive hours.

- i. Arson Reward - Subject to a limit of \$5,000 per occurrence, the Trust will reimburse the Designated Member for rewards it pays for information leading to conviction for an act of arson that resulted in loss or damage to Covered Property by a covered cause of loss.
- j. Electronic Data Processing Equipment (Software) – The Trust will pay for mechanical breakdown for software at scheduled locations of the Designated Member. Software means all forms of converted data and/or instruction vehicles employed in your data processing operation. Also included is the medium on which data is recorded such as magnetic tapes, hard disk or floppy disks. Software that is the property of others is covered as long as you are responsible for it.

The most the Trust will pay for a loss under this Extension is \$250,000 per occurrence.

- k. Personal Property Off-Premises – The limit described in Building and Personal Property Coverage Form, CP 00 10 04 02, A.5.d.(3) is amended to read \$250,000 for Personal Property.
- l. Personal Property of Others – The limit described in Building and Personal Property Coverage Form, CP 00 10 04 02, A.5.b. is amended to read \$50,000 for Personal Property.
- m. Preservation of Property – If it is necessary to move covered property from the Scheduled Location to preserve it from loss or damage by a covered cause of loss, the Trust will pay up to \$100,000 in aggregate per Trust coverage year under this Extension for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after it is first moved.

- n. Service Interruption Coverage – In the event a covered cause of loss directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), the Trust will pay for damage to covered property at a Scheduled Location directly resulting from interruption of electricity, steam, water, natural gas or refrigeration. This coverage is limited to direct damage within one thousand (1,000) feet of the property line of the Scheduled Location.

The dollar deductible stated in the Declarations, subject to a minimum deductible of \$5,000, shall apply after a 72 hour waiting period has been fully applied as measured from the time of resulting damage to covered property to the time when, with due diligence, the interrupted service would be restored.

The coverage limit for all claims covered under this Extension is \$100,000 in aggregate per Trust coverage year.

However, the Trust will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

- o. Pollutant Clean-up and Removal – The limit described in Building and Personal Property Coverage Form, CP 00 10 04 02, A.4.d is amended to read \$100,000 for Expenses.
- p. Property in Transit – The limit described in Causes of Loss – Special Form, CP 10 30 04 02, F.1.c. is amended to read \$250,000 for Personal Property.
- q. Antiques and Objects of Art – The most the Trust will pay under this Extension is \$15,000 per item, up to \$250,000 in aggregate per Trust coverage year.
- r. Recertification/Recharge of Equipment – The Trust will pay the cost to recertify/recharge portable fire fighting, ambulance or rescue equipment when discharged to control a fire or such equipment is damaged in a covered loss.

The Trust will pay the cost to refill fixed halon or carbon dioxide extinguishing systems which protect data processing operations when they discharge as intended to control a covered loss, provided the Designated Member keeps the halon or carbon dioxide systems in good working order while this agreement is in effect. This Extension does not cover any accidental discharge or discharge that occurs at the time of installation, repair or recharging of the halon or carbon dioxide system. The most the Trust will pay in any one occurrence is \$250.00.

- s. Errors and Unintentional Omissions – The Trust will pay up to \$100,000 in aggregate per Trust coverage year if, by error or unintentional omission, the Designated Member omitted any building or personal property item(s) of like kind and type as those which were properly scheduled for coverage under the Coverage Agreement. This coverage shall only apply to Building and Personal Property items required to be identified and included within the member's Real and Personal Property Schedule for coverage. Upon discovery of any such error or unintentional omission by the Designated Member or the Trust, omitted items

must be reported to the Trust as soon as practicable and as a condition of this coverage, additional premium will become due as if calculated from Coverage Agreement inception. This coverage shall be subject to the corresponding Real and Personal Property per occurrence deductible for all other perils specified in the Declarations or the Named Storm Percentage Deductible, depending upon the covered peril causing the loss or damage to property.

- t. Law Enforcement Canine/Equine Expense - While conducting Law Enforcement Activities, the Trust will pay for the in line of duty death or destruction of a certified police canine or horse owned or leased by the Designated Member. The Trust will further reimburse the Designated Member for medical expenses incurred due to the in line of duty injury of a certified police canine or horse owned or leased by the Designated Member where treatment is provided by a licensed veterinarian.

The Trust will also cover the loss of the canine(s)/horses(s) by:

- (1) Breaking into your kennel or other place where your canine(s)/horses(s) may be kept or into a conveyance in which they are being transported. There must be visible signs of break-in.
- (2) Stealing when on exhibition at any show, trial or otherwise, provided the canine(s)/horses(s) are constantly in the charge of an attendant or watchman.

LIMITATION:

The Trust does not insure against loss due to escape or disappearance.

CONDITIONS:

- (1) The described animals covered are in sound condition and not defective in eyesight or hearing at the time the Trust issues this Agreement;
- (2) Necessity for humane destruction of any described animal covered must be certified by a licensed veterinarian.

The most the Trust will pay under this Extension is \$15,000 per animal, up to \$30,000 in aggregate per Trust coverage year.

- u. Covered Property – The distance described in Building and Personal Property Coverage Form (CP 00 10 04 02) A.1.a.(5)(b) and A.1.b. is amended to read on or within 1,000 feet of the described premises.
- v. Leasehold Interest Coverage Form, CP 00 60 06 95 – The most the Trust will pay under this Extension is \$100,000 in aggregate per Trust coverage year.
- w. The Trust will provide limited coverage for non-scheduled property in the open (hereafter “non-scheduled PITO”) that suffers direct damage or loss caused by a covered peril. As used herein, non-scheduled PITO means the insurable property of the Designated Member that is not a Building, was not affirmatively included in the Real and Personal Property Schedule for coverage, and satisfies the following conditions:
 - (1) FMIT must first determine the non-scheduled PITO property is:

- a. Permanently located at a Scheduled Location;
 - b. Freestanding in an open area outside and not attached to, forming any portion of, nor providing any auxiliary function or service to, a Building; and
 - c. Not already included for coverage in the Designated Member's Real and Personal Property Schedule (RPP Schedule), nor otherwise covered pursuant to ordinary application of the Coverage Agreement including the Building and Personal Property Coverage Form; and
- (2) Coverage and coverage limits for non-scheduled PITO property are as follows:
- a. The non-scheduled PITO coverage limit is the amount shown beside non-scheduled PITO sub-limit in the Declarations.
 - b. The non-scheduled PITO coverage limit will be an annual aggregate limit calculated as 1% of the Designated Member's total Real and Personal Property Scheduled and insured values (rounded up to the nearest \$10,000), subject to a minimum aggregate limit per Trust coverage year of \$100,000 and a maximum aggregate limit per Trust coverage year of \$500,000. However, if the total amount shown in the Declarations for Real and Personal Property coverage limits is less than \$100,000, the minimum non-scheduled PITO annual aggregate limit will be the lesser of \$100,000 or the total amount shown in the Declarations for Real and Personal Property limits;
 - c. Maximum per-item limit of coverage is \$25,000; and
 - d. For the removal of doubt, the Trust's intent is to only provide the Designated Member the above monetary limit of coverage for non-scheduled PITO; it does not intend to duplicate coverage arising elsewhere in the Coverage Agreement nor confer the same status afforded to any covered property which was affirmatively added to the RPP Schedule. Further, the above-referenced limit of coverage is included within, forms part of, and is not in addition to, the Property and Allied Coverages coverage limit shown in the Declarations; and
- (3) A deductible for non-scheduled PITO property will apply as follows:
- a. For loss or damage caused by Named Storm, a separate per-occurrence deductible will apply. This deductible will be calculated by applying the relevant Named Storm Percentage Deductible to the non-scheduled PITO Coverage Limit referred to above and shown in the Declarations; and
 - b. For loss or damage by all other causes, the deductible specified in the Declarations for all other perils will apply per occurrence; and
- (4) Coverage is excluded for the following non-scheduled PITO property:
- a. Bridges, aqueducts, docks, piers, water access ramps, dune walkovers, boardwalks of any kind, boat landings and ramps, wharfs, retaining walls and seawalls;

- b. Rafts and other floating devices or equipment including portable/moveable docks and marinas;
 - c. Underground tunnels, passageways, water mains, pipes, irrigation pipes; and
 - d. Water or sewage lift pumps of every kind, including irrigation pumps, any type of pump and pre-pump station, lift pumps, lift stations and related water control devices.
 - e. Any property at any location subject to a complete coverage exclusion pursuant to coverage endorsement CP 10 50 07 88.

- x. Property Damage Mitigation Coverage. If a Named Storm occurrence results in direct physical damage or loss to a covered Building at a Scheduled Location, the Trust will provide Property Damage Mitigation Coverage to reduce the damage and ultimate costs of loss to the covered Building, subject to the terms specified below. Property Damage Mitigation Coverage will be provided in the form of damage mitigation services from the Trust or its expressly designated agent at the covered Building and only according to the following terms and conditions:
 - (1) Coverage applies when expressly pre-authorized by the Trust within 30 days following the occurrence and after the Trust or its designated agent reasonably determine damage mitigation services will reduce the amount of loss that would have been incurred at the covered Building;
 - (2) Coverage applies only to damage mitigation services performed by the Trust or its designated agent, such services to include: evacuation of accumulated water that intrudes a covered Building, providing temporary roof coverings/tarps, emergency demolition of interior flooring or walls if reasonably necessary and/or other services the Trust deems reasonably necessary to reduce the amount of loss that would have been incurred at the covered Building;
 - (3) No deductible applies to PDMC, except as follows:
 - a. Certain Flooding. If physical loss or damage was caused by flooding that is not Storm Surge Flooding as provided in the Named Storm Coverage and Deductible coverage form (FMIT NS):
 - 1) a per-occurrence deductible shall apply for Buildings in flood zones B, C or X, as provided in the flood coverage extension coverage form (FMIT FLOOD); or
 - 2) a per-Building deductible shall apply for Buildings in high-risk flood zones A or V, as provided in the flood coverage extension coverage form (FMIT FLOOD); and
 - (4) PDMC applies subject to a limit of \$500,000 per-occurrence, regardless of the number of Scheduled Locations or Buildings affected, and subject to other exclusions described herein. However, this PDMC limit is included within, and is not in addition to, property coverage limits set forth in the Declarations including the affected Building's coverage limit;
 - (5) This PDMC coverage shall not apply and is excluded for the following:

- Deductible for a covered Building; and in such instances, ordinary property damage coverage, terms and conditions shall apply at the Building, including coinsurance requirements where applicable;
- b. When the Trust determines any other property damage coverage not subject to any deductible applies at the Building, including, but not limited to, Extra Expense Coverage;
 - c. Direct payments requested by Designated Members or third parties for damage mitigation services costs if the Trust in its discretion determines costs were incurred outside the terms and conditions of this endorsement;
 - d. Property damage that does not affect a covered Building at a Scheduled Location;
 - e. Property damage to any property in the open and/or PITO, whether individually scheduled or not; and
 - f. Property damage the Trust in its discretion determines to be pre-existing, ordinary wear and tear or deterioration from a lack of reasonably suitable maintenance.
- y. Testing and Detection of Asbestos. The Trust will pay for asbestos testing and detection if it determines asbestos testing or detection is necessary for the repair or replacement of covered property. This coverage is solely limited to testing and/or detection costs and only applies to the portion of covered property which was damaged by a covered peril for which a claim has been made.

**COMMERCIAL PROPERTY
CP 01 25 10 07**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provision applies when a Coinsurance percentage is shown in the Declarations:

Florida law states as follows:

Coinsurance contract: The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the Insured.

C. The following is added:

If windstorm is a Covered Cause of Loss and loss or damage to Covered Property is caused by or results from windstorm, the following exclusion applies in:

1. Broward County;
2. Dade County;
3. Martin County;
4. Monroe County;
5. Palm Beach County; and
6. All the areas east of the west bank of the Intra-Coastal Waterway in the Counties of:
 - a. Indian River; and
 - b. St. Lucie.

WINDSTORM EXTERIOR PAINT AND WATERPROOFING EXCLUSION

We will not pay for loss or damage caused by windstorm to:

1. Paint; or
2. Waterproofing material;

applied to the exterior of Buildings unless the Building to which such loss or damage occurs also sustains other loss or damage by windstorm in the course of the same storm event. But such coverage applies only if windstorm is a Covered Cause of Loss.

When loss or damage to exterior paint or waterproofing material is excluded, we will not include the value of paint or waterproofing material to determine:

- a. The amount of the Windstorm or Hail Deductible; or
- b. The value of Covered Property when applying the Coinsurance Condition.

D. The **Loss Payment** Condition dealing with the number of days within which we must pay for covered loss or damage is replaced by the following:

Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage upon the earliest of the following:

- (1) Within 20 days after we receive the sworn proof of loss and reach written agreement with you;
- (2) Within 30 days after we receive the sworn proof of loss and:
 - (a) There is an entry of a final judgment; or
 - (b) There is a filing of an appraisal award with us; or
- (3) Within 90 days of receiving notice of claim, unless we deny the claim during that time or factors beyond our control reasonably prevent such payment. If a portion of the claim is denied, then the 90-day time period for payment of claim relates to the portion of the claim that is not denied.

Paragraph (3) applies only to the following:

- (a) A claim under a policy covering residential property;
- (b) A claim for building or contents coverage if the insured structure is 10,000 square feet or less and the policy covers only locations in Florida; or

- (c) A claim for contents coverage under a tenant's policy if the rented premises are 10,000 square feet or less and the policy covers only locations in Florida.

E. Sinkhole Collapse Coverage Removed

Sinkhole Collapse coverage is removed as indicated in Paragraphs E.1. through E.4.; and coverage for Catastrophic Ground Cover Collapse is added instead as set forth in Paragraph F.

1. In the Causes of Loss - Basic Form and in the Standard Property Policy, Sinkhole Collapse is deleted from the Covered Causes of Loss and sinkhole collapse is no longer an exception to the Earth Movement exclusion.
2. In the Causes of Loss - Broad Form, Sinkhole Collapse is deleted from the Covered Causes of Loss and from the Additional Coverage - Collapse; and sinkhole collapse is no longer an exception to the Earth Movement exclusion.
3. In the Causes of Loss - Special Form, sinkhole collapse is deleted from the "specified causes of loss" and is no longer an exception to the Earth Movement exclusion.
4. In the Mortgageholders Errors And Omissions Coverage Form, sinkhole collapse is deleted from the Covered Causes of Loss under Coverage B and from the "specified causes of loss", and is no longer an exception to the Earth Movement exclusion.

Further, this Coverage Part does not insure against Sinkhole Loss as defined in Florida law unless an endorsement for Sinkhole Loss is made part of this policy. However, if Sinkhole Loss causes Catastrophic Ground Cover Collapse, coverage is provided for the resulting Catastrophic Ground Cover Collapse even if an endorsement for Sinkhole Loss is not made part of this policy.

- F. The following is added to this Coverage Part as a Covered Cause Of Loss. In the Causes Of Loss - Special Form and Mortgageholders Errors And Omissions Coverage Form, the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

CATASTROPHIC GROUND COVER COLLAPSE

We will pay for direct physical loss or damage to Covered Property caused by or resulting from catastrophic ground cover collapse, meaning geological activity that results in all of the following:

- (a) The abrupt collapse of the ground cover;
- (b) A depression in the ground cover clearly visible to the naked eye;
- (c) Structural damage to the building, including the foundation; and
- (d) The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.

However, structural damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute loss or damage resulting from a catastrophic ground cover collapse.

The Earth Movement exclusion and the Collapse exclusion do not apply to coverage for Catastrophic Ground Cover Collapse.

Coverage for Catastrophic Ground Cover Collapse does not increase the applicable Limit of Insurance. Regardless of whether loss or damage attributable to catastrophic ground cover collapse also qualifies as Sinkhole Loss or Earthquake (if either or both of those causes of loss are covered under this Coverage Part), only one Limit of Insurance will apply to such loss or damage.

**COMMERCIAL PROPERTY
CP 10 10 04 02**

CAUSES OF LOSS - BASIC FORM

A. Covered Causes Of Loss

When Basic is shown in the Declarations, Covered Causes of Loss means the following:

1. Fire.
2. Lightning.
3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass. This cause of loss does not include loss or damage by:
 - a. Rupture, bursting or operation of pressure relief devices; or
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water.
4. Windstorm or Hail, but not including:
 - a. Frost or cold weather;
 - b. Ice (other than hail), snow or sleet, whether driven by wind or not; or
 - c. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
5. Smoke causing sudden and accidental loss or damage. This cause of loss does not include smoke from agricultural smudging or industrial operations.
6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the described property or with the building or structure containing the described property. This cause of loss includes loss or damage by objects falling from aircraft.

We will not pay for loss or damage caused by or resulting from vehicles you own or which are operated in the course of your business.

7. Riot or Civil Commotion, including:

- a. Acts of striking employees while occupying the described premises; and
- b. Looting occurring at the time and place of a riot or civil commotion.

8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

We will not pay for loss or damage caused by or resulting from theft, except for building damage caused by the breaking in or exiting of burglars.

9. Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

If the building or structure containing the Automatic Sprinkler System is Covered Property, we will also pay the cost to:

- a. Repair or replace damaged parts of the Automatic Sprinkler System if the damage:
 - (1) Results in sprinkler leakage; or
 - (2) Is directly caused by freezing.
- b. Tear out and replace any part of the building or structure to repair damage to the Automatic Sprinkler System that has resulted in sprinkler leakage.

Automatic Sprinkler System means:

- (1) Any automatic fire protective or extinguishing system, including connected:
 - (a) Sprinklers and discharge nozzles;
 - (b) Ducts, pipes, valves and fittings;
 - (c) Tanks, their component parts and supports; and
 - (d) Pumps and private fire protection mains.
- (2) When supplied from an automatic fire protective system:
 - (a) Non-automatic fire protective systems; and
 - (b) Hydrants, standpipes and outlets.

- 10. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - a. The cost of filling sinkholes; or
 - b. Sinking or collapse of land into man-made underground cavities.
- 11. Volcanic Action, meaning direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:
 - a. Airborne volcanic blast or airborne shock waves;
 - b. Ash, dust or particulate matter; or
 - c. Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

This cause of loss does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
 - a. **Ordinance Or Law**

The enforcement of any ordinance or law:

 - (1) Regulating the construction, use or repair of any property; or
 - (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

 - (1) An ordinance or law that is enforced even if the property has not been damaged; or
 - (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.
 - b. **Earth Movement**
 - (1) Earthquake, including any earth sinking, rising or shifting related to such event;
 - (2) Landslide, including any earth sinking, rising or shifting related to such event;

- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (5) Volcanic eruption, explosion or effusion.

But if volcanic eruption, explosion or effusion results in fire or Volcanic Action, we will pay for the loss or damage caused by that fire or Volcanic Action.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph B.3.a.(1) applies to these coverages.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **(4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from:

- a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.

- b. Rupture or bursting of water pipes (other than Automatic Sprinkler Systems) unless caused by a Covered Cause of Loss.

- c. Leakage or discharge of water or steam from any part of a system or appliance containing water or steam (other than an Automatic Sprinkler System), unless the leakage or discharge occurs because the system or appliance was damaged by a Covered Cause of Loss. But we will not pay for loss or damage caused by or resulting from continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

- d. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.

But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

- e. Mechanical breakdown, including rupture or busting caused by centrifugal force.

But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- f. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

- (2) Any loss caused by or resulting from:
- (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
- (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period of Indemnity Optional Coverage or any variation of these.
- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (6) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance Or Law; does not apply to insurance under this Coverage Form.

- (2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a., Ordinance Or Law;
- (b) Paragraph B.1.c., Governmental Action;
- (c) Paragraph B.1.d., Nuclear Hazard;
- (d) Paragraph B.1.e., Utility Services; and
- (e) Paragraph B.1.f., War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in C.2. and C.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A Covered Cause of Loss other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under C.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph b. of Covered Causes Of Loss 9., Sprinkler Leakage.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.
 - a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

D. Limitation

We will pay for loss of animals only if they are killed or their destruction is made necessary.

E. Definitions

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**COMMERCIAL PROPERTY
CP 10 30 04 02**

CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. - Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations;

that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in Paragraph B.4.a.(1) applies to these coverages.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in g.(1) through g.(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
 - b. Delay, loss of use or loss of market.
 - c. Smoke, vapor or gas from agricultural smudging or industrial operations.
 - d.(1) Wear and tear;
 - (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
- (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature; or
 - (c) Marring or scratching.
- But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.
- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
 - g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
 - h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.
- This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - j. Rain, snow, ice or sleet to personal property in the open.
 - k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.
 - m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.
 - But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.
- (2) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".
 - This exclusion does not apply to Extra Expense.
- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

- (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (6) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a. Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a., Ordinance Or Law;
 - (b) Paragraph B.1.c., Governmental Action;
 - (c) Paragraph B.1.d., Nuclear Hazard;
 - (d) Paragraph B.1.e., Utility Services; and
 - (e) Paragraph B.1.f., War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- 1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income coverage or Extra Expense coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Animals, and then only if they are killed or their destruction is made necessary.
- b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income coverage or to Extra Expense coverage.
3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
- a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - c. \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income coverage or to Extra Expense coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

D. Additional Coverage - Collapse

The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in D.1. through D.5. below.

1. With respect to buildings:

- a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;
- b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse;
- c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
- d. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;

- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in 1.a. through 1.d. do not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in 2.a., 2.d. and 2.e.

3. With respect to the following property:
- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
 - b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if the collapse is caused by a cause of loss listed in 2.b. through 2.f., we will pay for loss or damage to that property only if:
- a. Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form; and
 - b. The property is Covered Property under this Coverage Form.
4. If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse was caused by a Cause of Loss listed in 2.a. through 2.f. above;
 - b. The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 3. above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 4. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

5. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.

E. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - a. A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage - Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or

- (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

ANTI-CONCURRENT CAUSE OF LOSS ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COVERAGE AGREEMENT.

It is agreed the Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

- I. This endorsement modifies coverage provided by the Trust for the following property coverage forms:
 - Causes of Loss Basic (CP 10 10 04 02);
 - Causes of Loss Special (CP 10 30 04 02);
 - Building and Personal Property Coverage Form (CP 00 10 04 02)
 - Named Storm Coverage and Percentage Deductible Endorsement (FMIT PROP 11NS-A 1022);
 - Named Storm Coverage and Percentage Deductible Endorsement (FMIT PROP 11NS-B 1022);
 - Housing Authority Windstorm and Hail Deductible Endorsement (FMIT PROP 11H 1022);
 - Ordinance or Law Coverage (FMIT PROP12 1021); and
 - Inland Marine Floater (FMIT PROP 02 1022).

- II. You and the Trust agree the operation of the concurrent cause of loss doctrine shall not apply to the coverage under the above-noted property coverage forms to either circumvent the effect of coverage exclusions or create coverage otherwise not expressly provided for. Accordingly:
 - (1) the Trust shall only cover and pay for that portion of loss or damage to covered property which was caused solely by a covered cause of loss; and
 - (2) if covered and noncovered causes of loss combine to cause loss or damage to covered property and such loss or damage cannot be clearly and convincingly determined and apportioned between the covered and noncovered causes of loss, then all such loss or damage is excluded entirely, regardless of any cause or event that contributes concurrently or in any sequence to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL EXCLUSIONS

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - BASIC FORM
 CAUSES OF LOSS - BROAD FORM
 CAUSES OF LOSS - SPECIAL FORM
 STANDARD PROPERTY POLICY

Prem No.	Bldg. No.	SCHEDULE		
		Exclusion Applicable		
		Windstorm or Hail	Vandalism	Sprinkler Leakage
001	002	X		
005	001	X		

A. The following is added to the EXCLUSIONS section, as indicated in the Declarations or by an "X" in the Schedule:

1. WINDSTORM OR HAIL.

Windstorm or hail.

2. VANDALISM.

Vandalism, meaning willful and malicious damage to, or destruction of, the described property.

3. SPRINKLER LEAKAGE.

Sprinkler leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.

B. But if loss or damage by any other Covered Cause of Loss results, we will pay for that resulting loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

The Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement shall control how coverage is applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

The Ordinance or Law Exclusion contained in Section B., Cause of Loss Form CP 10 10 04 02 or Section B., Cause of Loss Form 10 30 04 02, as applicable to your purchased coverage, does not apply to this endorsement. This endorsement deletes and replaces the provisions contained in Section A. 4. e. Increased Cost of Construction of the Building and Personal Property Coverage Form CP 00 10 04 02 to which this endorsement is attached, and provides additional coverage as follows:

A. If a Covered Cause of Loss causes direct physical damage to covered Building property, and subject to the limits specified below, we agree to pay:

1. For loss or damage caused by enforcement of any ordinance or law that:
 - a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss;
2. The increased costs to repair, rebuild or construct the property caused by enforcement of the building, zoning or land use ordinance or law. If the property is repaired or rebuilt, it must be repaired or rebuilt for similar occupancy as the current property, unless otherwise required by the building, zoning or land use ordinance or law; and
3. The cost to demolish and clear the site of undamaged parts of the property caused by enforcement of the building, zoning or land use ordinance or law.

endorsement if the building sustains direct physical damage covered by this Coverage Agreement and as a result of such damage, you are required to comply with the building, zoning or land use ordinance or law. However:

1. Coverage does not apply under this endorsement if the building sustains direct physical damage that is excluded from coverage and the Trust, in its sole discretion, reasonably determines such damage is the basis for the ordinance or law with which you are required to comply; and
2. We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants."

C. We will not pay for increased construction costs under this endorsement:

1. Until the property is actually repaired or replaced, at the same premises or elsewhere; and

B. Coverage applies under this

2. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, within a period not to exceed two (2) years. No action on the part of FMIT, other than a written extension, shall extend the time **period within which to complete repair** or replacement.

D. Payment Restrictions:

1. If the property is repaired or replaced on the same premises, we will not pay more than the amount you actually spend to:
 - a. Demolish and clear the site; and
 - b. Repair, rebuild or construct the property but not for more than property of the same height, floor area and style on the same premises.

2. If the property is not repaired or replaced on the same premises, we will not pay more than:
 - a. The amount you actually spend to demolish and clear the site of the described premises; and
 - b. The cost to replace, on the same premises, the damaged or destroyed property with other property:
 - (1) Of comparable material and quality;
 - (2) Of the same height, floor area and style; and
 - (3) Used for the same purpose.

3. For all increased costs to repair, rebuild or construct the covered property caused by enforcement of the building, zoning or land use ordinance or law, we will not pay more than 25% over the actual loss to the property and we will not pay more than the Limit of Insurance applicable to the covered Building property at any Scheduled Location.

- E. The terms of this endorsement apply separately to each building to which the endorsement applies.

COMMERCIAL PROPERTY
CP 10 35 06 95

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS - SPECIAL FORM

The following is added to the EXCLUSIONS section:

We will not pay for loss or damage to the following property caused by or resulting from watercraft:

- A. Retaining walls that are not part of a building;
- B. Bulkheads; or
- C. Pilings, piers, wharves or docks.

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THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**FLOOD COVERAGE EXTENSION**

It is agreed the Designated Member's coverage provided by Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

Flood Coverage

The Trust will provide coverage for direct physical loss or damage to covered property caused by "flood" as that term is defined herein. Unless otherwise noted, this Flood Coverage Extension ("Flood Extension") shall be deemed to operate only in excess of flood loss or damage coverage provided under any federal National Flood Insurance Program (NFIP) Standard Flood Insurance Policy(ies), whether such policy(ies) is in effect at the building(s) or not, and shall only apply to covered Buildings and Personal Property as defined and covered under a NFIP Standard Flood Insurance Policy.

If any flood coverage through NFIP or any other flood insurance carrier or program is in force and applicable to loss or damage to which this Flood Extension applies, the Trust will not cover such loss or damage on a primary basis but will instead only apply this coverage excess of other flood insurance coverage.

Coverage and loss adjustment will be based on the value of your property at Scheduled Locations as shown in your Declarations (including the Real and Personal Property Schedule and Statement of Values). Additionally, the Trust will adjust covered property loss or damage claims on the basis of the cost to replace the covered property or, if not replaced within 24 months following the loss or damage, the actual cash value of such covered property at the time loss or damage occurred.

For the purpose of this Flood Extension, the term "flood" shall mean a rising and overflowing of a body of water onto normally dry land; or the unusual and rapid accumulation or runoff of surface waters from any source, including water which backs up through sewers or drains as a result of any of the foregoing. If this flood coverage applies to a building or part thereof, it shall cover direct loss by flood to foundations, excavations, and all other portions of said building or part thereof, even though the Coverage Agreement may have excluded foundations, excavations and such portions of said building, or part thereof, from coverage. The Trust shall not be liable hereunder for loss by flood to glass, or lettering or ornamentation thereon, which at the time of such loss may be separately covered as such against loss by flood under any other policy of insurance.

All property damage by flood shall be deemed to occur at the time flood waters first contact covered property. However, in all cases, all property damage by flood occurring within a continuous 96-hour period will be considered a single occurrence. The expiration of this agreement will not reduce this 96-hour period.

Flood Coverage Limit

The Trust will pay the Designated Member for direct physical loss or damage to covered property caused by flood when covered under this Flood Extension up to a limit of \$5,000,000 per-occurrence and subject to an annual "Shared Aggregate Flood Limit" as described herein. The applicable annual Shared Aggregate Flood Limit provides a maximum flood coverage limit of \$150,000,000 per Trust year which will be shared by and among all FMIT Designated Members. This Shared Aggregate Flood Limit will be the Trust's maximum limit of flood coverage payable per Trust year, regardless of the timing, frequency or number of flood occurrences, and regardless of the number of Designated Members that present claims for Flood Extension coverage during such Trust year.

Flood Deductible

Flood Zones A or V. Flood coverage at Scheduled buildings wholly or partially in Flood Zones A or V (including prefixes or suffixes thereof) as designated and amended from time to time by the Federal Emergency Management Agency (FEMA), shall only apply excess of and subject to a deductible in an amount that equals either of the following that applies to you:

- (1) in the absence of purchased flood coverage, the respective per-building and per-personal property coverage limits then in effect under the NFIP that could have been purchased; or
- (2) if there is purchased flood coverage, the respective per-building and per-personal property flood coverage limits applicable to the affected building and personal property under any flood insurance policy coverage in force and applicable to physical loss or damage caused by flood.

Flood Zones B, C, or X. Flood coverage at Scheduled Locations in Flood Zones B, C, or X (including prefixes or suffixes thereof) as designated and amended from time to time by FEMA or at Scheduled Locations not in any designated flood zone, shall only apply excess of and subject to a per-occurrence deductible in an amount that equals the greater of the following:

- (1) the per-occurrence flood insurance coverage deductible of any NFIP policy or other flood insurance policy coverage in force and applicable to the affected building and personal property; or
- (2) The Designated Member's per-occurrence deductible for all other perils specified in the Real and Personal Property and Allied Lines Declarations.

If a single occurrence results in non-flood damage to covered property and flood damage covered by this Flood Extension, only the greater of the non-flood Real and Personal Property per-occurrence deductible for all other perils or the applicable Flood Deductible described in this section shall apply to the occurrence.

Exclusions

Notwithstanding the above coverage provisions, this Flood Extension will not provide coverage for:

1. Any sums in excess of the actual replacement cost for covered property such as the cost

to replace an affected building so as to comply with any general state law or local building code or ordinance; except, where the sum in excess of actual replacement is solely intended for flood proofing, elevation, relocation or demolition required to comply with a state or local floodplain management law or ordinance (hereafter, Increased Cost of Compliance or "ICC"). Payment for ICC is allowed in an amount up to \$30,000 or such other specified coverage limit for ICC within a standard NFIP flood policy, whichever is greater. Any such ICC amount is in addition to the amount the Trust will pay for your building loss claim. However, the total amount of your building loss claim and ICC claim cannot exceed the maximum flood coverage limit available for the Building. If covered property is not replaced, this coverage excludes all ICC amounts and any other sum excess of the actual cash value of such covered property at the time of loss or damage less the value of its physical depreciation;

2. Any structure that does not feature two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or any manufactured home or mobile home;
3. Any personal property that is not inside a structure covered under this Flood Extension;
4. Any extra expenses incurred as a result of a flood occurrence;
5. Any loss of use of the covered property;
6. Any loss of revenue, profits or other economic loss;
7. Any sum in excess of the applicable Flood Coverage Limit provided under this Flood Extension; or
8. Any storm surge flooding caused by or as the result of a Named Storm and involving rising waters that originate from the Gulf of Mexico or Atlantic Ocean.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

NAMED STORM COVERAGE AND PERCENTAGE DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM OF THE COVERAGE AGREEMENT.

The Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement shall control how coverage is applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "FMIT," "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

When direct physical loss or damage to covered property is caused by Named Storm as specified below, this endorsement shall govern all coverage provided and the applicable deductible and replaces all, except the first paragraph, of Section D. Deductible provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

- I. For purposes of this endorsement and all coverage provided when property loss or damage is caused by Named Storm, the following shall apply:

- a. Definitions

1. "Named Storm" means a named windstorm weather condition that is officially declared by the National Hurricane Center of the National Weather Service to be a Tropical Storm or Hurricane.

2. "Inland County," as used herein, shall mean an interior county and includes any of the following Florida counties: Alachua, Baker, Bradford, Calhoun, Clay, Columbia, De Soto, Gadsden, Gilchrist, Glades, Hamilton, Hardee, Hendry, Highlands, Holmes, Jackson, Lafayette, Lake, Leon, Madison, Marion, Okeechobee, Orange, Osceola, Polk, Putnam, Seminole, Sumter, Suwanee, and Union.

3. "Coastal County," as used herein, shall mean a coastal county which directly borders the Gulf of Mexico or Atlantic Ocean and is specifically intended to include any Florida county not listed within the definition of "Inland County."

4. "Non-scheduled PITO property," as used herein, shall have the same meaning as provided in FMIT Coverage Extension 5.w.

- b. Coverage:

1. Subject to all terms, conditions, limitations and exclusions applicable when the Trust must determine if claims for loss or damage are covered pursuant to Section A. "Coverage" of the Building and Personal Property Coverage Form CP 00 10 04 02, the Trust will pay for direct physical loss or damage to covered property caused by Named Storm when such loss or damage is:

a. Caused by wind, hail, rain, lightning or tornadoes, if all or any of these occur as a part of and during a Named Storm; or

b. Caused by Storm Surge Flooding that occurs at Scheduled Locations as the result of a Named Storm. Storm Surge Flooding means flooding that involves rising waters that originate from the Gulf of Mexico or Atlantic Ocean. FMIT's storm surge flooding coverage will apply on a primary basis except for any locations where any other flood insurance coverage or program is in force and applies to the flooding occurrence. FMIT's storm surge flooding coverage will only apply in excess of coverage from the other flood insurer's coverage and is subject to a deductible which will be the greater of the other flood insurer's flood coverage deductible or FMIT's Named Storm Percentage Deductible. For the removal of doubt, this coverage excludes coverage for flooding as provided elsewhere in the Coverage Agreement, including unusual and rapid accumulation or runoff of surface waters from rain or any source, unless such flooding is Storm Surge Flooding as described above in this subsection "b."

2. A Named Storm occurrence is deemed to begin at the time direct physical loss or damage to covered property caused by a Tropical Storm or Hurricane first occurs after the corresponding Tropical Storm or Hurricane watch or warning is issued. However, in all cases, all property loss or damage caused by Named Storm and occurring within a continuous ninety-six (96) hour period will be considered a single occurrence.

3. Notwithstanding Cause of Loss – Basic Form section A.4. c. and Cause of Loss – Special Form Section C.1.c.(1), the Trust will pay for direct physical loss or damage to your covered property caused by Named Storm when:

- a. there is rain intrusion at an identified wall, roof or window site, resulting in damage to the interior of a covered building or structure or to the covered property inside such building or structure; and
- b. such rain intrusion was caused by the damaging force and effect of wind-driven rain upon the building or structure during a Named Storm.

However, this coverage will not be provided where the Trust's Administrator determines the subject building was not suitably maintained by the Member as evidenced by pre-existing damage or deterioration at the rain intrusion site that is unrelated to the Named Storm.

4. Replacement Cost Coverage. If your coverage includes optional replacement cost coverage, as provided in Section G. 3. Replacement Cost, Building and Personal Property Coverage Form CP 00 10 04 02, subsection 3.d. is specifically replaced as follows:

- d. We will not pay on a replacement cost basis for any loss or damage arising from Named Storm occurrence:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Provided the repairs or replacement are made within three (3) years after the loss or damage occurred, unless prior to

the expiration of such 3-year period, the Trust, in its sole discretion, has agreed to extend this time in writing. No action on the part of FMIT, other than a written extension, shall extend the time period within which to complete repair or replacement.

5. Unless the Trust, in its sole discretion, extends the respective time in writing, a claim arising from Named Storm is barred unless you provide us with notice of such claim as follows:

a. Within 2 years after the Named Storm's landfall date for an initial claim or a "previously closed claim"; and

b. Within 3 years after the Named Storm's landfall date for a "supplemental claim."

For purposes of this section, the term "previously closed claim" means a claim for which the Trust received timely notice and adjudicated the claim as denied; adjudicated the claim as under deductible; or adjudicated the claim as covered including tendering payment for all amounts reasonably owed for the repair or replacement and you accepted same.

The term "supplemental claim" means a claim based on alleged additional loss or damage amounts owed as part of an open Named Storm claim for which the Trust previously received timely notice and began the loss adjustment process.

No action on the part of FMIT, other than a written extension, shall extend the time period within which to provide notice of a claim under this endorsement.

II. Named Storm Percentage Deductibles:

a. Inland County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at an Inland County Scheduled Location, a per-occurrence deductible equal to 3% shall apply. This deductible will be calculated by applying the Inland County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

b. Coastal County Named Storm Percentage Deductible. If a Named Storm causes loss or damage to covered property identified in the Real and Personal Property Schedule at a Coastal County Scheduled Location, a per-occurrence deductible equal to 5% shall apply. This deductible will be calculated by applying the Coastal County Named Storm Percentage Deductible described herein, on a per-item basis, to the agreed and scheduled value of each damaged property item.

c. If a Named Storm causes loss or damage to non-scheduled PITO property, and the Trust determines there is coverage by application of the non-scheduled PITO property Coverage Extension 5.w., the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall apply on a per-occurrence basis. This deductible will be calculated

by applying the relevant Named Storm Deductible percentage to the non-scheduled PITO Coverage Limit as provided under Coverage Extension 5.w. and shown in the Declarations.

d. If two or more deductible amounts apply to coverage owed under this Coverage Agreement as a result of a single occurrence, FMIT shall only apply the largest deductible applicable to the coverage owed.

III. When Coinsurance Calculation is applicable:

Deductible:

For any instance in which a coinsurance condition is applicable to a claim that arises from a Named Storm, the relevant (Inland or Coastal) Named Storm Percentage Deductible described above shall be calculated based on the amount determined by FMIT to be replacement cost value of the damaged property at the time of the occurrence, not based upon the values contained in the Designated Member's Declarations (including the Designated Member's Real and Personal Property Schedule, and Statement of Values).

Coinsurance:

When applicable deductible and coinsurance amounts apply, coinsurance will be calculated as provided in the first paragraph of Section D. Deductible and the Section F. 1. Additional Conditions Coinsurance provisions of the Building and Personal Property Coverage Form CP 00 10 04 02.

However, Section F. Additional Conditions 1. Coinsurance, contained within the Building and Personal Property Coverage Form (CP 00 10 04 02), is modified as follows: For purposes of coinsurance calculations, the phrase "the value of Covered Property at the time of loss" shall mean the Replacement Cost Value at the time of loss. Additionally, for all property coverage claims, regardless of whether a property coverage claim is being made on an Actual Cash Value basis or Replacement Cost Value basis, the Replacement Cost Value at the time of loss shall be applied to any coinsurance calculations.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

**GENERAL TERRORISM RISK EXCLUSION
AND
LIMITED TERRORISM PHYSICAL LOSS OR PHYSICAL DAMAGE**

The Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement shall control how coverage is applied. All references to "you" or "your(s)" or "Member" shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

I. GENERAL EXCLUSION OF TERRORISM RISK FROM PROPERTY COVERAGE AGREEMENT

Coverage is completely and absolutely excluded from all parts of the FMIT Property Coverage Agreement for all loss or damage to covered property arising from any act of terrorism, whether arising directly or indirectly or from any terrorist group, individual or activity except, and only to the extent expressly defined, for any loss or damage arising from act of terrorism specifically covered by operation of the subsequent terms of this endorsement to the Coverage Agreement or the terms of any other related endorsement to the Coverage Agreement.

II. LIMITED TERRORISM PHYSICAL LOSS OR PHYSICAL DAMAGE COVERAGE

Notwithstanding the preceding complete and absolute exclusion, the Trust agrees to provide the following coverage for Terrorism physical loss or physical damage, subject to the specified limits, exclusions and other terms or conditions provided:

LIMIT:

\$5,000,000 Aggregate Per Coverage Year

DEDUCTIBLE:

\$25,000 per Occurrence or the deductible amount described on the Property, Allied Lines and Crime Declaration Page, whichever is greater.

COVERAGE:

Unless expressly provided otherwise below and subject to all exclusions, limits and conditions provided herein, this coverage insures only against direct physical loss or physical damage to covered property, as described in the Declarations forming part of the Coverage Agreement, occurring during the effective period of this policy, when caused by an act of Terrorism or Sabotage as those terms are defined below. The scope of coverage provided is as follows:

- A. **Property Damage.** With respect to such direct physical loss or physical damage, the Trust agrees to pay the cost to repair or replace such damaged property or any

part of it and, in the event the property cannot be repaired or replaced, the Trust agrees to pay an amount equal to the value of the property at the time of its loss or destruction.

- B. **Business Interruption.** Additionally, when required due to direct physical loss or physical damage to covered property caused by an act of Terrorism or Sabotage, this coverage also includes: the amount of loss resulting from Business Interruption at the covered property; debris removal expense at the covered property; necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts required to repair or replace the covered property; and expenses required to reduce the loss to covered property.

DEFINITIONS:

For purposes of this coverage, the following definitions shall apply:

- A. **Occurrence**, shall mean any one loss and/or series of losses arising out of and directly occasioned by one act or series of acts of Terrorism or Sabotage for the same purpose or cause. The duration and extent of any one Occurrence shall be limited to all losses sustained by the Member at covered property locations during any period of 72 consecutive hours arising out of the Terrorism or Sabotage with the same purpose or cause. However, no such period of 72 consecutive hours may commence prior to the effective date of this policy nor shall any period of 72 consecutive hours extend beyond the expiration of this policy unless the Member shall first sustain direct physical damage by an act of Terrorism or an act of Sabotage prior to policy expiration and within an ensuing period of 72 consecutive hours.
- B. **Terrorism**, shall mean an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any sector of the public in fear for such purposes. Terrorism shall include Sabotage.
- C. **Sabotage**, for purposes of this coverage, shall mean a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any sector of the public in fear for such purposes.
- D. **Business Interruption**, for purposes of this coverage, shall mean any loss resulting from interruption of or interference with the Member's business at the covered property as a result of physical loss or damage caused by an act of Terrorism, where such loss or damage prevents the use of, or access to, covered property.

EXCLUSIONS:

- A. This coverage excludes and shall not insure against:
1. Loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however caused.
 2. Loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, military or usurped power or martial law. (The fact that an act of Terrorism is committed by an agent

of the sovereign or government entity operating covertly and not in connection with any operation of armed forces or where the act of Terrorism is funded by a sovereign or government entity, will not of itself give rise to the application of this war exclusion).

3. Loss or damage caused by seizure or occupation, whether legal or illegal, unless such physical loss or damage is caused directly by an act of Terrorism or an act of Sabotage.
4. Loss or damage caused by confiscation, nationalization, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives the Member of the use or value of its property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
5. Loss or damage directly or indirectly arising from or in consequence of the seepage and/or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to, any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
6. Loss or damage arising directly or indirectly from or in consequence of chemical or biological emission release, discharge, dispersal or escape or chemical or biological exposure of any kind. (This exclusion does not apply if an act of Terrorism causes direct physical property damage or destruction to covered property and such damage or destruction then results in the seepage and/or pollution and/or contamination).
7. Any fine or penalty or other assessment which is incurred by the Member or which is imposed by any court, government agency, public or civil authority or any other person. (This exclusion does not apply if an act of Terrorism causes direct physical property damage or destruction to covered property and such damage or destruction then causes fines, penalties, or assessments as contemplated herein.)
8. Loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus, corruption, unauthorized instructions or code, or the use of any electromagnetic weapon. This exclusion shall not operate to exclude physical loss or damage to covered property otherwise covered under this policy if arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and /or firing mechanism of any weapon or missile.
9. Loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, riots or civil commotion.
10. Loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder.
11. Loss or damage caused by measures taken to prevent, suppress or control actual or potential Terrorism or Sabotage unless agreed by underwriting in writing prior to such measures taking place.
12. Loss of use or loss of income unless specifically provided elsewhere in this insurance; delay or loss of markets; depreciation; reduction in functionality; increased cost of working; any other consequential loss or damage except ensuing

physical loss or physical damage which is not otherwise excluded by this policy and is directly caused by an act of Terrorism or Sabotage, as insured by this policy.

13. Loss or damage caused by factors including but not limited to cessation, fluctuation or variation in or insufficiency of water, gas or electricity supplies and telecommunications or any type of utility service.
14. Loss or damage as a result of threat or hoax.
15. Loss or damage caused by or arising out of burglary, house-breaking, looting, theft or larceny.
16. Loss or damage caused by mysterious disappearance or unexplained loss.
17. Loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape of asbestos or asbestos exposure of any kind.
18. Loss or damage directly or indirectly caused by mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
19. Loss or damage resulting from interference at the Member's premises, by strikers or other persons;
20. Loss or damage caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such results directly from the Member's interruption of business, and then Trust shall be liable for only such loss as affects the Members' earnings during, and limited to, the period of indemnity covered under this policy;

B. This coverage further excludes and shall not cover physical loss or physical damage to:

1. Land or land values;
2. Power transmission, feeder lines or pipelines not on premises;
3. Any building or structure, including property contained therein, which is vacant or unoccupied or inoperative for more than 30 days, unless the property is intended to be unoccupied in its normal operations;
4. Aircraft or any other aerial device, or watercraft;
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is specifically scheduled for coverage hereunder and solely while such land conveyance is located at the covered property insured herein at the time of its damage;
6. Animals, plants and living things of all types.

COVERAGE EXTENSIONS

The Terrorism Physical Loss and Physical Damage coverage provided above by this endorsement is hereby amended to include the following coverage extension:

A. TERRORISM CRISIS MANAGEMENT COSTS

LIMIT:

\$250,000 Aggregate Per Coverage Year and is a sub-limit within, not in addition to, the policy Limit set forth above.

DEDUCTIBLE:

There will be no deductible applicable to Terrorism Crisis Management Costs coverage.

COVERAGE

The Trust will pay Terrorism Crisis Management Costs directly to specified third parties on behalf of the Member arising from a Terrorism Crisis Management Event that occurs during the Policy Period. As a mandatory condition of this coverage extension, the Member must report any Terrorism Crisis Management Event to the Trust within twenty-four (24) hours of the time that a Key Executive first becomes aware of an Occurrence that gives rise to a Terrorism Crisis Management Event, or as soon as practicable thereafter.

DEFINITIONS:

For purpose of this Terrorism Crisis Management Costs coverage extension, the following definitions shall apply:

Active Shooter Event, shall mean an individual or group of people actively engaged in killing or attempting to kill people in a confined and/or populated area.

Crisis Management Firm, shall mean any firm that is an approved Crisis Management Firm authorized by the Trust and hired by the Member to perform Crisis Management Services in connection with a Terrorism Crisis Management Event.

Terrorism Crisis Management Event, shall mean an event: that begins with an act of Terrorism or Sabotage or an Active Shooter Event which occurs at any of the Member's Scheduled Locations as provided in the Declarations; that, in the good faith opinion of a Key Executive of the Member, has resulted in or may reasonably result in (1) Losses covered by this policy that are in excess of the deductible or (2) Significant adverse regional or National media coverage; and that ends when the Trust determines the crisis no longer exists or when the Terrorism Crisis Limit of Insurance or aggregate Limit has been exhausted, whichever occurs first.

Terrorism Crisis Management Costs, shall mean the following amounts incurred as a direct result of a Terrorism Crisis Management Event, provided such expenses have been pre-approved by the Trust:

1. Amounts for the reasonable and necessary fees and expenses incurred by a Crisis Management Firm in the performance of Crisis Management Services for the Member solely arising from a covered Terrorism Crisis Management Event; and
2. Amounts for reasonable and necessary printing, advertising, mailing or materials, or travel by directors, officers, employees or agents of the Member or a Crisis Management Firm, provided such expenses have been pre-approved by the Trust.

However, Terrorism Crisis Management Costs exclude any attorney or legal defense costs.

Terrorism Crisis Management, shall mean those services performed by a Crisis Management Firm in advising the Member on minimizing: adverse media coverage, losses to covered property covered by this policy endorsement, or disruption to Member operations arising directly from a Terrorism Crisis Management Event.

Terrorism Crisis Limit of Insurance, shall mean the maximum amounts the Trust will pay for Terrorism Crisis Management Costs in the aggregate for the Policy Period and referenced above within this coverage extension.

Key Executive means the Chairman, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, or General Counsel of the Member. A Key Executive may also be any other person holding a title designated by the Member and approved by the Trust.

EXCLUSIONS:

The Exclusions section of this endorsement is amended to include the following:

This coverage excludes and shall not insure against:

- A. Any Terrorism Crisis Management Costs incurred after the time the Trust determines in good-faith that the Terrorism Crisis Management Event has ended or when the above Terrorism Crisis Management Costs Limit of coverage has been exhausted, whichever occurs first; and
- B. Workplace violence; Domestic Violence; Criminal events (such as robbery); Gang related events and Organized crime.

POLICY NUMBER: 0710-P22

COMMERCIAL PROPERTY
CP 14 40 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OUTSIDE SIGNS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 STANDARD PROPERTY POLICY

SCHEDULE*

Prem. No.	Bldg. No.	Construction Of Sign		Limit Of Insurance	Causes Of Loss Form Applicable	Coinsurance Percentage	Additional Premium
		Entirely Metal	Other				
001	001		X	\$38,760	Special Form Including Theft	80%	Included
002	001		X	\$32,300	Special Form Including Theft	80%	Included

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

With respect to outside signs described in the Schedule:

- A. "Signs (other than signs attached to buildings)" is deleted from **Property Not Covered**.
- B. In the Limits Of Insurance section, the provision which pertains to signs attached to buildings does not apply. The limit applicable to each sign is shown in the Schedule.
- C. Outside signs are subject to all applicable provisions of the Causes Of Loss Form indicated in the Schedule. In addition, we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching; or
4. Rain, snow, ice or sleet.

However, if the sign is attached to the building and is covered under the Causes Of Loss - Special Form, then Exclusions C.1. through C.4. do not apply.

FLORIDA MUNICIPAL INSURANCE TRUST
EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
COMMERCIAL PACKAGE POLICY

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown Limit: School Districts	Subject to the Real and Personal Property Limit described on the Property, Allied Lines and Crime Declarations or \$100,000,000 whichever is less.
Other than School Districts	Subject to the Real and Personal Property Limit described on the Property, Allied Lines and Crime Declarations or \$50,000,000 whichever is less.
Business Income	Subject to the Business Income limit described in Coverage Extensions or described on the Property, Allied Lines and Crime Declarations; whichever is greater.
Extra Expense	Subject to the Extra Expense limit described in Coverage Extensions or described on the Property, Allied Lines and Crime Declarations; whichever is greater.
Data Restoration	\$ 500,000
Expediting Expense	\$1,000,000
"Fungus," Wet Rot, Dry Rot and Bacteria	\$ 25,000
Hazardous Substances	\$ 500,000
Service Interruption	Subject to Business Income, Extra Expense, Data Restoration and Spoilage limits
Spoilage	\$ 500,000
 II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property Deductible described on the Property, Allied Lines and Crime Declarations
Indirect Coverages	Subject to the Time Element deductible described on the Property, Allied Lines and Crime Declarations

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**EQUIPMENT BREAKDOWN COVERAGE**

This endorsement modifies insurance provided under the following:
 BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CAUSES OF LOSS-- BASIC FORM
 CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss— Basic Form or Special Form.

Additional Coverage-- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
 - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a "schedule," the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.
 - a. Expediting Expenses
 With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
 - (1) Make temporary repairs; and
 - (2) Expedite permanent repairs or permanent replacement.
 The most we will pay for loss or expense under this coverage is \$1,000,000 unless otherwise shown in a "schedule."
 - b. Hazardous Substances
 We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.
 This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
 The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$500,000 unless otherwise shown in a "schedule."
 - c. Spoilage
 - (1) We will pay:
 - (a) For physical damage to "perishable goods" due to spoilage;
 - (b) For physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

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- (2) If you are unable to replace the “perishable goods” before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the “perishable goods” at the time of the “accident,” less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition. The most we will pay for loss, damage or expense under this coverage is \$500,000 unless otherwise shown in a “schedule.”
- d. **Data Restoration**
 We will pay for your reasonable and necessary cost to research, replace and restore lost “data.”
 The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$500,000 unless otherwise shown in a “schedule.”
- e. **Service Interruption**
 - (1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an “accident” to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord’s utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of “covered equipment” except that it is not Covered Property.
 - (2) Unless otherwise shown in a “schedule,” Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the “accident.” If the interruption exceeds 24 hours, coverage will begin at the time of the interruption, and the applicable deductible will apply.
 - (3) The most we will pay in any “one accident” for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a “schedule” for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.
- f. **“Fungus,” Wet Rot, Dry Rot And Bacteria**
 - (1) We will pay your additional cost to repair or replace Covered Property because of contamination by “fungus,” wet rot, dry rot or bacteria resulting from an “accident.” This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is “perishable goods” to the extent that such spoilage is covered under Spoilage coverage.
 - (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no “fungus,” wet rot, dry rot or bacteria been involved.
 - (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of “fungus,” wet rot, dry rot or bacteria.
 - (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
 - (5) The most we will pay in any “one accident” for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in a “schedule” even if the “fungus,” wet rot, dry rot or bacteria continues to be present or active or recurs in a later policy period.
- g. **Business Income and Extra Expense**
 Any insurance provided under the coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. The most we

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will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a "schedule."

3. EXCLUSIONS

All exclusions in the applicable Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form applies, the following is added to Exclusion B.2.:
Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."
- (2) The following is added to Exclusion B.1.g.:
However, if electrical "covered equipment" requires drying out because of Water, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.
- (3) If the Causes of Loss—Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:
But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused by or resulting from:
 - (a) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
 - (b) Any of the following:
 - (i) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data," loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
 - (ii) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.
However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."
- (2) With respect to Service Interruption and "Fungus," Wet Rot, Dry Rot And Bacteria coverages, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in A.1.c. above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.
- (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.
- (4) Except as specifically provided under A.2.f. "Fungus," Wet Rot, Dry Rot And Bacteria coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident": Any "fungus," wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of "fungus," wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungus," wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is "perishable goods," to the extent that such spoilage is covered under Spoilage coverage.

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- (5) We will not pay for any loss or damage to animals.

4. DEFINITIONS

The following definitions are added:

- a. "Boilers and vessels" means:
- (1) Any boiler, including attached steam, condensate and feedwater piping; and
 - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.
- This term does not appear elsewhere in this endorsement, but may appear in a "schedule."
- b. "Covered equipment"
- (1) "Covered equipment" means, unless otherwise specified in a "schedule," Covered Property:
 - (a) That generates, transmits or utilizes energy; or
 - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

"Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.
 - (2) None of the following is "covered equipment":
 - (a) Structure, foundation, cabinet or compartment;
 - (b) Insulating or refractory material;
 - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
 - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - (e) "Vehicle" or any equipment mounted on a "vehicle";
 - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - (g) Dragline, excavation or construction equipment; or
 - (h) Equipment manufactured by you for sale.
- c. "Data" means information or instructions stored in digital code capable of being processed by machinery.
- d. "Electric generating equipment"
- (1) "Electric generating equipment" means equipment which converts any other form of energy into electricity. This includes, but is not limited to, the following:
 - (a) Boilers used primarily to provide steam for one or more turbine-generator units;
 - (b) Turbine-generators (including steam, gas, water or wind turbines);
 - (c) Engine-generators;
 - (d) Fuel cells or other alternative electrical generating equipment;
 - (e) Electrical transformers, switchgear and power lines used to convey the generated electricity; and
 - (f) Associated equipment necessary for the operation of any of the equipment listed in (a) through (e) above.
 - (2) "Electrical generating equipment" does not mean:
 - (a) Elevator or hoist motors that generate electricity when releasing cable, or
 - (b) Equipment intended to generate electricity solely on an emergency basis.

The term does not appear elsewhere in this endorsement, but may appear in the "schedule."
- e. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- f. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
- g. "One accident" means: If an initial "accident" causes other "accidents," all will be

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considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."

- h. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- i. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel.
This term does not appear elsewhere in this endorsement, but may appear in a "schedule."
- j. "Schedule" means the Equipment Breakdown Coverage Schedule.
- k. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.
However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

B. The Building and Personal Property Coverage Form is modified as follows.
The definitions stated above also apply to section B. of this endorsement.

1. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a "schedule." If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:

- a. Deductibles for Each Coverage
 - (1) Unless the "schedule" indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
 - (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule." We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
 - (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.
- b. Direct and Indirect Coverages
 - (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule."
 - (2) Unless more specifically indicated in the "schedule":
 - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.
- c. Application of Deductibles
 - (1) Dollar Deductibles
We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the "schedule." We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.
 - (2) Time Deductible
If a time deductible is shown in the "schedule," we will not be liable for any loss occurring during the specified number of hours or days

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immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the "schedule" will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. CONDITIONS

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

a. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- (1) Your last known address; or
- (2) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

b. Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

c. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.

d. Coinsurance

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If a coinsurance percentage is shown in a "schedule" for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a "schedule." Coverage provided under this endorsement does not provide an additional amount of insurance.

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THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

FUNGUS CLEAN UP AND REMOVAL LIMITATION ENDORSEMENT

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL PROPERTY COVERAGE PART**

<p>SCHEDULE</p> <p>FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT: \$25,000.00</p>
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- I. The following definitions are added to the policy:
 - a. The term fungus(i), as used in this endorsement and throughout the entire policy, includes, but is not limited to, any form or type of mildew, mold, mushroom, rust, smuts, or yeast, including any allergens, irritants, mycotoxins, or scents, byproducts, microbial volatile organic compounds produced by or associated therewith.
 - b. The term spore(s), as used in this endorsement and throughout the entire policy, means any reproductive body produced by or arising out of any fungus(i).
- II. a. We will pay your expenses for testing for, monitoring, abatement, mitigation, removal, remediation or disposal of:
 - (1) Any fungus(i) or spore(s); or
 - (2) Any substance, vapor, gas or byproducts produced by or arising out of any fungus(i) or spore(s)

provided:

 - (3) Such expense is caused by or results from a Covered Cause of Loss that occurs during the policy period;
 - (4) Subject to all other policy conditions, the necessity of such expense is reported to us in writing within 60 days of the date on which the Covered Cause of Loss occurs; and
 - (5) We authorize you to incur such expense.
- b. (1) Regardless of the number of claims, insured locations or occurrences, the most we will pay under this policy, in excess of any applicable deductible, for the sum of all covered expenses described in 1. above, is the FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT shown in the SCHEDULE of this endorsement.
- (2) Subject to b.(1) above, the FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT applies to and includes the costs associated with the replacement of Covered Property discarded or destroyed as part of the removal or remediation of fungus or spores.

- (3) The FUNGUS CLEAN UP AND REMOVAL POLICY LIMIT is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

IL 04 01 10 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA - SINKHOLE LOSS COVERAGE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. When this endorsement is attached to the Farm Livestock Coverage Form, reference to loss (other than in the term Sinkhole Loss itself) means "loss" as defined in that Coverage Form.
- C. The following is added to this Coverage Part as a Covered Cause of Loss. In the forms which address "specified causes of loss", the following is also added as a "specified cause of loss". However, as a "specified cause of loss", the following does not apply to the Additional Coverage - Collapse.

Sinkhole Loss, meaning loss or damage to Covered Property when structural damage to the building, including the foundation, is caused by settlement or systematic weakening of the earth supporting the building, only when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.

Coverage for Sinkhole Loss includes stabilization of the building (including land stabilization) and repair to the foundation provided such work is in accordance with the requirements of Florida Insurance Law and in accordance with the recommendation of a professional engineer and in consultation with you. The professional engineer must be selected or approved by us. However, until you enter into a contract for performance of building stabilization or foundation repair:

1. We will not pay for underpinning or grouting or any other repair technique performed below the existing foundation of the building; and
2. Our payment for Sinkhole Loss to Covered Property may be limited to the actual cash value of the loss to such property.

After you have entered into a contract for performance of building stabilization or foundation repair, we will pay the amounts necessary to begin and perform such repairs as the work is performed and the expenses are incurred. If repair has begun and the aforementioned professional engineer determines that the repairs will exceed the applicable Limit of Insurance, we will pay only the remaining portion of the applicable Limit of Insurance upon such determination. The most we will pay for the total of all Sinkhole Loss, including building and land stabilization and foundation repair, is the applicable Limit of Insurance on the affected building.

- D. Sinkhole Loss does not include:
 1. Sinking or collapse of land into man-made underground cavities; or
 2. Earthquake.
- E. With respect to coverage provided by this endorsement, the Earth Movement exclusion and the Collapse exclusion do not apply.
- F. With respect to a claim for alleged Sinkhole Loss, the following provision is added:

Following receipt by us of a report from a professional engineer or professional geologist on the cause of loss and recommendations for land stabilization and repair of property, or if we deny your claim, we will notify you of your right to participate in a neutral evaluation program administered by the Florida Department of Financial Services (hereinafter referred to as the Department). For alleged Sinkhole Loss to commercial residential or farm residential properties, this program applies instead of any mediation or appraisal procedure set forth elsewhere in this policy.

You or we may file a request with the Department for neutral evaluation; the other party must comply with such request. We will pay the costs associated with the neutral evaluation, regardless of which party makes the request. The neutral evaluator will be selected from a list maintained by the Department. The recommendation of the neutral evaluator will not be binding on you or us.

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Participation in the neutral evaluation program does not change your right to file suit against us in accordance with the Legal Action Against Us Condition in this policy; except that the time for filing suit is extended for a period of 60 days following the conclusion of the neutral evaluation process or five years, whichever is later.

G. Coverage for Sinkhole Loss under this endorsement does not increase the applicable Limit of Insurance. Even if loss or damage qualifies under, or includes, both Catastrophic Ground Cover Collapse (addressed elsewhere in this Coverage Part) and Sinkhole Loss, only one Limit of Insurance will apply to such loss or damage.

LEASEHOLD INTEREST COVERAGE FORM

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION F. – DEFINITIONS.

A. COVERAGE

We will pay for loss of Covered Leasehold Interest you sustain due to the cancellation of your lease. The cancellation must result from direct physical loss of or damage to property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Leasehold Interest

Covered Leasehold Interest means the following for which an amount of "net leasehold interest" at inception is shown in the Leasehold Interest Coverage Schedule:

a. Tenants' Lease Interest, meaning the difference between the:

- (1) Rent you pay at the described premises; and
- (2) Rental value of the described premises that you lease.

b. Bonus Payments, meaning the unamortized portion of a cash bonus that will not be refunded to you. A cash bonus is money you paid to acquire your lease. It does not include:

- (1) Rent, whether or not prepaid; or
- (2) Security.

c. Improvements and Betterments, meaning the unamortized portion of payments made by you for improvements and betterments. It does not include the value of improvements and betterments recoverable under any other insurance, but only to the extent of such other insurance.

Improvements and betterments are fixtures, alterations, installations or additions:

- (1) Made a part of the building or structure you occupy but do not own; and

- (2) You acquired or made at your expense but cannot legally remove.

d. Prepaid Rent, meaning the unamortized portion of any amount of advance rent you paid that will not be refunded to you. This does not include the customary rent due at:

- (1) The beginning of each month; or
- (2) Any other rental period.

2. Covered Causes Of Loss

See applicable Causes of Loss Form as shown in the Declarations.

B. EXCLUSIONS AND LIMITATIONS

See applicable Causes of Loss Form as shown in the Declarations.

C. LIMITS OF INSURANCE

1. Applicable to Tenants' Lease Interest

a. The most we will pay for loss because of the cancellation of any one lease is your "net leasehold interest" at the time of loss.

But, if your lease is cancelled and your landlord lets you continue to use your premises under a new lease or other arrangement, the most we will pay for loss because of the cancellation of any one lease is the lesser of:

- (1) The difference between the rent you now pay and the rent you will pay under the new lease or other arrangement; or
- (2) Your "net leasehold interest" at the time of loss.

- b. Your "net leasehold interest" decreases automatically each month. The amount of "net leasehold interest" at any time is your "gross leasehold interest" times the leasehold interest factor for the remaining months of your lease. A proportionate share applies for any period of time less than a month.

Refer to the end of this form for a table of leasehold interest factors.

2. Applicable to Bonus Payments, Improvements and Betterments and Prepaid Rent

- a. The most we will pay for loss because of the cancellation of any one lease is your "net leasehold interest" at the time of loss.

But, if your lease is cancelled and your landlord lets you continue to use your premises under a new lease or other arrangement, the most we will pay for loss because of the cancellation of any one lease is the lesser of:

- (1) The loss sustained by you; or
- (2) Your "net leasehold interest" at the time of loss.

- b. Your "net leasehold interest" decreases automatically each month. The amount of each decrease is your "monthly leasehold interest". A proportionate share applies for any period of time less than a month.

D. LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss Of Covered Leasehold Interest

- a. You must see that the following are done in the event of loss of Covered Leasehold Interest:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the property at the described premises from further damage by a Covered Cause of Loss. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all of the terms of this Coverage Part, and
- b.(1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

4. Vacancy**a. Description of Terms**

- (1) As used in this Vacancy Condition, with respect to the tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions – Subleased Premises

The following provisions apply if the building where direct physical loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs, provided you have entered into an agreement to sublease the described premises as of the time of loss or damage:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - (f) Attempted theft.
- (2) With respect to a Covered Cause of Loss not listed in (1)(a) through (1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.
- c. If you have not entered into an agreement to sublease the described premises as of the time of loss or damage, we will not pay for any loss of Covered Leasehold Interest.

E. ADDITIONAL CONDITION

The following condition replaces the Cancellation Common Policy Condition:

CANCELLATION

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance notice of cancellation.
- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- 4. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.
- 6. If this coverage is cancelled, we will calculate the earned premium by:
 - a. Computing the average of the "net leasehold interest" at the:
 - (1) Inception date, and
 - (2) Cancellation date, of this coverage.
 - b. Multiplying the rate for the period of coverage by the average "net leasehold interest".
 - c. If we cancel, we will send you a premium refund based on the difference between the:
 - (1) Premium you originally paid us; and
 - (2) Proportion of the premium calculated by multiplying the amount in paragraph a. times the rate for the period of coverage for the expired term of the policy.
 - d. If you cancel, your refund may be less than the refund calculated in paragraph c.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. DEFINITIONS

1. **"Gross Leasehold Interest"** means the difference between the:

- a. Monthly rental value of the premises you lease; and
- b. Actual monthly rent you pay including taxes, insurance, janitorial or other service that you pay for as part of the rent.

This amount is not changed:

- (1) Whether you occupy all or part of the premises; or
- (2) If you sublet the premises.

Example:

Rental value of your leased premises	\$5,000
Monthly rent including taxes, insurance, janitorial or other service that you pay for as part of the rent	<u>-4,000</u>
"Gross Leasehold Interest"	\$1,000

2. **"Monthly Leasehold Interest"** means the monthly portion of covered Bonus Payments, Improvements and Betterments and Prepaid Rent. To find your "monthly leasehold interest", divide your original costs of Bonus Payments, Improvements and Betterments or Prepaid Rent by the number of months left in your lease at the time of the expenditure.

Example:

Original cost of Bonus Payment	\$12,000
With 24 months left in the lease at time of Bonus Payment	÷ <u>24</u>
"Monthly Leasehold Interest"	\$500

3. "Net Leasehold Interest":

a. Applicable to Tenants' Lease Interest.

"Net Leasehold Interest" means the present value of your "gross leasehold interest" for each remaining month of the term of the lease at the rate of interest shown in the Leasehold Interest Coverage Schedule.

The "net leasehold interest" is the amount that, placed at the rate of interest shown in the Leasehold Interest Coverage Schedule, would be equivalent to your receiving the "Gross Leasehold Interest" for each separate month of the unexpired term of the lease.

To find your "net leasehold interest" at any time, multiply your "gross leasehold interest" by the leasehold interest factor found in the table of leasehold interest factors attached to this form.

Example:

(20 months left in lease, 10% effective annual rate of interest)

"Gross Leasehold Interest"	\$ 1,000
Leasehold Interest Factor	<u>× 18.419</u>
"Net Leasehold Interest"	\$18,419

b. Applicable to Bonus Payments, Improvements and Betterments or Prepaid Rent.

"Net Leasehold Interest" means the un-amortized amount shown in the Schedule. Your "net leasehold interest" at any time is your "monthly leasehold interest" times the number of months left in your lease.

Example:

"Monthly Leasehold Interest"	\$ 500
With 10 months left in lease	<u>× 10</u>
"Net Leasehold Interest"	\$5,000

ACTIVE ASSAILANT ENDORSEMENT

THIS ENDORSEMENT'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER DURING THE ENDORSEMENT PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO US IN ACCORDANCE WITH THE TERMS OF THIS ENDORSEMENT. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS ENDORSEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THIS ENDORSEMENT CAREFULLY.

Definitions:

Active Assailant:

A person or group of persons actively engaged in killing or attempting to cause serious **Bodily Injury** to one (1) or more person(s) by means of the use of a vehicle, explosive device or any **Handheld Weapon**.

Active Assailant Event:

An attack by an **Active Assailant** located at an **Insured Location** causing property damage and / or **Bodily Injury** to one (1) or more person(s), excluding the **Active Assailant**, at or within six hundred and fifty (650) feet of an **Insured Location**.

Actual Cash Value:

The amount it would cost to repair or replace insured property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation.

Actual Loss:

The **Member's** verified costs and/or expenses arising out of the **Active Assailant Event** or **Hostage Event** calculated as per the wording.

Aggregate Limit of Liability:

The total combined limit of liability under this Endorsement for the **Endorsement Period**. The aggregate amount includes amounts payable under all Sections of this Endorsement, including any sub-limits and all other amount(s) payable under any further endorsements hereto.

Bodily Injury:

Any physical injury to a person including death, sickness, disease, or disability and all mental injury, anguish or shock to such persons resulting from such physical injury.

Claim:

A written demand received by the **Member** from a third party for **Damages** covered by this Endorsement.

Claim Expenses:

All reasonable and necessary fees, costs and expenses incurred with the written consent of the **Trust** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim**, suit or proceeding relating to a **Claim**. **Claim Expenses** do not include the salaries, expenses, overheads or other charges by the **Member** for any time spent in co-operating in the defense, settlement and investigation of any **Claim**.

Counselling Costs:

Costs incurred for the provision of care by psychiatrists, social workers or counsellors, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Damages:

A monetary judgement, monetary award made by a competent court or a monetary settlement. **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

Employee:

Any person who is:

1. Under a contract of service or apprenticeship with the **Designated Member**; or
2. Supplied to or hired or borrowed by the **Designated Member**; or
3. Under any work experience or similar scheme with the **Designated Member**

whilst employed by the **Designated Member** or engaged by and under the control of the **Designated Member** in connection with the **Designated Member's** business.

Designated Member:

The entity, organization or constitutional officer named in Item I. or V. of the Declarations of this Coverage Agreement; **Designated Member** does not include employees or agents of that entity or organization.

Endorsement Period:

The period of time during which this Endorsement is in force, as shown in the Schedule.

Funeral Expenses:

Costs incurred for the professional services required for the arrangement of a funeral, including the supervision of all the arrangements preceding, during and following the service.

Handheld Weapon:

Any instrument in the possession of an **Active Assailant** or **Hostage Taker** that could be used to harm, maim or kill, including acid(s) or unmanned aerial vehicle(s).

Hostage Taker:

A person or group of persons, in possession of an explosive device or any **Handheld Weapon**, holding one (1) or more person(s) under duress at an **Insured Location** for a period in excess of one (1) hour.

Hostage Event:

An incident by a **Hostage Taker** located at an **Insured Location** which involves one (1) or more person(s) within an **Insured Location** and which lasts for one (1) or more consecutive hours.

Insured Location(s):

Any property specified in the **Designated Member's** FMIT Property Schedule, as referenced in the Schedule to this Endorsement, and for which coverage is provided under this Endorsement.

Member:

1. the **Designated Member**; and
2. while acting within the scope of his employment, any officer (except constitutional officers), volunteer, servant, or employee of the **Designated Member**, including elected and appointed officials, and members of Boards or Commissions created by the **Designated Member**.

Occurrence:

The duration and extent of an **Active Assailant Event** or **Hostage Event** shall be limited to all losses sustained by the **Member** which arise out of the same purpose or cause. However no **Active Assailant Event** can extend beyond the expiration of this Endorsement unless there is direct physical loss or direct physical damage or **Bodily Injury** at or within six hundred and fifty (650) feet of an **Insured Location** as a result of an **Active Assailant Event** or unless the **Hostage Event** commences prior to expiration of this Endorsement, nor shall any **Active Assailant Event** or **Hostage Event** commence prior to the attachment of this Endorsement.

An **Active Assailant Event** or **Hostage Event** carried out by the same person or group of persons will be deemed to be one occurrence.

Ordinary Payroll:

The entire payroll expense for all **Employees** of the **Designated Member**.

Period of Liability:

The **Period of Liability** applying to all time element coverages is as follows:

1. For buildings and equipment, the period:
 - (a) Starting from the time of physical loss or damage to the type insured against; and
 - (b) Ending when, with due diligence and dispatch, the building and equipment could be:
 - (i) Repaired or replaced; and
 - (ii) Made ready for operations

Under the same or equivalent physical and operation conditions that existed prior to the damage.

(a) Shall not to be limited by the expiration of this Endorsement.

2. For physically damaged exposed films, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.
3. For **Bodily Injury**, the time required by the order of the authorities to remove the injured or dead from an **Insured Location** and conduct investigations required as a result of an **Active Assailant Event** or **Hostage Event**.

Sentinel Program:

A policy adopted by the **Designated Member** which allows **Employee(s)** to carry firearms at their **Insured Location(s)** for the purpose of rapidly responding to an **Active Assailant** or **Hostage Taker** at an **Insured Location**.

Trust:

The Florida Municipal Insurance Trust

Coverage

Some of the words used in this Endorsement have a special meaning. If a word is in **bold type**, please refer to the Definitions section of the Endorsement for the word's meaning.

Section 1: Property Damage

Coverage:

The **Trust** will indemnify the **Member** for physical loss or physical damage to real and personal property resulting from an **Active Assailant Event** or **Hostage Event**, in which the **Member** has an insurable interest, at an **Insured Location**, occurring during the **Endorsement Period** and directly caused by the actions of an **Active Assailant** during an **Active Assailant Event** or a **Hostage Taker** during a **Hostage Event**.

Section 2: Time Element

Coverage:

This Endorsement insures time element losses directly resulting from:

1. Physical loss or physical damage, as covered in Section 1: **Property Damage**. above; and/or
2. **Bodily Injury** to one (1) or more person(s) solely and directly caused by an **Active Assailant** during an **Active Assailant Event** occurring during the **Endorsement Period** and at or within six hundred and fifty (650) feet of an **Insured Location**; and/or
3. A **Hostage Event**, occurring during the **Endorsement Period** and at an **Insured Location**; and/or

4. Denial of access to an **Insured Location** as a result of an order by a civil or military authority due to an **Active Assailant Event** or **Hostage Event** occurring during the **Endorsement Period** and within one thousand five hundred (1,500) feet of an **Insured Location**.

Loss of Revenue

Measurement of loss:

The recoverable loss of revenue will be the income loss sustained by the **Designated Member** during the **Period of Liability** which is calculated as follows:

1. The net income that would have been earned by the **Designated Member** had no **Active Assailant Event** or **Hostage Event** occurred and
2. The continuing normal operating expenses incurred, including **Ordinary Payroll**

Extra Expense

Measurement of loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the **Designated Member** of the following during the **Period of Liability**:

1. Extra expenses to temporarily continue nearly as normal as practicable the conduct of the **Designated Member's** business; and
2. Extra costs of temporarily using property or facilities of the **Designated Member** or others, less any value remaining at the end of the **Period of Liability** for property obtained in connection with the above.

The term normal means the condition that would have existed had no:

- (a) Physical loss or physical damage occurred; or
- (b) **Bodily Injury** occurred.

Extended Period of Liability

The Loss of Revenue coverage is extended to cover the income loss resulting from:

1. The interruption of business as covered by Loss of Revenue;
2. For such additional length of time as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no loss occurred; and
3. Commencing with the date on which the liability of the **Trust** for loss resulting from interruption to business would terminate if this extension had not been included herein.

Coverage under this extension for the reduction in sales due to contract cancellation will include only those sales that would have been earned under the contract during the **Extended Period of Liability**.

Coverage under this extension does not apply for more than the number of consecutive days specified in the Schedule.

Section 3: Third Party Liability

Subject to the terms and conditions of this Endorsement, the coverage provided under Section 3: Third Party Liability of this Endorsement only covers **Claims** arising from an **Active Assailant Event** or **Hostage Event** occurring during the **Endorsement Period** and reported to the **Trust** during the **Endorsement Period** in writing as soon as reasonably possible and in no event later than ninety (90) days after the expiry of this Endorsement.

The sub-limit applicable to Section 3: Third Party Liability of this Endorsement, as specified in the Schedule, will be eroded by any valid **Damages** and **Claim Expenses** associated with any **Claim(s)**.

Coverage:

The **Trust** will pay on behalf of the **Member** any **Damages** and/ or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and/ or property damage directly caused by an **Active Assailant Event** or **Hostage Event** that occurs at an **Insured Location** during the **Endorsement Period**.

The **Trust** shall have the right but not the duty to defend:

1. Any **Claim** against the **Member** which seeks **Damages**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or
2. Any **Claim** in the form of a regulatory proceeding.

Defense counsel shall be mutually agreed upon between the **Member** and the **Trust**. In the absence of such agreement, the **Trust's** decision shall be final.

The **Trust** will pay any **Claim Expenses** incurred provided the prior written consent of the **Trust** is obtained before those **Claim Expenses** are incurred. The limit of liability available to pay **Damages** under Section 3: Third Party Liability shall be reduced and may be completely exhausted by the payment of **Claim Expenses**.

If the **Member** refuses to consent to any settlement or compromise recommended by the **Trust** and acceptable to the claimant and elects to contest the **Claim**, the **Trust's** liability for any **Damages**, penalties and/ or **Claim Expenses** shall not exceed the amount for which the **Claim** could have been settled, less the deductible stated in the Schedule, plus the **Claim Expenses** incurred up to the time of such refusal or the applicable limit of liability, whichever is less, and the **Trust** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Insured**.

Section 4: Ancillary Support

Coverage:

This Endorsement provides coverage for the following additional expenses:

1. Medical and Dental Expenses

Medical and dental expenses (other than counselling and/or psychiatric care costs) to mitigate the adverse effects of **Bodily Injury** sustained as a result of an **Active Assailant Event** or **Hostage Event** for any **Employee**, patron, student and/or patient of the **Designated Member** physically present at or within six hundred and fifty (650) feet of an **Insured Location**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Medical and dental expenses are limited to a maximum of USD 20,000 per person and applicable only to such costs incurred within thirty (30) days of an **Active Assailant Event** or **Hostage Event**.

2. Counselling Costs

Counselling Costs to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** for any **Employee**, patron, student and/or patient of the **Designated Member** physically present at or within six hundred and fifty (650) feet of an **Insured Location**, except where otherwise provided under any workers' compensation, employers' liability, unemployment compensation or disability laws, statutes or regulations.

Counselling Costs are limited to a maximum of USD 10,000 per person for those physically present at an **Insured Location** and physically injured as a result of an **Active Assailant Event** or **Hostage Event** and USD 5,000 per person for those physically present at an **Insured Location** but not physically injured as a result of an **Active Assailant Event** or **Hostage Event**.

Counselling Costs must be incurred within twenty-four (24) months of an **Active Assailant Event** or **Hostage Event**.

3. Funeral Costs

Funeral Costs for persons killed as a result of an **Active Assailant** or **Hostage Event**.

Funeral Costs are limited to a maximum of USD 10,000 per person and USD 150,000 in the aggregate per **Active Assailant Event** or **Hostage Event**.

4. Crisis Management Service

Costs for a crisis management consultant retained by the **Trust** to assist the **Member** in responding to and managing the situation after an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location**.

Crisis management costs are limited to a maximum of USD 100,000 per **Active Assailant Event** or **Hostage Event** and must be incurred within twelve (12) months of an **Active Assailant Event** or **Hostage Event**.

5. Employee Retraining Costs

Job retraining costs for **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location**.

Job retraining costs are limited to a maximum of USD 10,000 per person and applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event**.

6. Replacement Employee Recruitment Costs

Recruitment costs to replace **Employees** physically present and physically injured as a result of an **Active Assailant Event** or **Hostage Event** at or within six hundred and fifty (650) feet of an **Insured Location** and consequentially unable to continue working as a result of their injuries. Recruitment costs are applicable only to such costs incurred within one hundred and twenty (120) days of an **Active Assailant Event** or **Hostage Event**.

7. Other Expenses

Any other costs incurred with prior written consent of the **Trust** to mitigate the adverse effects of an **Active Assailant Event** or **Hostage Event** at an **Insured Location**.

General Exclusions:

The **Trust** will not indemnify the **Member** for the following losses occurring during the **Endorsement Period**:

1. Loss, damage, increased cost, **Bodily Injury, Damages** or **Claim Expenses**:
 - (a) occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising; or
 - (b) as a result of threat or hoax; or
 - (c) caused by or arising out of burglary, house – breaking, looting, theft, armed robbery and/or larceny; or
 - (d) caused by or arising out of domestic violence; or
 - (e) caused by or arising out of road rage; or
 - (f) caused by or arising out of gang related crime and/ or organized crime; or
 - (g) caused by or arising out of arson; or
 - (h) caused by vandals or other persons acting maliciously or by way of protest or strikes, labor unrest, riots or civil commotion; or
 - (i) caused by or arising out of electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Endorsement) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile; or
 - (j) arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or
 - (k) directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence,

- existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
- (l) arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind; or
 - (m) arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind; or
 - (n) occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder; or
 - (o) caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service; or
 - (p) directly or indirectly caused by mold, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
2. Any sexual misconduct, including without limitation, any physical acts, gestures, spoken or written words of a sexual nature, sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, or sexual exploitation
 3. Medical and dental expenses, **Counselling Costs**, or **Funeral Expenses** for an **Active Assailant** or **Hostage Taker**
 4. Any **Damages** or **Claim Expenses** arising out of **Claim(s)** for mental injury, anguish or shock where no **Bodily Injury** has occurred, except as covered under Section 4: Ancillary Support in the form of **Counselling Costs**
 5. Any **Damages** or **Claim Expenses** the **Member** is found legally liable to pay because of any **Claim(s)** for third party **Bodily Injury** and / or property damage caused by an **Employee** enrolled in a **Sentinel Program**
 6. Any cash and / or marketable securities, goods or services provided by way of ransom or other response to extortion or hostage demands
 7. Any punitive or exemplary **Damages**, sanctions or any additional damages resulting from the multiplication of compensatory damages which is incurred by the **Member** or which is imposed by any court, government agency, public or civil authority or any other person
 8. Any **Damages** or **Claim Expenses**, including but not limited to, Medical and dental expenses, **Counselling Costs** or **Funeral Expenses**, arising under employers' liability, workers' compensation, unemployment compensation, social security or disability laws, statute or regulations
 9. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working except as specifically provided by this insurance
 10. Any refunds or compensation or any costs relating to event rescheduling or relocation

11. Any time element loss caused by an **Active Assailant Event** or **Hostage Event** at a facility supplying gas, electric, water or telephone facilities to an **Insured Location** unless caused by an event within six hundred and fifty (650) feet of an **Insured Location**
12. Any loss, **Damages** or **Claim Expenses** arising out of loss of market or loss of attraction
13. Any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature
14. Any loss during any idle period, including but not limited to when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:
 - (a) Planned or rescheduled shutdown
 - (b) Strikes or other work stoppage
15. Any increase in loss due to:
 - (a) Suspension, cancellation or lapse of any lease, contract, license or orders
 - (b) For penalties of any nature

Property insured shall not include:

1. Land or land values
2. Power transmission, feeder lines or pipelines not located at an **Insured Location**
3. Any building or structure, or property contained therein, while such building or structure is vacant or unoccupied or inoperative for more than thirty (30) days, unless the property is intended to be unoccupied in its normal operations
4. Aircraft or any other aerial device, or watercraft
5. Any land conveyance, including vehicles, locomotives or rolling stock, unless such land conveyance is declared to the **Trust** and is located at an **Insured Location** at the time of its damage
6. Electronic data
7. Animals, plants or living things of all types
8. Property in transit and not located at an **Insured Location**
9. Any property not owned by the **Designated Member**, or in which the **Designated Member** doesn't have an insurable interest, except as covered under Section 3: Third Party Liability.

Conditions

General conditions applicable to this Endorsement

1. Abandonment

There shall be no abandonment of any property to the **Trust**

2. Assignment

Assignment or transfer of this Endorsement or any claim hereunder shall not be valid except with the prior written consent of the **Trust**

3. Burden of Proof

In any claim and/or action, suit or proceeding to enforce a claim for loss under this Endorsement, the burden of proving that the loss is recoverable under this Endorsement and that no limitation or exclusion of this Endorsement applies and the quantum of loss shall fall upon the **Member**.

4. Required Notice

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

5. Requirements in Case of Loss

The **Member** will:

- (a) Immediately call the Security Exchange Emergency 24-hour Crisis Line to access Crisis Management Response Services: +1 312-500-5093.
- (b) Give immediate written notice to the **Trust** of any **Active Assailant Event** or **Hostage Event** likely to give rise to a claim hereunder.
- (c) The **Member** shall render a signed and sworn proof of loss within sixty (60) days after the **Active Assailant Event** or **Hostage Event** (unless such period be extended by the written agreement of the **Trust**) stating the time, place and cause of loss, with the exception of losses under Section 3: Third Party Liability of this Endorsement under which the **Member** shall render a signed and sworn proof of loss as soon as reasonably possible and in no event later than ninety (90) days of the expiration of the Endorsement.
- (d) Co-operate fully in the investigation or adjustment of any claim.
- (e) Take all reasonable steps to mitigate its losses, such as using alternative premises if possible and/or resuming normal business operations as soon as possible.

If the **Trust** has not received such proof of loss within two (2) years of the expiry date of this Endorsement, the **Trust** shall be discharged from all liability hereunder.

To notify us of an **Active Assailant Event** or **Hostage Event** likely to give rise to a claim under this Endorsement, please email all of the following email addresses and call the following numbers:

Markel: TerrorismClaims@markelintl.com

Crawfords: claimsalert@us.crawco.com

FMIT: propclaims@flcities.com

FMIT: 855-364-8567

When notifying us of a claim, please provide a brief description of the event, along with **Member** Name, Address, Business and Location affected. Please also provide a contact person and their details.

6. Arbitration

If the **Member** and the **Trust** fail to agree in whole or in part regarding any aspect of this Endorsement, each party shall, within ten (10) days after a demand in writing by either party, appoint a competent and disinterested arbitrator and the two chosen shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the **Member** and the **Trust** shall so fail to agree and shall make an award thereon, and if they fail to agree, they will submit to their differences to the umpire and the award in writing of any two, duly verified, shall determine the same. The arbitration shall be run in accordance with the Rules of the American Arbitration Association.

The parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

7. Due Diligence

The **Designated Member** (or any of the **Designated Member's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable, including but not limited to taking precautions to protect or remove the insured property, to avoid or diminish any loss herein insured and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

The **Member** agrees to pursue any available recovery under any government compensation plan or other similar scheme for the benefit of the **Trust**. The **Member** shall allow the **Trust** and its representatives access to all necessary information, documentation and accounting data in respect of any such recovery.

8. Expert Fees

This Endorsement includes, within the **Aggregate Limit of Liability**, the necessary and reasonable fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this Endorsement.

9. False or Fraudulent Claims

If the **Member** shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Endorsement shall become void and all claims and benefit hereunder shall be forfeited.

10. Incorrect Declaration Penalty

If the declared values as stated in the Schedule are less than the correct insured values as determined in the Valuation condition, then any recovery otherwise due hereunder shall be reduced in the same proportion that the values declared bear to the values that should have been declared, and the **Designated Member** shall co insure for the balance.

11. Inspection and Audit

The **Trust** or its agents shall be permitted but not obligated to inspect the **Designated Member's** property at any time.

Neither the **Trust's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Designated Member** or others, to determine or warrant that such property is safe.

The **Trust** may examine and audit the **Designated Member's** books and records at any time up to two years after the final termination of this Endorsement, as far as they relate to the subject matter of this Endorsement.

12. Legal Action Against The Trust

No one may bring a legal action against the **Trust** unless:

- (a) There has been full compliance by the **Member** with all of the terms of this Endorsement; and
- (b) The action is brought within two (2) years after the expiry or cancellation of this Endorsement

13. Limits of Liability and Excess

The **Trust** shall not be liable under this Endorsement for more than the **Aggregate Limit of Liability** as stated in the Schedule in the **Endorsement Period**. Nor shall the **Trust** be liable under this Endorsement for more than any of the sub-limits stated in the Schedule for the coverage provided under each section in respect of any one **Occurrence**.

Any payment by the **Trust** is subject to the Deductible and Waiting Period stated in the Schedule. During the waiting period, the **Trust** will not be liable to make any payment which they would otherwise be required to make under the provisions of this Endorsement.

14. Material Changes

The **Member** shall notify the **Trust** of any change of circumstances which would materially affect this Endorsement.

15. Misrepresentation

If the **Member** has concealed or misrepresented any material fact or circumstance relating to this insurance, this Endorsement shall become void. If the **Member** is unsure what constitutes material fact(s) or circumstance(s), they should consult the **Trust**, their broker or agent.

16. Primary Insurance

This Endorsement is primary without right of contribution from any other insurance outside of the Coverage Agreement which is carried by the **Designated Member**. The amount of the **Trust's** liability shall not be reduced by the existence of other insurance of the same risk. The **Trust** waives any claim for average or contribution in respect of any other insurer of the insured risks covered hereunder.

To the extent that the **Designated Member's** FMIT Property and Allied Lines Coverage Agreement or FMIT General/Professional Liability Coverage Agreement provide duplicate or overlapping coverage that applies to the risk insured by this Endorsement, the parties intend and agree that this Endorsement will apply to any loss, Damages or Claims Expenses on a primary basis before any other coverage provided for in the Coverage Agreement shall apply.

However, the order of coverage application herein does not apply to any workers' compensation or other form of wage replacement and/or medical benefit insurance, and if such insurance coverage is applicable it shall apply first or as directed by the **Trust**.

17. Protection Maintenance

It is agreed that any protection provided for the safety of the property insured shall be maintained in good order throughout the currency of this Endorsement and shall be in use at all relevant times, and that such protection shall not be withdrawn or varied to the detriment of the interests of the **Trust** without their consent. Failure to comply with this shall render the Endorsement void until the protection has been reinstated.

18. Rights of Third Parties Exclusion

This Endorsement and its insuring agreement are entered solely between the **Designated Member** and the **Trust**.

This Endorsement shall not confer any benefits on any third parties and no such third party may enforce any term of this Endorsement.

This clause shall not affect the rights of the **Designated Member**.

19. Salvage

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Endorsement shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

20. Sanctions

The **Trust** shall not be deemed to provide coverage and the **Trust** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Trust** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

21. Situation

This Endorsement insures property located at the addresses stated in the Schedule.

22. Subrogation

Any release from liability entered into in writing by the **Member** prior to loss hereunder shall not affect this Endorsement or the right of the **Member** to recover hereunder. The right of subrogation against any of the **Member's** subsidiary or affiliated entities or any other entities associated with the **Member** through ownership or management is waived;

In the event of any payment under this Endorsement, the **Trust** shall be subrogated to the extent of such payment to all the **Member's** right of recovery therefor. The **Member** shall execute all papers required, shall cooperate with the **Trust** and, upon the **Trust's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. The **Trust** will act in concert with all other interests concerned (including the **Member**) in the exercise of such rights of recovery. Subrogation recoveries, if any, shall be pursued and allocated as provided in the FMIT Coverage Agreement's Conditions of Coverage.

23. Valuation

In respect of property damage, settlement shall be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

- (a) The repairs, replacement or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
- (b) Until replacement has been effected the amount of liability under this Endorsement in respect of loss shall be limited to the **Actual Cash Value** at the time of loss;
- (c) If replacement with material of like kind and quality is restricted or prohibited by any by-laws, ordinance or law, any increased cost of replacement due thereto shall not be covered by this Endorsement.

The **Trust's** liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

- (a) The Endorsement limit applicable to the destroyed or damaged property,
- (b) The replacement cost of the property or any part thereof which was intended for the same occupancy and use, as calculated at the time of the loss,
- (c) The amount actually and necessarily expended in replacing said property or any part thereof.

The **Trust** will normally expect the **Member** to carry out repair or replacement of the insured property, but if the **Member** and the **Trust** agree that it is not practicable or reasonable to do this, the **Trust** will pay the **Member** an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. The **Trust** will only pay the **Member** up to the **Aggregate Limit of Liability** shown in the Schedule.

24. Choice of Law

This Endorsement shall be subject to the laws of Florida.

Schedule

Endorsement Period: October 1 to September 30 of the **Trust** Coverage Year stated in the FMIT Property and Allied Lines Coverage Agreement and Declarations to which this Endorsement is added.

Insured Locations: See FMIT Property Schedule

Declared Values: See FMIT Property Schedule

Property values: See FMIT Property Schedule

Aggregate Limit of Liability: USD 1,000,000 for the **Endorsement Period**

Per Occurrence Limit of Liability USD 1,000,000 (Included in Aggregate Limit of Liability)

All coverage section limits and sub-limits described below are part of the **Aggregate Limit of Liability** and not in addition to it.

Section 1: Property Damage Limit of Liability: (Included in Per Occurrence Limit of Liability)

Deductible: USD 2,500

Sub-limits:

Debris Removal Limit Per Occurrence: (Included in Per Occurrence Limit of Liability)

Section 2: Time Element Limit: (Included in Per Occurrence Limit of Liability)

Waiting Period: 12 Hours

Extended Period of Liability: 90 days

Sub-limits:

Denial of Access: (Included in Per Occurrence Limit of Liability)

Waiting period in respect of Denial of Access: 12 hours

Section 3: Third Party Liability

Retroactive Date: 10/01/2019

Limit of Liability: (Included in Per Occurrence Limit of Liability)

The Limit of Liability under this Third Party Liability section includes Damages and Claim Expenses which erode the stated limit.

Deductible: USD 10,000

**Section 4: Ancillary Support Services
Limit of Liability:**

(Included in Per Occurrence Limit of Liability)

Sub-limits:

Medical and Dental Expenses: USD 20,000 per person

Counselling Costs: USD 10,000 per person for those physically present and affected by **Bodily Injury**

USD 5,000 per person for those physically present but not affected by **Bodily Injury**

Crisis Management Response Service: USD 100,000 any one **Occurrence (Included in Per Occurrence Limit of Liability)**

All coverage section limits and sub-limits are part of the **Aggregate Limit of Liability** and not in addition to it.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**FMIT PROPERTY TURNKEY RECOVERY COVERAGE**

The Property Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Property Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Property Coverage Agreement and this endorsement, this endorsement shall control how coverage is applied. All references to “you” or “your(s),” shall mean the Designated Member, and all references to the “FMIT,” “Trust,” “we,” or “our” shall refer to the Florida Municipal Insurance Trust.

I. COVERAGE

In the event of direct physical loss or damage to covered property, FMIT may indemnify the Designated Member, at the Designated Member’s optional election and the FMIT’s acceptance of such election, for first-party property coverage owed under the Property Coverage Agreement through this FMIT Property Turnkey Recovery Coverage endorsement (hereafter, “FMIT Turnkey Recovery Coverage” or “Turnkey Coverage”).

For property that suffers direct physical loss or damage covered by the Property Coverage Agreement, submitted to FMIT on a timely basis, and subject to the scope of the covered loss or damage amount as determined and authorized by FMIT for each Turnkey Coverage claim (hereafter, “Turnkey Claim”), Turnkey Coverage shall pay the cost to repair or replace the property through a designated FMIT Turnkey Recovery Manager (“Turnkey Manager”). The Turnkey Manager, under direction of the Designated Member, will manage applicable response and recovery projects and directly pay the covered and required repair or replacement costs, including materials, supplies, professional and manual labor service providers, and other covered costs. Additionally, the Turnkey Manager may facilitate, administer and/or procure all construction labor, construction or repair-related services, supplies, materials or other requirements within the scope of the covered loss or damage amount. However, at all times, FMIT reserves and retains the right to alternatively discharge indemnification owed for all or any portion of each Turnkey Coverage Claim under this endorsement through payment of the Actual Cash Value amount (or if purchased, the optional Replacement Cost Value amount) determined by FMIT to be owed for the covered property loss under the conventional terms, conditions and requirements of the Property Coverage Agreement’s Building and Personal Property Coverage Form and endorsements, net of amounts already paid by FMIT.

FMIT Turnkey Recovery Coverage is part of the Designated Member’s purchased Property Coverage Agreement to which this endorsement is attached. Turnkey Coverage is not a separate product, service, or commodity requiring further procurement for its application to insured property and covered loss or damage claims arising under the terms of the Property Coverage Agreement.

II. CONDITIONS

The Designated Member agrees to all coverage conditions, terms, limits, exclusions or deductibles and Turnkey Coverage program requirements established by FMIT as part of the Property Coverage Agreement and as follows:

- A. The availability of Turnkey Coverage requires that:

1. Coverage for the cause of loss and damages has been accepted by FMIT for the respective building or property pursuant to the Property Coverage Agreement;
 2. The covered building or property, if underinsured and subject to Coinsurance Condition requirements of the Property Coverage Agreement at the time of the loss occurrence, has been reviewed and approved for Turnkey Coverage by FMIT;
 3. The loss or damage amount required to repair or replace the covered property can be adjudicated and reduced to a reasonably certain estimated sum in advance of the repair or replacement, although subject to reasonable adjustments as specified herein; and
 4. Limitations on the availability of construction-related services necessary for Turnkey Coverage have not arisen and/or impacted the covered location at the time Turnkey Coverage is under consideration due to Named Storm events, widespread catastrophic loss, demand surge or other circumstances beyond the reasonable control of FMIT.
- B. The Designated Member must provide a completed and signed Turnkey Coverage Election and Memorandum of Understanding to FMIT no later than 120 days after the date of covered loss occurrence. Upon written request by the Designated Member, FMIT may, in its sole discretion, extend the 120-day period only in writing.
- C. Turnkey Coverage shall apply according to each individually Scheduled Location, building or covered structure for which FMIT has adjudicated a covered loss. Each covered Scheduled Location, building or property shall be deemed an individual Turnkey Claim, unless the FMIT agrees in writing to aggregate Turnkey Coverage on different terms such as multiple Scheduled Locations, multiple buildings at Scheduled Locations, or otherwise.
- D. Each Turnkey Claim shall be evidenced by either separate, written Turnkey Coverage Election and Memorandum of Understanding (Turnkey MOU) documents, or a single written Turnkey MOU referencing multiple Turnkey Claims. Each Turnkey MOU shall be completed by the Turnkey Manager and the authorized Designated Member representative to memorialize the Turnkey election, and shall include, but not be limited to applicable:
1. A description of covered property included in the Turnkey Claim including FMIT Claim Number(s), Location Number(s) and Description(s) of damaged assets contained on the Member's Property Schedule, Project Details providing a reasonably detailed description of the repair or replacement work required for the covered property at issue; and
 2. A Turnkey Coverage Scope of Loss Estimate. This shall provide a reasonably detailed estimate of the covered amount of costs required to repair or replace each covered property forming the Turnkey Claim. This amount establishes anticipated loss costs to perform the required repair or replacement and the amount required to indemnify the Designated Member and is subject to amendment with FMIT's written approval as determined by FMIT pursuant to this endorsement and the Property Coverage Agreement.

- E. Upon completion of the repair or replacement pursuant to the Turnkey MOU, the Turnkey Manager shall execute and deliver a Turnkey Claim Certificate of Completion to the Designated Member. After ninety (90) days following issuance of the Turnkey Claim Certificate of Completion, the Turnkey Claim shall be deemed closed by FMIT and no further FMIT coverage shall be owed for the scope of covered loss set forth in the Turnkey MOU, nor shall further claims for loss or damage related to the Turnkey Claim be permitted, except as provided for previously closed claims or supplemental claims pursuant to §627.70132, Fla. Stat. or pertinent part of the Property Coverage Agreement. However, nothing herein shall affect the terms of specific construction warranties of workmanship or quality, or other warranties or indemnifications offered by any third party, including Turnkey Manager or any entity or any individual who, by contract or otherwise, provided services, supplies, materials or other construction-related elements for the Turnkey Claim.
- F. By electing Turnkey Coverage, the Designated Member agrees that factors beyond the parties' control may affect availability of this optional coverage, such as unforeseeable changes or disruptions to construction labor forces, materials or supplies; unforeseeable weather or environmental factors; applicable local, state or federal building laws or regulations; unforeseeable local, state or federal legislation or state or federal judicial actions; or other issues not here listed. FMIT makes no representations or warranties regarding the impact these or other factors may have upon each Turnkey Claim. Accordingly, FMIT may alternatively discharge indemnification owed for all or any portion of each Turnkey Coverage claim under this endorsement through payment as described above in Section I, Coverage.
- G. If the Designated Member suspends or terminates Turnkey Coverage for any Turnkey Claim before completion as contemplated under Condition E. of this endorsement, the coverage amount owed under this endorsement shall not exceed the Actual Cash Value amount (or if purchased, the Replacement Cost Value amount) determined by FMIT to be owed for the covered property loss under the conventional terms, conditions and requirements of the Property Coverage Agreement's Building and Personal Property Coverage Form and endorsements, net of amounts already paid by FMIT.

III. DEDUCTIBLE

Coverage pursuant to this endorsement shall apply subject to the corresponding deductible amount provided in the Declarations or the specific Property Coverage Agreement coverage part which applies to the claimed loss or damage.

IV. EXCLUSIONS

Coverage provided by this endorsement shall be subject to all exclusions of the Property Coverage Agreement including those exclusions arising by any endorsements thereto, where applicable to the cause of loss and claimed loss or damage. In addition, the following exclusions shall apply:

- A. Appraisal and the related provisions for such procedures are excluded from this part of the Property Coverage Agreement and shall not be permitted on covered property for which a Turnkey Coverage Election has been made.

COMMERCIAL PROPERTY
CP 00 50 04 02

EXTRA EXPENSE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section D. - **Definitions**.

A. Coverage

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at premises which are described in the Declarations and for which an Extra Expense Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

1. Extra Expense

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- a. Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- b. Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

2. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

3. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- b. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. Additional Coverages

a. Alterations And New Buildings

We will pay for the actual and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

b. Civil Authority

We will pay for the actual and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage will apply for a period of up to three consecutive weeks from the date of that action.

c. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.

- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.
 - (c) If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Interruption Of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
 - (5) This Additional Coverage - Interruption Of Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

5. Coverage Extension

You may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Extra Expense Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire the property; or
 - (3) You notify us of how you want this coverage to apply to that location.

We will charge you additional premium from the date you acquire the property.

This Extension is additional insurance.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings; or
2. Civil Authority.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties If You Incur Extra Expense

- a. You must see that the following are done if you incur Extra Expense:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Limits On Loss Payment

We will not pay more for Extra Expense than the percentages shown in the Declarations times the Limit of Insurance.

When the "period of restoration" is:

- a. 30 days or less, the first percentage applies.
- b. 60 days or less, but more than 30 days, the second percentage applies.
- c. More than 60 days, the third percentage applies.

Example: The Limit of Insurance is \$ 100,000
 The percentages shown in the Declarations are 40%-80%-100%
 The "period of restoration" is 45 days
 The amount of Extra Expenses incurred is \$ 90,000

We will not pay more than \$100,000 times 80% (the percentage applicable for a "period of restoration" of 31-60 days), or \$80,000. The remaining \$10,000 is not covered.

4. Loss Determination

- a. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Extra Expense otherwise incurred.
- b. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

5. Loss Payment

We will pay for any loss within 30 days after we receive the proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We reach agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Definitions

- 1. "Operations" means your business activities occurring at the described premises.
- 2. "Period of Restoration" means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 3. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 4. "Suspension" means the slowdown or cessation of your business activities.

COMMERCIAL PROPERTY
CP 00 32 04 02

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - **Definitions**.

A. Coverage

1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- a. Business Income including "Rental Value".
- b. Business Income other than "Rental Value".
- c. "Rental Value".

If option a. above is selected, the term Business Income will include "Rental Value". If option c. above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- a. The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

3. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption Of Computer Operations.
- b. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. Additional Coverages

a. Expenses To Reduce Loss

In the event of a covered loss of Business Income, we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of Business Income. The total of our payment for Business Income loss and Expenses to Reduce Loss will not be more than the Business Income loss that would have been payable under this Coverage Form (after application of any Coinsurance penalty) if the Expenses to Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

The Coinsurance condition does not apply specifically to such Expenses to Reduce Loss, but it is used as described above to determine the total amount payable.

b. Civil Authority

We will pay for the actual loss of Business Income you sustain caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage begins 72 hours after the time of that action, and will apply for a period of up to three consecutive weeks from the date on which the coverage begins.

c. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

e. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.
 - (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage - Interruption Of Computer Operations includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Interruption Of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- (5) This Additional Coverage - Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

5. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

NEWLY ACQUIRED LOCATIONS

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Alterations and New Buildings;
2. Civil Authority;
3. Extended Business Income;
4. Expenses to Reduce Loss.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. Resumption Of Operations

We will reduce the amount of your Business Income loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any loss if the Limit of Insurance for Business Income is less than:

- a. The Coinsurance percentage shown for Business Income in the Declarations; times
- b. The sum of:
 - (1) The Net Income (Net Profit or Loss before income taxes), and
 - (2) Operating expenses, including payroll expenses, that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

1. Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
2. Divide the Limit of Insurance for the described premises by the figure determined in Step 1; and
3. Multiply the total amount of loss by the figure determined in Step 2.

We will pay the amount determined in Step 3 or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

1. Prepaid freight - outgoing;
2. Returns and allowances;
3. Discounts;
4. Bad debts;
5. Collection expenses;
6. Cost of raw stock and factory supplies consumed (including transportation charges);
7. Cost of merchandise sold (including transportation charges);
8. Cost of other supplies consumed (including transportation charges);
9. Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;

- 10. Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- 11. All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- 12. Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000
 The Coinsurance percentage is 50%
 The Limit of Insurance is \$150,000
 The amount of loss is \$ 80,000

Step 1: $\$400,000 \times 50\% = \$200,000$ (the minimum amount of insurance to meet your Coinsurance requirements)

Step 2: $\$150,000 \div \$200,000 = .75$

Step 3: $\$ 80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$400,000
 The Coinsurance percentage is 50%
 The Limit of Insurance is \$200,000
 The amount of loss is \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$400,000 \times 50\%$). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income is the lesser of:
 - (1) The amount of loss sustained during the 120 days immediately following the beginning of the "period of restoration"; or
 - (2) The Limit of Insurance shown in the Declarations.

2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

Example

When: The Limit of Insurance is \$120,000
 The fraction shown in the Declarations for this Optional Coverage is 1/4
 The most we will pay for loss in each period of 30 consecutive days is:
 $\$120,000 \times 1/4 = \$30,000$
 If, in this example, the actual amount of loss is:

Days 1-30	\$40,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$90,000

We will pay:

Days 1-30	\$30,000
Days 31-60	20,000
Days 61-90	<u>30,000</u>
	\$80,000

The remaining \$10,000 is not covered.

3. Business Income Agreed Value

- a. To activate this Optional Coverage:
 - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":

- (a) During the 12 months prior to the date of the Work Sheet; and
 - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
- (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
- (1) 12 months after the effective date of this Optional Coverage; or
 - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
- (1) Within 12 months of the effective date of this Optional Coverage; or
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
- (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example

When:	The Limit of Insurance is	\$100,000
	The Agreed Value is	\$200,000
	The amount of loss is	\$80,000

Step (a): $\$100,000 \div \$200,000 = .50$

Step (b): $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

4. Extended Period Of Indemnity

Under Paragraph A.4.d., **Extended Business Income**, the number "30" in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

F. Definitions

1. "Finished Stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
- a. Your business activities occurring at the described premises; and
 - b. The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.
3. "Period of Restoration" means the period of time that:
- a. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or required the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
5. "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

FMIT Asset Survey Disclosure and Acknowledgement

Insured property values can fluctuate due to many factors, such as location, labor and material costs and economic conditions, among others. FMIT, on behalf of its membership, has an interest in ensuring all Members with first party property coverage assign appropriate replacement cost values to all buildings and other property assets when placing insurance with FMIT. Members are protected from unexpected losses and can assure the fullest recovery after such losses when they avoid underinsured assets.

FMIT understands that requiring Members to appraise their scheduled property yearly would be a difficult and expensive task. FMIT also believes that imposing mandatory increases on insured values on a yearly cost-basis ("inflation guard") is not an optimal solution as it does not assist the Member in identifying property that has been added (purchased, newly constructed), improved, or released (sale, donation, demolition, etc.) by the Member over time. This can lead to potential gaps in placement, incorrect premiums and other issues that may negatively affect our Members.

As a Member benefit intended to address the aforementioned factors, FMIT, in partnership with Synergy ID, LLC (FMIT Asset Survey Program Managers), offers voluntary access to the FMIT Asset Survey program. By electing to participate in the Asset Survey program, the Member acknowledges and agrees to the following expectations and conditions:

1. FMIT Asset Survey results are intended solely to help Members periodically identify their insured or insurable buildings and other assets; present Members an estimated value for such assets; and present these values for Member use as a basis upon which they can select desired insured building and asset values.
2. Upon participation in the program, Member agrees to provide Asset Survey Program Managers ("Program Managers") with a complete list of Real Property owned by the Member. The list of Real Property will include the Asset Name, Asset Address, and any other specific characteristics that may materially affect the value of the asset. These characteristics should include any fixed equipment or specialized construction inside the building not defined by its Name, including: Property Status (i.e. Historic Site, Vacant, etc.); Current Use/Purpose (ie. Storage, Community Activities, Pump Station, Leased Structure, etc.); or others.
3. Member agrees to provide Program Managers with access to any/all property locations in order to capture additional information on fixed property such as area, height, construction type, etc. in addition to the capturing of photos of the assets, in order to complete the Field Survey portion of the Asset Survey. Once the Field Survey is complete, the Valuation Process begins whereby an estimated replacement cost value is placed on the asset using one or more of the following: 1) Standard estimating software (Marshal & Swift, R.S. Means, etc.); 2) Recent construction data captured through the FMIT Turnkey Recovery Program; 3) Other experiential data when similar to the asset being valued.
4. Once the Valuation Process is complete, Member agrees to receive and review the Asset Survey results and make final asset value selections on a timely basis as follows:
 - a. Members with Blanket / Agreed Value coverage will have 10 days to review Asset Survey data regarding currently scheduled asset and provide feedback. Once the 10-day period has expired, the Asset Survey Value will be used to update the insured coverage limit for all currently scheduled Building and other property assets. Members must submit newly identified property to FMIT through

the Asset Survey Online System or other acceptable methods and if not, they will not be added to the insured property schedule.

- b. Members with Specified Value coverage may have as much time as necessary to review the data and make coverage limit decisions. Unless Asset Survey results are accepted, insured limits for Building and other property assets will remain unchanged, with the understanding that if the insured limits are determined to be less than the Replacement Cost of the asset at the time of loss, the Coinsurance Condition will apply and reduce the loss settlement amount payable to the Member.
5. Participating in the Asset Survey program does not release Member from their continuing obligation to keep insured values current for buildings and other assets each coverage year.

FMIT SPECIFIED VALUE POLICY FORM OF PROPERTY COVERAGE ACKNOWLEDGEMENT

Insured property values can fluctuate from year to year due to many factors such as location, labor and material costs and economic conditions among others. While FMIT provides robust property coverage for insured Members, each FMIT Member has a continuing duty to select and keep insured values current for all buildings and other assets each year. Updating insured values assures the Member's ability to obtain the greatest loss recovery payment, especially in the event of a catastrophic or total-loss property claim.

Those Members who choose the Specified Value form of property coverage, wherein a specified dollar limit of coverage is selected for each building or other insured asset, are especially urged to obtain property appraisals at regular intervals and/or take other steps to update insured coverage limits. Failure to maintain adequate coverage limits on each insured building or assets can result in application of the Coinsurance Condition provisions in the Coverage Agreement after a loss occurrence.

Like other standard property policies, the FMIT's Coinsurance Condition requires **the Member to adequately insure each building or asset for a limit that is 80%, 90% or 100% of its replacement value at time of loss** (*the Member's selected percentage is reflected on coverage Declarations page*). Selecting and keeping insured values current avoids situations where a building or asset is "under-insured" at the time of loss and consequently, loss recovery payments are reduced under the coinsurance provisions in the Coverage Agreement.

Another Option: FMIT's Blanket Coverage and Agreed Value form of Property Coverage

FMIT Members may choose the Blanket Coverage and Agreed Value ("Blanket and Agreed Coverage") form of property coverage to increase available insured limits for buildings and other assets at Scheduled Locations. While Blanket and Agreed Coverage Members are also obligated to select and keep insured values current for buildings and other assets each coverage year, selecting this option avoids any application of the Coinsurance Condition.

Speak to your Account Executive or Account Underwriting Team Member to learn more or make a change.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

APPRAISAL CLAUSE AMENDMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This endorsement replaces any and all other provisions regarding appraisal.

If we and you disagree on the amount of the loss determined by the Trust, prior to filing suit, you must notify us of your disagreement with the amount of the loss determination in writing. If the parties still disagree, either party may request, in writing, an appraisal to determine the amount of the loss settlement. An appraisal may then take place only if the other party agrees in writing to participate in the appraisal process pursuant to terms of a written Appraisal Agreement between the parties.

At a minimum, the written Appraisal Agreement between the parties must specify:

- a protocol for the selection of a disinterested, competent, and impartial appraiser (who does not have a financial interest in the claim and/or appraisal award, including a contingent interest in the outcome of the claim or appraisal award),
- the inspection of the property by the appraisers,
- the selection of an umpire,
- permissible communications between and among the appraisers and umpire,
- specific itemization of each item in dispute,
- the authorized scope and extent of this appraisal process,
- how appraisal awards will be determined; and
- the document or format to be used when issuing the written award.

If the parties cannot agree on a written Appraisal Agreement specifying the appraisal procedure, an appraisal will not take place.

If appraisal moves forward and the designated appraisers cannot agree on the amount of the loss settlement, the two appraisers will select an umpire, who is disinterested, competent, and impartial. If the two appraisers cannot agree to an umpire within 15 days of either appraiser proposing one or more umpires, the two appraisers may jointly request that the selection of a competent and impartial umpire be made by a judge of a court in the county of the loss or damage. If either party to the appraisal, without notice to the other party, asks a judge to select an umpire, any such umpire selection shall be invalidated and the selection of a new umpire shall be required. If the appraisers do not agree to jointly request the appointment of an umpire, either you or the Trust can unilaterally end the appraisal with written notice to the other.

The appraisers will determine and state separately the amount of loss. Specific itemization of each item and amount in dispute is required, including, but not limited to, building-by-building, floor-by-floor, unit-by-unit, and area-by-area allocation. If the appraisers fail to agree, they will submit their differences to the umpire. The umpire will consider the areas of specific itemization made by the appraisers, make a final determination as to any such areas reflecting disagreements between the appraisers and state his or her final determination on the amount of loss to be ascribed for all such areas of disagreement. A decision agreed to in writing between the umpire and one of the appraisers will be binding.

Each party will:

- a. pay its chosen appraiser; and

b. bear the other expenses of the appraisal and the umpire's fee equally.

Any demand to utilize this appraisal process must be made within two (2) years after the date of the loss occurrence giving rise to the property damage claim. After that time, neither you nor the Trust may demand an appraisal.

For each loss occurrence, if you or the Trust timely demand to utilize this Appraisal Process for claimed loss or damage and a suit for or involving claimed loss or damage to property arising from the same loss occurrence has been filed, then upon written request or motion for abatement of the suit by either party, the suit shall be abated until after an appraisal award pursuant to this appraisal process.

At any time after the request for appraisal, we will retain our right to demand compliance with all applicable duties in the event of loss as described in the Coverage Agreement. We may require completion of any of the duties in the event of loss, or any other policy condition, prior to continuance of the appraisal proceeding.

If there is an appraisal, the Trust still retains its right to deny coverage of the claim, whether denied in whole or denied in part to the extent the Trust determines no coverage under the Coverage Agreement exists for any part of the claimed loss or damage. Where the Trust has previously determined the claimed loss or damage does not exceed a required deductible amount, such determination shall be deemed a wholly denied claim for loss or damage for purposes of the appraisal process only.

Where applicable, the parties agree that during the pendency of an appraisal, all required responses and cures to any Civil Remedy Notices are extended until 30 days after the appraisal is concluded.

By voluntarily agreeing to the appraisal process, both parties acknowledge that there are irreconcilable differences that exist regarding the loss settlement amounts.

In connection with the appraisal proceeding or the rendering of any appraisal award, neither the appraisers nor the umpire shall have authority to:

- decide questions of law,
- make any factual finding which directly or indirectly determines if any claimed property loss or damage is covered under this Coverage Agreement,
- determine the origin, cause or causes of any claimed property loss or damage
- determine the scope or application of any insurance coverage or coverage exclusions under the Coverage Agreement
- determine compliance with the terms and conditions of the Coverage Agreement;
- determine the amount of loss related to any ordinance or law claim for coverage, unless made part of an appraisal award after you have already become liable for the related loss expense required by applicable ordinance or law; or
- determine the Limits of Insurance available under the Coverage Agreement.

**COMMERCIAL INLAND MARINE
CM 00 01 09 04**

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

**COMMERCIAL INLAND MARINE
CM 00 66 09 04**

ACCOUNTS RECEIVABLE COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E - Definitions.

A. Coverage

1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- d. Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

2. Property Not Covered

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to your records of accounts receivable except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs a. through e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extension

REMOVAL

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the "premises" from which the records of accounts receivable are removed.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest or criminal act committed by:
 - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
 - (2) A manager or a member if you are a limited liability company;
 - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or

(4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

d. Bookkeeping, accounting or billing errors or omissions.

e. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;
- (2) Faulty installation or maintenance of data processing equipment or component parts;
- (3) An occurrence that took place more than 100 feet from your "premises"; or
- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises".

But we will pay for direct loss or damage caused by lightning.

f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

g. Unauthorized instructions to transfer property to any person or to any place.

h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather Conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
- d. Collapse except as provided in the Additional Coverage - Collapse Section of this Coverage Form.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Additional Conditions

1. Determination Of Receivables

General Condition F. **Valuation** in the Commercial Inland Marine Conditions is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- b. The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (1) The amount of the accounts for which there is no loss or damage;
 - (2) The amount of the accounts that you are able to re-establish or collect;
 - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (4) All unearned interest and service charges.

2. Recoveries

The following is added to Loss Condition H. **Recovered Property** in the Commercial Inland Marine Conditions:

You will pay us the amount of all recoveries you receive for loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.

3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover records of accounts receivable:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of all accounts receivable, except those in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for Coverage Applicable at All Locations.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of all accounts receivable, except those in transit, at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance for Coverage Applicable at All Locations by the figure determined in Step (1); and
- (3) Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This condition will not apply to records of accounts receivable in transit, interest charges, excess collection expenses or expenses to re-establish your records of accounts receivable.

c. Protection Of Records

Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.

E. Definitions

"Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

**COMMERCIAL INLAND MARINE
CM 00 67 09 04**

VALUABLE PAPERS AND RECORDS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means "valuable papers and records" that are your property or property of others in your care, custody or control.

2. Property Not Covered

Covered Property does not include:

- a. Property not specifically declared and described in the Declarations if such property cannot be replaced with other property of like kind and quality;
- b. Property held as samples or for delivery after sale;
- c. Property in storage away from the "premises" shown in the Declarations; or
- d. Contraband, or property in the course of illegal transportation or trade.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverage - Collapse

We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs a. through e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

5. Coverage Extensions

a. Removal

If you give us written notice within 10 days of removal of your "valuable papers and records" because of imminent danger of loss or damage, we will pay for loss or damage while it is:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the Limits of Insurance applicable to the "premises" from which the Covered Property is removed.

b. Away From Your Premises

We will pay up to \$5,000 for loss or damage to Covered Property while it is away from your "premises".

But if a higher Limit of Insurance is specified in the Declarations, the higher limit will apply.

The limit for this Coverage Extension is additional insurance.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act committed by:

- (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Errors or omissions in processing or copying.

But if errors or omissions in processing or copying result in fire or explosion, we will pay for the direct loss or damage caused by that fire or explosion if the fire or explosion would be covered under this Coverage Form.

d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss or damage caused by lightning.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

f. Unauthorized instructions to transfer property to any person or to any place.

g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather Conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - of part or all of any property wherever located.
- d. Collapse except as provided in the Additional Coverage - Collapse Section of this Coverage Form.
- e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

E. Additional Conditions

1. Valuation - Specifically Declared Items

The following is added to General Condition F. **Valuation** in the Commercial Inland Marine Conditions:

The value of each item of property that is specifically declared and described in the Declarations is the applicable Limit of Insurance shown in the Declarations for that item.

2. Recoveries

The following is added to Loss Condition H. **Recovered Property** in the Commercial Inland Marine Conditions:

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your loss or damage will be readjusted based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

We cover property:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
 - (a) The United States of America (including its territories and possessions);
 - (b) Puerto Rico; and
 - (c) Canada.

b. Protection Of Records

Whenever you are not open for business, and except while you are actually using the property, you must keep all "valuable papers and records" in receptacles that are described in the Declarations.

F. Definitions

- 1. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.
- 2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
- 3. "Money" means:
 - a. Currency, coins and bank notes whether or not in current use; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
- 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps whether or not in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;

but does not include "money".

CRIME AND FIDELITY
CR 00 25 05 06

GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.j. or E.1.k., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.f.:

1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises - Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

5. Inside The Premises - Robbery Or Safe Burglary Of Other Property

- a. We will pay for loss of or damage to "other property":
 - (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

8. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions

1. This insurance does not cover:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your officials, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

c. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Insuring Agreement A.1. or A.2.

d. Confidential Information

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

g. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.3.

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Similar Action

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreements A.1. and A.2. do not cover:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

c. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

d. Treasurers Or Tax Collectors

Loss caused by any treasurer or tax collector by whatever name known.

3. Insuring Agreements **A.4.**, **A.5.** and **A.6.** do not cover:
- a. **Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions.
 - b. **Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase.
 - c. **Fire**
Loss or damage resulting from fire, however caused, except:
 - (1) Loss of or damage to "money" and "securities"; and
 - (2) Loss from damage to a safe or vault.
 - d. **Money Operated Devices**
Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
 - e. **Motor Vehicles Or Equipment And Accessories**
Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.
 - f. **Transfer Or Surrender Of Property**
 - (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
 - (i) Your confidential information; or
 - (ii) Weaknesses in the source code within your computer system.
- (2) But, this Exclusion does not apply under Insuring Agreement **A.6.** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
- (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- g. **Vandalism**
Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.
 - h. **Voluntary Parting Of Title To Or Possession Of Property**
Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.
4. Insuring Agreement **A.7.** does not cover:
- a. **Credit Card Transactions**
Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
 - b. **Funds Transfer Fraud**
Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".
 - c. **Inventory Shortages**
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.
5. Insuring Agreement **A.8.** does not cover:
- COMPUTER FRAUD**
- Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

The following Conditions apply in addition to the Common Policy Conditions:

1. Conditions Applicable To All Insuring Agreements**a. Additional Premises Or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

c. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

d. Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1., A.2. or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.

- (5) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plans

- (1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement A.1. or A.2.
- (2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
- (3) The Deductible Amount applicable to Insuring Agreement A.1. or A.2. does not apply to loss sustained by any Plan.

f. Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

g. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured or official of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you no later than 1 year from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an employee benefit plan, shall fully release us on account of such loss.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

j. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and

- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

(3) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this Condition E.1.j.:

EXAMPLE NO. 1:

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2:

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE NO. 3:

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B is \$250,000, under Policy C is \$600,000 and under Policy D is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

k. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:
 - (a) This insurance became effective at the time of cancellation of the prior insurance; and

- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".
- (2) In settling loss subject to this Condition:
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the cancelled insurance.
- (3) The insurance provided under this Condition is subject to the following:
 - (a) If loss covered under this Condition is also partially covered under Condition E.1.j., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E.1.j.
 - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:
 - (i) This insurance as of its effective date; or
 - (ii) The prior cancelled insurance had it remained in effect.

I. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

(1) Primary Insurance

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations; whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

(2) Excess Insurance

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

m. Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property:

- (1) That you own or lease; or
- (2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

n. Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

o. Recoveries

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

p. Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

q. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

r. Valuation - Settlement

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value.

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

- (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or
 - ii. The Limit of Insurance applicable to the "securities".
- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;
 - (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or
 - (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs r.(1)(c)(i) through r.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

 - i. Until the lost or damaged property is actually repaired or replaced; and
 - ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.

a. Indemnification

We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

b. Termination As To Any Employee

This Insuring Agreement terminates as to any "employee":

(1) As soon as:

(a) You; or

(b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.

a. Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.p. does not apply to Insuring Agreement A.3.

4. Conditions Applicable To Insuring Agreements A.5. And A.6.

a. Armored Motor Vehicle Companies

Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.

a. Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.p. does not apply to Insuring Agreement A.7.

F. Definitions

- 1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- 2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.

4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.

5. "Employee":

a. "Employee" means:

(1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
- (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

- (4) Any natural person who is:
- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s); and
 - (b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;
- (5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".
- b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5.a.
6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
7. "Fraudulent instruction" means:
- a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - b. A written instruction (other than those described in Insuring Agreement A.3.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
8. "Funds" means "money" and "securities".
9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".
10. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
11. "Occurrence" means:
- a. Under Insuring Agreement A.1.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
 - b. Under Insuring Agreement A.2.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by each "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
 - c. Under Insuring Agreement A.3.:
 - (1) An individual act;
 - (2) The combined total of all separate acts whether or not related; or
 - (3) A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.
 - d. Under All Other Insuring Agreements:
 - (1) An individual act or event;
 - (2) The combined total of all separate acts or events whether or not related; or
 - (3) A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.j. or E.1.k.

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.
13. "Premises" means the interior of that portion of any building you occupy in conducting your business.
14. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- Caused or threatened to cause that person bodily harm; or
 - Committed an obviously unlawful act witnessed by that person.
15. "Safe burglary" means the unlawful taking of:
- Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - A safe or vault from inside the "premises".
16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money".
17. "Theft" means the unlawful taking of property to the deprivation of the Insured.
18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - By means of written instructions (other than those described in Insuring Agreement A.3.) establishing the conditions under which such transfers are to be initiated by such financial institutions through an electronic funds transfer system.
19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

**GOVERNMENT CRIME COVERAGE FORM AMENDMENT
(Loss Sustained Form)
CR 00 25 05 06**

It is noted and agreed that Exclusion D.2.d. is amended to include finance officers or finance directors by whatever name known.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

The definition of "employee" is amended to include any noncompensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fundraising campaigns.

POLICY NUMBER: 0710-P22

CRIME AND FIDELITY
CR 25 19 05 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE
FOR GOVERNMENT EMPLOYEES**

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreements designated below:

SCHEDULE

Insuring Agreement	Limit Of Insurance
Employee Theft - Per Loss Coverage	\$ 500,000
Employee Theft - Per Employee Coverage	\$ N/A
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. The following is added to the Employee Theft Insuring Agreement designated above:
We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.
2. The following exclusions are added to Section D.2. Exclusions:
 - a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
 - b. Damages for which you are legally liable as a result of:
 - (1) The deprivation or violation of the civil rights of any person by an "employee"; or
 - (2) The tortious conduct of an "employee", except the conversion of property of other parties held by you in any capacity.
3. The **Indemnification Condition** is replaced by the following:
We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.
4. Part (l) of the **Termination As To Any Employee Condition** is replaced by the following:
 - (1) As soon as:
 - (a) You; or
 - (b) Any official or employee authorized to manage, govern or control your "employees" learn of any act committed by the "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of the Employee Theft Insuring Agreement, as amended by this endorsement.

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**FLORIDA MUNICIPAL INSURANCE TRUST
GENERAL/PROFESSIONAL LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER
Enterprise Community Development District

Agreement No.: FMIT #0710

II. GOVERNMENT DESCRIPTION
District

III. COVERAGE PERIOD
From October 1, 2022 to October 1, 2023 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. General/Professional Liability		\$0	\$5,000,000	\$18,304
Acres:	1,552			
1. General Liability				
a. Broad Form Property Damage		\$0	Per Form	Included
b. Extra Contractual Legal Expense		N/A	Per Form	Included
c. Fire Legal Liability		\$0	Per Form	Included
d. Medical Attendants'/Medical Directors' Malpractice Liability		\$0	\$5,000,000	Included
2. Errors and Omissions Liability		\$0	\$5,000,000	Included
a. Employment Practices Liability		\$0	\$5,000,000	Included
b. Employee Benefits Program Administration Liability		\$0	\$5,000,000	Included

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

**Normal
Premium
\$18,304**

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT GENERAL/PROFESSIONAL LIABILITY COVERAGES
October 1, 2022 - October 1, 2023 Scheduled Coverage Forms List

FMIT #0710

Schedule A

<u>Form #</u>	<u>Description</u>
FMIT COND 1019	Conditions of Coverage
FMIT CA 1021	Coverage Agreement
FMIT BFPD 1022	Broad Form Property Damage Endorsement
FMIT ECLE 1021	Extra Contractual Legal Expense Endorsement
FMIT FLL 1012	Fire Legal Liability Endorsement
FMIT MA 1018	Medical Attendants' / Medical Directors' Malpractice Liability Endorsement
FMIT EO 1022	Errors and Omissions Liability Endorsement
FMIT EBL 1019	Employee Benefit Program Admin. Errors and Omissions Liability
FMIT IC BH A 1021	Inverse Condemnation and Bert J. Harris Jr. Private Property Rights Protection Act
FMIT SE GL 1021	Specific Excess Endorsement - General Liability
FMIT CIE 1011	Crisis Intervention Expense Endorsement
FMIT SBU 1021	Sewerline Backup and Initial Cleanup Expense

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY**BROAD FORM PROPERTY DAMAGE ENDORSEMENT****I. COVERAGE**

The Coverage Agreement is amended to include the following additional coverage:

Coverage is provided for Property Damage to property owned by a person or entity other than the Designated Member, if any one of the following also applies to such property:

- A. Damaged while occupied by, used by, or rented to the Member;
- C. Damaged while the Member is exercising direct physical control of the property, while loaned to the Member or otherwise in the care, custody and control of the Member; or
- D. Damaged due to work performed upon it by the employees of the Designated Member, or damaged as a result of materials, parts or equipment furnished by the Designated Member for such work performed.

II. EXCLUSIONS

Exclusion M of the Coverage Agreement is amended to provide as follows:

- M. to property damage to property owned or occupied by, leased or rented to, a Member; however, for purposes of this endorsement, this exclusion shall not apply to any property owned by a person or entity other than the Designated Member;

III. LIMIT OF LIABILITY

Regardless of the number of Claims, Suits or property items involved, the most the Trust will pay for loss under this coverage is \$500,000 in aggregate per Trust coverage year.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

LEGAL FEE REIMBURSEMENT

I. Coverage

The **Coverage Agreement** is amended to include the following additional coverage:

The Trust will reimburse the Designated Member for the Legal Fees it paid an Attorney, up to a maximum of one hundred thousand dollars (\$100,000) per Covered Action, as defined herein, subject to an aggregate limit of one hundred thousand dollars (\$100,000) per Trust coverage year, and further subject to the following conditions:

- A. Coverage is available only after such Legal Fees are incurred by the Designated Member's Public Officer(s) and paid by the Designated Member for legal representation in a Covered Action;
- B. The Public Officer's conduct that gave rise to the Covered Action occurred while he or she was lawfully acting in his or her Official Capacity;
- C. The Designated Member promptly provides the Trust such documentation as is reasonably requested to substantiate the Legal Fees were incurred by the Public Officer and paid by the Designated Member;
- D. Coverage excludes reimbursement for any fines or penalties against the Public Officer resulting from a Covered Action. Additionally, the Trust will not reimburse the Legal Fees if the Public Officer is found to have breached the public trust, is otherwise found to have committed the violations alleged in the Covered Action or voluntarily enters a negotiated settlement with the governing administrative tribunal under which the Public Officer is sanctioned in any form for wrongdoing in an Administrative Proceeding Covered Action; and
- E. Coverage is subject to the Exclusions section of the Coverage Agreement as amended below in Section III of this endorsement.

II. Definitions

The **Definitions Section** of the Agreement is amended to include the following additional definitions which shall apply exclusively to this endorsement:

- A. "Attorney" means a person admitted by the Supreme Court of Florida to practice law in Florida and who is a Member in good standing of The Florida Bar. "Attorney" excludes the City Attorney or any other in-house or contract attorney used ordinarily by the Designated Member as general counsel to its operations.
- B. "Covered Action" means:
 - 1. Administrative Proceeding Covered Action based upon alleged wrongdoing of the Public Officer(s) including the following: an administrative proceeding before the Florida Public Employees Relation Commission, the State of Florida Commission on Human Relations, the Federal Equal Employment Opportunity Commission, including matters that allege wrongdoing by the Designated Member as an employer; any Ethics Proceeding before the State of Florida Commission on Ethics or an ethics proceeding before any local ethics commission created by charter or ordinance which has jurisdiction over the alleged misconduct, including related appeals arising from any underlying administrative proceeding described herein; or

2. Non-Monetary Civil Court Covered Actions initiated by a third party in which the Designated Member is a named defendant and the form of relief or redress sought is an injunction or declaratory judgment.

- C. "Ethics Proceeding" means any proceeding designed to dispose of an ethics complaint initiated in the State of Florida Commission on Ethics or initiated in any local ethics commission created by charter or ordinance, alleging a Public Officer or group of Public Officers committed a breach of public trust, but excluding any portion of such proceeding prior to the issuance of an initial Determination of Investigative Jurisdiction and Order to Investigate by the Florida Commission on Ethics or the equivalent thereof by a local ethics commission.
- D. "Legal Fees" means the reasonable and related fees and costs charged to a Public Officer for representation in a Covered Action by an Attorney engaged in the practice of law.
- E. "Official Capacity" means the capacity of a Public Officer while lawfully acting for or on behalf of the Designated Member, or while lawfully acting in aid of the duties or functions which come within the scope of the Public Officer's office or governmental employment.
- F. "Public Officer" means any officer or employee of the Designated Member that satisfies the definition of "local officer" under §112.3145(1)(a), Florida Statutes, including but not limited to: anyone elected to any political subdivision of Florida or appointed to fill an elected office vacancy; any appointed Member of any boards, councils, commissions, authorities, or other bodies of any county, municipal, school district, independent special district or other political subdivision of Florida; Members of expressway and transportation authority boards; code enforcement boards; boards with power to create or modify land planning or zoning requirements within a political subdivision (excluding citizen advisory committees, technical coordinating committees, and such other planning and zoning groups who only have the power to make recommendations to planning or zoning boards); pension boards; any local board that has a self-imposed requirement to file full or limited public disclosure of financial interests; a mayor; a city manager or other chief administrative officer of a city, officers and officials of companies that contractually serve as chief city administrators of a city; a city attorney; a chief building inspector; an environmental or pollution control director; an administrator with power to grant or deny a land development permit; a city clerk; and a purchasing agent with authority to make purchases in excess of \$20,000.

III. **Exclusions**

For purposes of the specified limit of coverage provided by this endorsement and related terms and conditions applicable to such coverage, the Exclusions section of the Coverage Agreement applies in all respects, except to the extent amended hereafter:

1. Exclusion DD. is deleted and replaced as follows:

DD. This coverage is excluded for any Claim or Suit seeking relief or redress in any form other than money Damages and any costs, fees, expenses or attorneys' fees relating to such Claims or Suits, except this exclusion shall not apply to the extent of limited Legal Fee reimbursement coverage for Non-Monetary Civil Court Actions as provided under all terms of this endorsement.

Notwithstanding the foregoing exception permitting coverage for limited Legal Fee reimbursement arising from Non-Monetary Civil Court Actions,

coverage is nonetheless still excluded for all costs, fees, expenses, attorneys' fees, Claims or Suits, based upon or involving allegations:

- i. seeking to enforce or invalidate Incidental Contracts, Interlocal Agreements or any other agreement(s) between the Member and others;
 - ii. seeking to enforce, invalidate or appeal any permit decision rendered on the basis of zoning, land development and/or building code regulations as the only claim or remedy pursued in a Suit and no other covered Claims for Damages; or
 - iii. based on violations of federal, state or local procurement or bidding laws or requirements or based on election results, disputes or challenges.
2. Coverage under this endorsement is excluded where the Trust reasonably determines, in its sole discretion, coverage for the Covered Action arises under a different section of the Coverage Agreement.
 3. Coverage is excluded for any Covered Action occurring outside the effective dates of this endorsement.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY**FIRE LEGAL LIABILITY ENDORSEMENT****FIRE LEGAL LIABILITY – REAL PROPERTY**

The Trust will pay for property damage to buildings, or parts thereof, which you rent from another, or which are loaned to you, if the property damage is caused by fire for which you are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to property damage do not apply to this coverage. However, the Trust does not cover:

1. liability arising under any contract or agreement to indemnify any person or organization for damage by fire to the premises; or
2. liability arising out of property damage:
 - a. which is expected by, directed by, or intended by the insured; or
 - b. that is the result of intentional or malicious acts of the insured.
3. the limit of property damage liability as respects this Fire Legal Liability Coverage – Real Property is \$500,000 each occurrence unless otherwise stated in the schedule of this endorsement.
4. The Fire Legal Liability Coverage – Real Property shall be excess over any valid and collectible property insurance (including any deductible portion thereof), available to the Member, such as, but not limit to, Fire, Extended Coverage, Builders' Risk Coverage or Installation Risk Coverage, and the "Other Insurance" Condition of the Agreement is amended accordingly.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

MEDICAL ATTENDANTS/MEDICAL DIRECTORS MALPRACTICE LIABILITY ENDORSEMENT

I. COVERAGE

The **Coverage Agreement** is amended to include the following additional coverage:

It is agreed that the Trust will pay on behalf of the Member all sums which the Member becomes legally obligated to pay as damages because of injury to any person arising out of the rendering or failure to render, during the period of this Agreement, professional services by one of the Designated Member's emergency medical technicians or paramedics (collectively, "Medical Attendants) or Medical Director designated pursuant to Section 401.265, Florida Statutes.

II. EXCLUSIONS

A. For purposes of this Endorsement, **Exclusion T** shall not apply to Medical Directors and/or Medical Attendants, as provided above.

B. This coverage does not apply to:

1. Any dishonest, fraudulent, criminal or malicious act or omissions of the Member, any partner or employee, any intentional misconduct or intentional act;
2. Liability of the Designated Member as an employer of others or as the proprietor, superintendent or executive officer of any hospital, sanitarium, clinic with bed and board facilities, or other business enterprise;
3. To professional services rendered by physicians and/or nurses; however, this exclusion does not apply to a Medical Director designated pursuant to Section 401.265, Florida Statutes, when said Director is acting within the scope and in furtherance of the duties of the Medical Director as outlined in Section 401.265, Florida Statutes.
4. To any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, Products Liability and Completed Operations Hazard arising directly or indirectly out of
 - a. Any actual or alleged failure, malfunction or inadequacy due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond by:
 - (1) Any of the following, whether belonging to any insured or to others: (a) Computer application software; (b) Computer networks; (c) Microprocessors (computer chips) not part of any computer system; (d) Computer operating systems and related software; (e) Computer hardware, including microprocessors; or (f) Any other computerized or electronic equipment or components; or
 - (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in the preceding paragraph.
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph a. above.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

**PUBLIC OFFICIALS ERRORS AND OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY
ENDORSEMENT**

It is agreed the Designated Member's coverage provided by Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

This endorsement issued by the Trust extends and modifies the provisions of the Agreement relating to coverage for Public Officials Errors and Omissions liability and Employment Practices Liability and it is agreed that as of the effective date hereof, the Coverage Agreement is amended in the following particulars:

I. COVERAGE

The COVERAGE Section of the Coverage Agreement is amended to provide the Trust will pay all sums which a Member becomes legally obligated to pay as Damages because of:

Errors and Omissions
Employment Practices Liability or
Civil Rights Liability

Claims if caused by an Occurrence which takes place during the coverage period of this Coverage Agreement.

For purposes of this endorsement, Employment Practices Liability coverage includes defense and settlement of Claims arising before the State of Florida Commission on Human Relations or the Federal Equal Employment Opportunity Commission. Further, this endorsement shall be the sole source of Employment Practices Liability coverage owed by the Trust in the event any Claim, Suit or Occurrence includes allegations that trigger simultaneous coverage under this endorsement and any other Coverage Agreement provision, the parties' intent being to avoid coverage that duplicates or exceeds the coverage provided herein.

II. DEFINITIONS

The DEFINITIONS Section of the Coverage Agreement is amended to include the following additional definitions which shall apply exclusively to this endorsement.

A. Member, for purposes of coverage under this endorsement shall not include any of the following individuals, boards, commissions, authorities, units or administrative departments or agencies of:

1. Schools
2. Airports
3. Hospitals

- B. Official Capacity means the capacity of a Member while lawfully acting for or on behalf of the Designated Member, or while lawfully acting in aid of the duties or functions which come within the scope of the Member's employment by the Designated Member.
- C. Civil Rights Liability means a Claim or Suit seeking Damages for alleged violation of individual civil rights pursuant to one or more of the following federal statutes:
 - United States Code, Title 42, Section 1982
 - United States Code, Title 42, Section 1983
 - United States Code, Title 42, Section 1985
 - United States Code, Title 42, Section 1986
 - United States Code, Title 42, Section 12112 (ADA)
 - United States Code, Title 29, Section 2601, et. seq. (FMLA)
 - Civil Rights Act of 1991

III. EXCLUSIONS

The EXCLUSIONS Section of the Coverage Agreement is amended as follows for this endorsement:

- A. Exclusion L of the Coverage Agreement is amended to read:
 - L. to bodily injury to any employee of the Designated Member arising out of and in the course of employment by the Designated Member or to any obligation of a Member to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the Designated Member under an Incidental Contract.
- B. Exclusion BB of the Coverage Agreement is deleted.
- C. The following additional exclusions are included for purposes of this endorsement:

This endorsement does not cover any Claim, Suit or liability arising out of the following:

 - 1. based upon or attributable to any Member gaining any profit or advantage to which such Member was not legally entitled, including any remuneration paid in violation of law as determined by the courts;
 - 2. brought about or contributed to by any alleged criminal, fraudulent, malicious or dishonest acts by any Member.
 - 3. any (a) liability arising out of estimates of probable costs or cost estimates being exceeded, faulty preparation of bid specifications or plans, or (b) injury to, destruction or disappearance of, any tangible property (including money) or the loss of use thereof;
 - 4. any Claim or Suit seeking relief or redress in any form other than money Damages and any costs, fees, expenses or attorneys' fees relating to such claims;

5. any obligation for which a Member becomes obligated to pay future wages as a result of any alleged wrongful Employment Practices Liability or Employee Benefit Program liability.
6. any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, Products Liability and Completed Operations Hazard arising directly or indirectly out of:
 - a. any actual or alleged failure, malfunction or inadequacy due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond by:
 - (1) any of the following, whether belonging to any Member or to others: (a) Computer application software; (b) Computer networks; (c) Microprocessors (computer chips) not part of any computer system; (d) Computer operating systems and related software; (e) Computer hardware, including microprocessors; or (f) Any other computerized or electronic equipment or components; or
 - (2) any other products, services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in the preceding paragraph.
 - b. any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph a. above.
7. any liability for fines, punitive or exemplary damages; or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;
8. any Claim requesting return or reimbursement of a special assessment, tax, service charge, fine or fee or any other payment or overpayment to the Designated Member or Member;
9. Any Claim, Suit or liability: arising from the management or funding of any individual or group pension plan or pension fund or any individual or group retirement savings plan or retirement savings account, whether or not administered by the Member; or arising from any amount or loss paid, payable or owed to a participant, a participant account, a participant's beneficiary or any other person or entity; arising from any loss for which fiduciary liability is alleged or imposed against the Member, whether based on the Employee Retirement Income Security Act of 1974, as amended, or any similar state, federal or local law; arising from Employee Benefit Program Administration Errors and Omissions; or arising from any failure to properly procure any insurance coverage, type or amount.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

**EMPLOYEE BENEFIT PROGRAM ADMINISTRATION ERRORS AND OMISSIONS
LIABILITY ENDORSEMENT**

It is agreed the Designated Member's coverage provided by Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

The endorsement issued by the Trust extends and modifies the provision of the Agreement relating to coverage for Employee Benefit Program Errors and Omissions as set forth below and it is agreed that as of the effective date hereof, the Coverage Agreement is amended in the following particulars:

I. COVERAGE

The COVERAGE Section of the Coverage Agreement is amended to provide the Trust will pay all sums which a Member becomes legally obligated to pay as Damages because of:

Employee Benefit Program Administration Errors and Omissions

Claims to which this Coverage Agreement applies if caused by an Occurrence which takes place during the coverage period of this Coverage Agreement.

II. DEFINITIONS

The DEFINITIONS Section of the Coverage Agreement is amended to include the following additional definitions which shall apply exclusively to this endorsement:

- A. Member, as used in this endorsement, means only the Designated Member and individuals serving on its boards or commissions for the purpose of administering any "Employee Benefit Program," acting within the scope of their authority by or on behalf of the Designated Member, except as excluded herein.
- B. Employee Benefit Program Administration Errors and Omissions, as used in this endorsement, means any error or omission, misstatement, neglect or breach of duty by the Member while lawfully acting in their official capacity or scope of employment and in the course of administering the Employee Benefit Program, for which a Claim alleging Member liability for Damages is made based on any of the following acts:
 - 1. Giving counsel to employees, dependents and beneficiaries with respect to any "Employee Benefit Programs";
 - 2. Interpreting any "Employee Benefit Program";
 - 3. Handling of records in connection with any "Employee Benefit Program"; or
 - 4. Effecting enrollment, termination or cancellation of employees under the "Employee Benefit Program,"

provided all such acts are authorized by the "Designated Member."

III. EXCLUSIONS

The EXCLUSIONS Section of the Coverage Agreement is amended as follows for this endorsement:

- A. Exclusion **GG** is deleted.
- B. The following additional exclusions are included for purposes of this endorsement:

This endorsement does not apply to Claims or liability arising out of the following:

1. As a result of dishonest, intentionally fraudulent, criminal or malicious acts or omissions of any Member, however, this exclusion shall not apply to any Member who did not:
 - a) Personally participate in committing any such act or omission; or
 - b) Remain passive after having personal knowledge of any such act or omission.
2. As a result of a violation of any Workers' Compensation, Unemployment Insurance, Social Security or Disability Benefits law or administrative interpretation of such laws.
3. As a result of the failure to provide benefits because said benefits are not properly funded.
4. As a result of advice given to any employee to participate or not to participate in any Stock Subscription, Individual Retirement Account, or Salary Reduction Plan.
5. As a result of the investment or non-investment of employee benefit funds.
6. As a result of the failure of any investment to perform as predicted or expected by a Member.
7. As a result of the termination or failure of any Employee Benefit Program or plan.
8. As a result of fines, taxes or penalties imposed by law or other matters for which coverage may not be available under law.
9. Any Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Advertising Injury Liability, Products Liability and Completed Operations Hazard arising directly or indirectly out of
 - a. Any actual or alleged failure, malfunction or inadequacy due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond by:
 - (1) any of the following, whether belonging to any Member or to others: (a) Computer application software; (b) Computer networks; (c) Microprocessors (computer chips) not part of any computer system; (d) Computer operating systems and related software; (e) Computer hardware, including microprocessors; or (f) Any other computerized or electronic equipment or components; or
 - (2) any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in the preceding paragraph.
 - b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph a. above.
10. Any activity, act or omission of a third-party administrator, a firm or person, other than an employee of the Designated Member, who administers the Designated Member's Employee Benefit Program.

11. Any Claim for benefits that are lawfully paid or payable to a claimant from funds accrued or available within the Employee Benefit Program or from other collectible insurance, notwithstanding the Member's act, error or omission in administering the Employee Benefit Program which precluded the claimant from receiving such benefits.
12. Any Claim that results from not having adequate insurance or bonds to protect the assets of an "Employee Benefit Program".
13. Based upon changes in the ultimate cost or level of any benefit program available to any employee of the Designated Member or changes made to any benefit program resulting from efforts of the Designated Member to comply with any tax laws or other laws which result in changes to the benefits available to any Employee of the Designated Member.
14. Any Claim, Suit or liability for: Bodily Injury, Property Damage, Personal Injury; Advertising Injury; Employment Practices Liability, Civil Rights Liability; or Law Enforcement Liability.
15. Any Claim, Suit or liability arising from the management or funding of any individual or group pension plan or pension fund or any individual or group retirement savings plan or retirement savings account, whether or not administered by the Member, including, but not limited to, any amount or loss paid, payable or owed to a participant, a participant account, a participant's beneficiary or any other person or entity, or any loss for which fiduciary liability is alleged or imposed against the Member, whether based on the Employee Retirement Income Security Act of 1974, as now or hereafter amended or any similar state, federal or local laws.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

INVERSE CONDEMNATION and BERT J. HARRIS JR. PRIVATE PROPERTY RIGHTS PROTECTION ACT

I. The Coverage Agreement is amended as follows:

A. Exclusion S shall not apply to the following extent:

Any liability arising from a Claim or Suit alleging inverse condemnation by the Designated Member and/or alleging a cause of action under §§70.001 or 70.45 Florida Statutes, of the Bert J. Harris, Jr. Private Property Rights Protection Act, as may be amended from time to time.

B. Inverse Condemnation and Bert J. Harris Jr. Private Property Rights Act Sub-limit:

Regardless of the number of Occurrences, Claims or Suits, the Trust's total limit of liability for all Occurrences, Claims or Suits alleging a cause of action for inverse condemnation and/or the Bert J. Harris, Jr., Private Property Rights Protection Act shall be \$300,000 per Claim, subject to an aggregate limit of \$300,000 per Trust coverage year. Each Occurrence is subject to a deductible of \$5,000 per Occurrence or the deductible or self-insured retention amount described on the Designated Member's Declarations Page, whichever is greater.

The expenses incurred by the Trust to investigate, settle or defend any Claim or Suit covered under this endorsement shall reduce the applicable Limit of Liability provided above.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY**SPECIFIC EXCESS ENDORSEMENT - GENERAL LIABILITY**

This endorsement, when issued by the Florida Municipal Insurance Trust, does not in any way modify the provisions of the Coverage Agreement. It does extend the monetary limits of liability, as stated in the Limits of Liability in the Declarations, as set forth below:

It is agreed that the specific limits of liability are \$ 5,000,000 (combined single limit) per Occurrence, for liability resulting from passage of a legislative claims bill and pursuant to Section 768.28(5), Florida Statutes, or liability imposed pursuant to Federal Law, or to any liability resulting from actions taken outside of the State of Florida where it is determined by a court of competent jurisdiction that the liability limitations contained in Section 768.28(5), Florida Statutes, are inapplicable, if such liability is covered by the Agreement. The limits provided herein are inclusive of the \$200,000 each person and \$300,000 each occurrence liability limitations contained in Section 768.28 (5), Florida Statutes, but in no way exceed \$ 5,000,000 (combined single limit) per Occurrence.

Exclusion Y is amended as follows:

To any damages imposed by an act of the legislature, except for claims bills passed by the legislature pursuant to Section 768.28(5), Florida Statutes, against a Member, for damages covered under the terms of this Agreement.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY**CRISIS INTERVENTION EXPENSE ENDORSEMENT**

Subject to an annual aggregate limit of \$25,000, the Trust will reimburse incurred expenses for the following crisis intervention services for a Member when a Crisis occurs:

- (1) On-site Crisis and grief counseling for employees or officials of Member who have undergone a Personal Crisis for a period of one (1) week after the Crisis occurs.
- (2) 24-hours a day, 7-days a week Crisis hotline for a period of up to three (3) months after the Crisis occurs.
- (3) Crisis follow-up and relapse prevention services for those employees or officials of Member on an as needed basis by a licensed professional for a period of up to three (3) months after the Crisis occurs.
- (4) A public relations specialist to assist in handling Crisis related external communications with electronic, print, television and/or radio media for up to thirty (30) days after the Crisis occurs.

For purposes of this endorsement only:

Crisis occurs when an event resulting in loss of life or serious injury to others causes Member employees or officials to suffer a Personal Crisis. The event causing the Personal Crisis must arise during the discharge of duties by the employee or official on behalf of Member.

Personal Crisis means an acute response to an event wherein homeostasis is disrupted, and one's usual coping mechanisms have failed, and there is evidence of significant stress or functional impairment as diagnosed by a licensed physician.

The coverage provided by this endorsement shall be secondary to a Member's employee assistance program or other employee benefit plan that provides crisis intervention or recovery services.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

SEWERLINE BACKUP INITIAL CLEANUP EXPENSE

It is agreed the Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

I. COVERAGE

The Trust will reimburse the costs of initial water extraction, drying and/or cleanup if sewage and/or wastewater backup occurs ("Backup Occurrence") within a residential or commercial property owned by a third-party ("Affected Property"), subject to the following coverage conditions:

1. The Trust determines the relevant sewer line is owned, operated and/or maintained by the Designated Member and the Backup Occurrence arose from a sewer line obstruction or other malfunction outside of the Affected Property's lateral sewer line and boundary lines;
2. The property affected by the sewerline Backup Occurrence is not owned by the Designated Member;
3. Payment hereunder is limited to reimbursement of the Designated Member; however, the Trust may directly pay the selected cleanup services provider if the provider has not yet been paid for services covered by this endorsement;
4. The coverage provided hereunder is limited to payment for the reasonably incurred costs of initial water extraction, drying and/or cleanup following a Backup Occurrence and other reasonable and related expenses as determined by the Trust; and
5. The coverage provided hereunder is not subject to any deductible or self-insured retention.

II. LIMIT

This coverage is limited to \$10,000.00 per Affected Property, subject to a maximum of \$200,000.00 in the aggregate per Trust coverage year.

III. EXCLUSIONS

The Exclusions Section of the Coverage Agreement shall continue to apply to this coverage in addition to the following endorsement-specific exclusions:

1. Any Claim, Suit or liability based any Backup Occurrence arising from, or in conjunction with, any of the following:
 - a. Flood, meaning a rising and overflowing of a body of water onto normally dry land; or the unusual and rapid accumulation or runoff of surface waters from any source, including water which backs up through sewers or drains as a result of any of the foregoing; or
 - b. Named Storm, meaning a named windstorm weather condition that is officially declared by the National Hurricane Center of the National Weather Service to be a Tropical Storm or Hurricane.

**FLORIDA MUNICIPAL INSURANCE TRUST
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER: **Agreement No.:** FMIT #0710
Enterprise Community Development District

II. GOVERNMENT DESCRIPTION
District

III. COVERAGE PERIOD
From 10/01/2022 to 10/01/2023 12:01 A.M. Standard Time at the address of the Designated Member

- IV. A.** Workers Compensation Insurance: Part One of the Agreement applies to the Workers Compensation Law of the state of Florida:
- B.** Employers Liability Insurance: Part Two of the Agreement applies to work in each state listed in item IV.A. The limits of our liability under Part Two are:
- Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- C.** Other States Insurance: if any
- D.** This Agreement includes these endorsements and schedules : See Schedule D

V. ESTIMATED ANNUAL PREMIUM
Florida Municipal Insurance Trust (FMIT)

Normal Premium	Expense Constant	Net Premium
\$50	\$160	\$210

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGES

October 1, 2022 - October 1, 2023 Scheduled Coverage Forms List

Enterprise Community Development District, FMIT #0710

Schedule D

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT WC EL 1015	Coverage Agreement - Workers Compensation and Employers Liability
FMIT WC EMF 1016	Experience Rating Modification Factor Endorsement
WC 00 00 01A 1002	Workers Compensation Schedule
WC 09 04 03 C 0121	Florida Terrorism Risk Insurance Extension Act Endorsement
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement

**FLORIDA MUNICIPAL INSURANCE TRUST
COVERAGE AGREEMENT
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

- I. In consideration of the payment of the contributions and the covenants and agreements set forth in the COVERAGE AGREEMENTS, in reliance upon the statements of the APPLICATION, the DECLARATIONS, and all terms, conditions, limits and other provisions of the COVERAGE AGREEMENT, the Trust agrees with the Member as to the following:

LIMITS OF LIABILITY

Regardless of the number of (1) Members under this Agreement, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of bodily injury, property damage or personal injury, the liability of the Trust is limited as follows:

The total liability of the Trust applicable to "each person" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, attorneys fees, and prejudgment or post-judgment interest, sustained by one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto.

The total liability of the Trust applicable to "each occurrence" under all coverages and endorsements for all damages, including but not limited to damage awards for derivative claims, taxable costs, attorneys fees, and prejudgment or post-judgment interest, sustained by more than one person or organization as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations and endorsements thereto.

For the purpose of determining the limit of the Trust's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

DEFENSE AND SETTLEMENT

In addition to the limits of liability the Trust will settle or defend at its own expense, as it considers appropriate, any claim or suit demanding money damages covered by this Agreement. The Trust will defend any suit against a Member which alleges a claim for money damages covered by this Agreement even if such suit is groundless, false or fraudulent. However, the Trust has no duty to defend a Member in any action which on its face alleges facts excluded or not covered by this Agreement.

In the event a suit or other action contains allegations which allege damages which the Trust has a duty to defend and other allegations which allege damages or other relief that the Trust does not have a duty to defend, the Trust will defend all allegations subject to the terms, conditions, limits of liability and exclusions of the Agreement; however, undertaking such defense shall not obligate the Trust to pay any judgments, settlements or awards which a Member becomes legally obligated to pay for allegations to which coverage does not apply. The Trust's duty to defend ends when applicable Limits of Insurance have been exhausted.

DEFINITIONS

Designated Member, means the entity, organization or constitutional officer named in Item I. of the Declarations of this Agreement; Designated Member does not include employees or agents of that entity or organization.

Member, as used herein means:

1. the Designated Member;
2. while acting within the scope of his employment, any officer, volunteer, servant, or employee of the Designated Member, including elected and appointed officials, and members of Boards or Commissions.

II. **COVERAGE A - WORKERS COMPENSATION**

- A. The Member and the Trust agree that the Trust will pay any sum a Member becomes legally obligated to pay under the workers compensation laws of the state of Florida, including Employers liability as discussed within Coverage B attached hereto for accidents which occur during the period of this Agreement; and the Trust further agrees to pay all administration assessments as may be required in accordance with Florida Law;
- B. The Trust is to defend in the name of and on behalf of the Members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the Florida Workers Compensation Law or on the basis of Employers liability, including suits or other proceedings alleging such injuries and demanding damages or compensation therefore, although such suits, other proceedings, allegations or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed against Members in any legal proceeding defended by the Members, all interest accruing after entry of judgment and all expenses incurred for investigation, negotiation or defense;
- C. Liability of the Trust to the employees of any employer is specifically limited to such obligations as are imposed by the Florida law against the employer for workers compensation and/or employers liability as provided in Coverage B. The Trust's liability is further limited to only the obligations it assumes under this Agreement;
- D. The Member agrees the Trust shall not be liable for any additional compensation imposed by Section 440.54, and Section 440.15 (11), Florida Statutes; and
- E. The Member agrees that the Board is authorized to set aside from the contributions and monies collected a reasonable sum for the operating or administrative expenses of the Trust. All remaining funds collected during any one fiscal year of the Trust shall be set aside and shall be used only for the following purposes: payment of a fee for the administrator and claims agent for said Trust; payment for claims, expenses, payments of compensation to employees covered by this contract, including but not limited to settlements, awards, judgements, legal fees, and costs in contested cases; payment of administrative and other assessments as required by Florida law; payment of cost of all bonds; actuarial, and auditing expenses required of the Trust or its agency or employees under Florida law; or other reasonable operating costs or expenses necessary for the administration of the Trust.

- F. Other States Coverage: The Trust will reimburse the Member for the benefits required by the Workers Compensation law of that state. If the Member has worked on the effective date of this Agreement in any state other than Florida, coverage will not be afforded for that state unless the Trust is notified within thirty (30) days.
- G. This agreement requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensation laws except to the extent prohibited or limited under federal law. By entering into this agreement, you consent to the release of the information. We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the agreement.

III. COVERAGE B - EMPLOYERS LIABILITY AGREEMENT

- A. The Member and Trust agree the following definitions apply to the Employers Liability Agreement unless modified or excluded:
 - 1. "Bodily Injury" means bodily injury, disability, disfiguration, sickness or disease or death resulting there from sustained by any person, and any loss, injury or damages sustained by any other person because of bodily injury, which occurs during the period of this Agreement;
 - 2. "Designated Member" means the entity or organization named in this application. Designated Member does not include employees or agents of the entity or organization; and
 - 3. The term "Member" as used in this part means:
 - (a) The Designated Member;
 - (b) While acting within the scope of his employment, any officer, employee, or volunteer of the Designated Member;
 - 4. "Occurrence", means an event or accident, including continuous or repeated exposure to conditions which result in bodily injury, property damage or personal injury and not arising from any form of intentional misconduct.
- B. The Member and the Trust agree the Trust will pay all sums which a Member becomes legally obligated to pay as damages because of bodily injury to an employee of the Designated Member arising out of and in the course of the injured employee's employment by the Designated Member, provided said bodily injury is covered by this Employers Liability Agreement;
- C. The Member and the Trust agree the Trust will pay damages only to the extent where recovery is permitted by Chapter 440.11, Florida Statutes, and Section 768.28, Florida Statutes, including damages:
 - 1. For which a Member becomes liable to a third party by reason of claim or suit against the Member by the third party to recover the damages claimed against the Member as result of injury to an employee of the Designated Member;
 - 2. For care of loss and loss of services; and

3. For consequential bodily injury to spouse, child, parent, brother, or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by the Member;
- D. In addition to the limits of liability the Trust will settle or defend at its own expense, as it considers appropriate, any claim or suit demanding money damages covered by this Agreement. However, the Trust has no duty to defend a Member in any action, which on its face alleges facts excluded or not covered by this Agreement;
- E. The Member and the Trust agree regardless of the number of (1) Members under this Agreement, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of bodily injury or property damage or personal injury, the liability of the Trust is limited as follows:
1. The total liability of the Trust under all coverages and endorsements for all damages, including, but not limited to, damages for derivative claims, or taxable costs, attorneys fees, and prejudgment interest or post-judgment interest, sustained by one person or organization as the result of any one occurrence shall not exceed \$1,000,000 bodily injury by accident per accident, \$1,000,000 bodily injury by disease per disease, and \$1,000,000 bodily injury by disease aggregate limits;
 2. The total aggregate liability of the Trust under all coverages for all damages, including, but not limited to damages for derivative claims, or taxable costs, attorneys' fees, and prejudgment interest or post-judgment interest sustained by more than one person or organization as the result of any one occurrence shall not exceed the limit of liability as stated herein as applicable to "each accident or disease;" and
 3. For the purpose of determining the limit of the Trust's liability, all damages arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence;
- F. The Member and the Trust agree that no liability is afforded by the Trust as follows:
1. To liability assumed by a Member under any contract or agreement;
 2. To any liability arising in whole, or in part out of:
 - (a) Any act or omission of a Member committed while acting outside the course and scope of his employment, or committed in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property;
 - (b) Any Member obtaining remuneration or financial gain to which the Member was not legally entitled;
 - (c) The willful violation of any federal, state or local law, ordinance or regulation committed by or with the knowledge or consent of any Member; or
 - (d) Malfeasance by any Member;

Except that any fact pertaining to any one Member shall not be imputed to any other Member for the purpose of determining the application of these exclusions;

3. To any liability or injury, sickness, disease, death, or destruction due to the rendering of or failure to render any professional service by any doctor, surgeon, dentist, nurse or agents or employee of a Designated Member;
4. To any liability for punitive or exemplary damages; or any non-compensatory damages or penalties imposed pursuant to any federal or state anti-trust, civil rights, anti-discrimination, or racketeer influence and corrupt organization (RICO) laws;
5. To any damages imposed by act of the Legislature;
6. To bodily injury or property damage for which the Member or his indemnitee may be held liable;
 - (a) As a person or organization engaged in the business or manufacturing, distributing, selling or serving alcoholic beverages, or
 - (b) If not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
 - i. By, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverages, or
 - ii. By reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person.
7. To any liability arising out of any actual or alleged sexual action, abuse, communicable disease or employment related claim, defined for purposes of this exclusion as:
 - (a) Sexual action includes, but is not limited to, any verbal or non-verbal communication, behavior or conduct with sexual connotations or purposes, whether for sexual gratification, discrimination, intimidation, coercion or other purpose, and regardless of whether such action is alleged to be intentional or negligent;
 - (b) Abuse shall include, but is not limited to, the negligent or intentional infliction of physical, emotional or psychological injury or harm to any person or persons in the care, custody, or control of any Member;
 - (c) Communicable disease includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS) and any venereal disease; and
 - (d) Employment related claim includes, but is not limited to, claims, accusations or charges of negligent or intentional hiring, placement, training or supervision arising from or related to actual

or alleged sexual action, or any other type of actual or alleged abuse, or a communicable disease;

8. To any liability for injury, loss or damage sustained by any person or entities as a result of exposure to asbestosis or any other disease including mesothelioma and cancer related to asbestos exposure;
9. Bodily injury which is intentionally caused or aggravated by the Member or Members. Coverage is also excluded for any claim alleging gross negligence. Further, cover is also excluded for claims in which it is alleged that the Designated Member or a fellow employee acted in such a manner that it was substantially certain that injury or death would result;
10. Bodily injury to any employee while employed in violation of the law or engaged in any conduct in violation of law with the actual knowledge of any of the executive officers of the Designated Member; and
11. To any obligation imposed by a workers compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.
12. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortuous conduct, such that you lose your immunity from civil liability under the workers compensation laws.

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ CAREFULLY

EXPERIENCE RATING MODIFICATION FACTOR ENDORSEMENT

WORKERS' COMPENSATION

It is agreed the Designated Member's coverage provided by the Coverage Agreement to which this endorsement is attached is amended by the following additional terms and conditions. Unless otherwise specified herein, all terms used in this endorsement shall have the meaning set forth in the Coverage Agreement. In the event of a conflict between any of the terms or conditions of the Coverage Agreement and this endorsement, this endorsement will control how coverage shall be applied. All references to "you" or "your(s)," shall mean the Designated Member, and all references to the "Trust," "we," or "our" shall refer to the Florida Municipal Insurance Trust.

The premium charge calculated for the Coverage Agreement will be adjusted by an experience rating modification factor ("Mod Factor"). If the Mod Factor was not available when the policy was issued, the Mod Factor included at the time of coverage proposal or Coverage Agreement inception, if any, was an estimate.

If a different Mod Factor is later determined to be proper for your workers' compensation coverage, we will apply the proper Mod Factor and any resulting premium change will become a required condition of your Coverage Agreement, applicable according to the following terms:

1. If the Mod Factor adjustment is an increase over the initial Mod Factor, it will apply as of the policy effective date and your premium will be calculated:
 - a. Retroactively to the effective date of the policy or to the anniversary rating date if the adjustment is within the first 90 days of the policy period or the anniversary rating date; or
 - b. On a pro rata basis if the adjustment is more than 90 days after the effective date of the policy or the anniversary rating date;
2. The Mod Factor adjustment will be retroactive to the effective date of the policy period when:
 - a. The change in experience modification is the result of a revision in your classifications; or
 - b. The delay in the calculation of the experience modification is due to your failure to make available all your records for examination and audit as provided in the Coverage Agreement; or
4. If the Mod Factor adjustment is a decrease from the initial Mod Factor, it will apply retroactively to the policy effective date or the anniversary rating date if different from the policy effective date and any resulting premium credit shall be applied accordingly.
5. The due date for any retrospective premium/contribution determined pursuant to this endorsement, any audit or otherwise shall be at the date and time specified in the billing notice issued by FMIT.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY EXTENSION OF INFORMATION PAGE ITEM 4. CONTINUED		Policy No.	FMIT #0710		
		Page No.	1		
CLASSIFICATION OF OPERATIONS	CODE NO.	Estimated Total Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premiums	
				Subject to Modification	All Other
FL-9 Intrastate I.D.: 0 LOC. 1 Employees: 2 NAICS: 925120 Total Payroll: 2,400 FL From 10/01/2022 To 10/01/2023					
CLERICAL OFFICE EMPLOYEES NOC	8810	2,400	0.16000	4	
AR Adjustment			1.25630	1	
Total After Credits				5	
Experience Modification Final	9898		1.00000	0	
Deviation	9036		9.99900	45	
STANDARD PREMIUM				50	
Normal Premium				50	
Expense Constant	0900				160
Net Premium				210	
Terrorism Risk Insurance Act	9740		-		0

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 09 04 03 C****(Ed. 01-2021)****Florida Terrorism Risk Insurance Program Reauthorization Act Endorsement**

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
 - a. The act is an act of terrorism.
 - b. The act is violent or dangerous to human life, property, or infrastructure.
 - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
 - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

WC 09 04 03 C
(Ed. 01-2021)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Schedule

Rate per \$100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2022 Policy No. 0710-W22 Endorsement No.
Insured Enterprise Community Development District Premium

Florida Municipal Insurance Trust
Insurance Company

Countersigned by _____

WC 09 04 03 C
(Ed. 01-2021)

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

**FLORIDA MUNICIPAL INSURANCE TRUST
BREACH RESPONSE & CYBER LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER
Enterprise Community Development District

Agreement No.: FMIT #0710

II. GOVERNMENT DESCRIPTION
District

III. COVERAGE PERIOD
From October 1, 2022 to October 1, 2023 12:01 A.M. Standard Time at the address of the Designated Member.

IV. Breach Response & Cyber Liability

Coverage Type: Claims-made and reported coverage per FMIT CYBER insuring agreement.

Retroactive Period: Full prior acts coverage, except as noted in FMIT CYBER insuring agreement.

Agreement Aggregate Limit of Liability: \$1,000,000

Breach Response Services: \$1,000,000 (In addition to the Agreement Aggregate Limit)

	Premium Basis	Deductible/Type	Limit	Net Premium
Breach Response Services		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less	\$1,000,000 Per occurrence and aggregate limit, in addition to Cyber Liability Limit	Included

Cyber Liability: Agreement Aggregate Limit of Liability - \$1,000,000

	Premium Basis	Deductible/Type	Limit	Net Premium
First Party Loss (Included in Agreement Aggregate Limit): Business Interruption Loss Cyber Extortion Loss Data Recovery Costs		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less	\$1,000,000 Per occurrence and aggregate limit	Included

<p>First Party Loss (Included in Agreement Aggregate Limit):</p> <p>Data & Network Liability</p> <p>Regulatory Defense & Penalties</p> <p>Payment Card Liabilities & Cost</p> <p>Media Liability</p>		<p>Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less</p>	<p>\$1,000,000 Per occurrence and aggregate limit</p>	<p>Included</p>
<p>eCrime (Included in Agreement Aggregate Limit):</p> <p>Fraudulent Instruction</p> <p>Funds Transfer Fraud</p> <p>Telephone Fraud</p>		<p>Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less</p>	<p>\$1,000,000 Per occurrence</p>	<p>Included</p>
<p>Criminal Reward</p>		<p>\$0 per-claim</p>	<p>\$5,000 Per occurrence</p>	<p>Included</p>

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium
\$1,000

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATION TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT BREACH RESPONSE & CYBER LIABILITY COVERAGES
October 1, 2022 - October 1, 2023 Scheduled Coverage Forms List

FMIT #0710

Schedule A

<u>Form #</u>	<u>Description</u>
FMIT COND 1019	Conditions of Coverage
FMIT CYBER 1022	Breach Response & Cyber Liability Endorsement

BREACH RESPONSE & CYBER LIABILITY COVERAGE

THIS BREACH RESPONSE & CYBER LIABILITY COVERAGE AGREEMENT PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE MEMBER AND REPORTED TO US DURING THE COVERAGE PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE), IN ACCORDANCE WITH THE TERMS OF THIS COVERAGE AGREEMENT. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS COVERAGE AGREEMENT WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS. COVERAGE FOR EXPENSES OR LOSS MAY REQUIRE OUR PRIOR CONSENT OR APPROVAL. PLEASE READ THIS POLICY CAREFULLY.

The words **we**, **us**, **our**, and **Trust** refer to the Florida Municipal Insurance Trust which is providing this coverage. The words **you**, **your** and **Member** refer to the Designated Member named in the Florida Municipal Insurance Trust Breach Response & Cyber Liability Coverage Agreement Declarations. The term **Agreement** refers to this Breach Response & Cyber Liability Coverage Agreement ("Agreement") and includes the Agreement, the Coverage Agreement Declarations (FMIT CYBER DEC 1022), and the Conditions of Coverage (FMIT COND 1019). Words and phrases that appear in bold have special meaning. Refer to **DEFINITIONS**. To the extent any words or phrases used in this Agreement are defined elsewhere in your insurance coverage, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Agreement.

This Breach Response & Cyber Liability Agreement governs the scope of coverage and your and our duties. This Agreement provides the below-described coverages. Various provisions in this Agreement restrict coverage. Read the entire Agreement carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions and limits of liability set forth in this Agreement apply only to the coverage provided by this Agreement.

The terms and conditions of the Cancellation provision of the Agreement, and any amendment to such terms, are incorporated herein and shall apply to coverage as is afforded by this Agreement, unless specifically stated otherwise herein.

In consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Agreement and subject to all the provisions, terms and conditions of this Agreement, we agree as follows:

SECTION I – INSURING AGREEMENTS

Breach Response

To provide **Breach Response Services** to the **Member** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Member** first discovers during the **Agreement Period**.

First Party Loss

To indemnify the **Member** for:

Business Interruption Loss

Business Interruption Loss that the **Member** sustains as a result of a **Security Breach** that the **Member** first discovers during the **Agreement Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Member** incurs as a result of an **Extortion Threat** first made against the **Member** during the **Agreement Period**.

Data Recovery Costs

Data Recovery Costs that the **Member** incurs as a direct result of a **Security Breach** that the **Member** first discovers during the **Agreement Period**.

Liability

Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Agreement Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Member's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Member** to comply with that part of a **Privacy Policy** that specifically:
 - (a) prohibits or restricts the **Member's** disclosure, sharing or selling of **Personally Identifiable Information**;
 - (b) requires the **Member** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
 - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Member** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Member** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Member** during the **Agreement Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Designated Member** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Member** during the **Agreement Period**.

Media Liability

To pay **Damages** and **Claims Expenses**, which the **Member** is legally obligated to pay because of any **Claim** first made against any **Member** during the **Agreement Period** for **Media Liability**.

eCrime

To indemnify the **Member** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;
2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Member** first discovers during the **Agreement Period** or to indemnify the **Member** for **Criminal Reward Funds**.

SECTION II – DEFINITIONS

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Services means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Member** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Member's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and

for a Qualified Security Assessor to certify and assist in attesting to the **Member's** PCI compliance, as required by a **Merchant Services Agreement**;

4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call center to respond to inquiries about a **Data Breach**;
6. to provide a credit monitoring, identity monitoring or other solution approved by us to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Member** which are approved in advance by us in our discretion.

Breach Response Services will be provided by providers chosen by us in consultation with the **Member**, will be subject to the terms and conditions of this Agreement, and will not include any internal salary or overhead expenses of the **Member**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Member's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; or (v) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Member** for money or services;
2. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Member**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Member** to fulfill the **Member's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Agreement. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by us, or by the **Member** with our prior written consent; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against the **Member**; provided we will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Member** for any time spent in cooperating in the defense and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Agreement, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Member**; or
2. with respect to coverage under the Breach Response, Business Interruption Loss and Liability insuring agreements, operated by a third party pursuant to written contract with the **Member** and used for the purpose of providing hosted computer application services to the **Member** or for processing, maintaining, hosting or storing the **Member's** electronic data.

Control Group means any principal, partner, officer, director, general counsel (or most senior legal counsel) or risk manager of the **Member** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Member** with our prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Agreement; but will not include any amount based upon information provided by the **Member**, the **Member's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Agreement must expire no later than 6 months following the end of the **Agreement Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Member** with our prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Member** with our prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by the **Member**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to the **Member** for goods or services already provided or contracted to be provided;

3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Member's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Member** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts the **Member** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Member** is not liable, or for which there is no legal recourse against the **Member**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Member** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Member** is liable.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Member** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Member** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; (iv) **Cyber Extortion Loss** or (v) any of the **Member's** internal salary or overhead expenses.

Designated Member means the entity or organization listed in the Declarations.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Agreement Period means the period of time listed in the Declarations, this period ends upon termination, expiration, or cancellation of this Agreement and specifically excludes any Optional Extension Period or any prior Agreement period or renewal period.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Member**.

Extra Expense means reasonable and necessary expenses incurred by the **Member** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Member** would have incurred had no **Security Breach** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Member** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Member** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by a **Member** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead a **Member** through the misrepresentation of a material fact which is relied upon in good faith by such **Member**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by the **Member** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
3. any transfer involving a third party who is not a natural person **Member**, but had authorized access to the **Member's** authentication mechanism;

4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Member** at such institution, without the **Member's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Member's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Member**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Member** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Member** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Member** pursuant to a written contract or agreement with the **Member**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Loss means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Agreement.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Agreement.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

Media Liability means one or more of the following acts committed by, or on behalf of, the **Member** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Member means:

- a. the **Designated Member**;
- b. any director or officer of the **Member**, but only with respect to the performance of his or her duties as such on behalf of the **Member**;
- c. an employee or **Individual Contractor** of the **Member**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Member's** business;
- d. while acting within the scope of his or her duties or employment, any officer, volunteer, or employee of the **Designated Member**, including elected and appointed officials, and members of the **Designated Member's** boards or commissions.

Merchant Services Agreement means any agreement between the **Member** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling the **Member** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Member** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With our prior consent, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Member** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Member** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a Consumer Redress Fund);

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Member's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Privacy Policy means the **Member's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Member**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by the **Member**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Telephone Fraud means the act of a third party gaining access to and using the **Member's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Agreement which is not available to the general public.

Transfer Account means an account maintained by the **Member** at a **Financial Institution** from which the **Member** can initiate the transfer, payment or delivery of **Money** or **Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Member** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Member's** business operations caused by a **Security Breach**, and ends after the elapse of eight (8) hours.

SECTION III – EXCLUSIONS

The coverage under this Agreement will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade Practices and Antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Gathering or Distribution of Information

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Member**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Member** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Agreement if any member of the **Control Group** on or before the inception date of this Agreement knew or could have reasonably

foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;

2. any **Claim**, **Loss**, incident or circumstance for which notice has been provided under any prior policy or agreement of which this Agreement is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Member's** pension, retirement, healthcare, Welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, alleged or actual wrongful employment practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by the **Member**, or by others if the **Member** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Member**, if such **Member** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Member**;

Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;

2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorized Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Member**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Member**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement;

Other Members & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Member**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement; or
2. any business enterprise in which any **Member** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Designated Member**;

Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Member** or others in the care, custody or control of the **Member**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Member** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Member** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or

any other information, content or media, including any media or products containing such **Media Material**, information, content or media;

4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Member** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach** or **Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Member's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

War and Civil War

For, resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**. For purposes of this exclusion, **Cyber Terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a **Computer System** or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

Radioactive Contamination

In relation to liability arising outside the U.S.A., its territories or possessions, Puerto Rico or the Canal Zone, this Agreement does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Sanction Limitation

The Trust shall not cover, nor be liable to pay, any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the Trust to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

SECTION IV – LIMIT OF LIABILITY AND COVERAGE

Limits of Liability

The Agreement Aggregate Limit of Liability listed in the Declarations (the “**Agreement Aggregate Limit of Liability**”) is our combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under this Agreement.

The limit of liability payable under each insuring agreement will be an amount equal to the **Agreement Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Agreement pursuant to such insuring agreement and is part of, and not in addition to, the **Agreement Aggregate Limit of Liability**.

We will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Agreement Aggregate Limit of Liability** has been exhausted, or after deposit of the **Agreement Aggregate Limit of Liability** in a court of competent jurisdiction.

Breach Response Limits

Coverage for **Breach Response Services** under this Agreement is in addition to the **Agreement Aggregate Limit of Liability**. The Breach Response Aggregate Limit of Coverage listed in the Declarations (the “**Breach Response Services Aggregate Limit of Coverage**”) is our combined total limit of coverage for all legal, forensic, public relations and crisis management, notification, call center and credit or identity monitoring services payable under this Agreement.

SECTION V – RETENTIONS

The Retention listed in the Declarations applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Designated Member** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for **Business Interruption Loss** will apply after the **Waiting Period** has elapsed and we will then indemnify the **Designated Member** for all **Business Interruption Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Agreement, and we will be liable only for the amounts in excess of such Retention.

SECTION VI – OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Agreement for any reason except the non-payment of premium, the **Designated Member** will have the right to purchase, for additional premium, an Optional Extension Period of twelve (12) months. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Member** during the Optional Extension Period and reported to us during the Optional Extension Period, and arising out of any act, error or omission committed before the end of the **Agreement Period**. In order for the **Designated Member** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to us within 60 days of the termination of this Agreement.

The purchase of the Optional Extension Period will in no way increase the **Agreement Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Designated Member** terminates the Optional Extension Period for any reason prior to its natural expiration, We will not be liable to return any premium paid for the Optional Extension Period.

SECTION VII – GENERAL CONDITIONS

Notice of Claim or Loss

The **Member** must notify us of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Agreement Period**; or (ii) the end of the Optional Extension Period (if applicable).

With respect to **Breach Response Services**, the **Member** must notify us of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Member**, but in no event later than 60 days after the end of the **Agreement Period**. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Designated Member** must notify us as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Agreement Period**. The **Designated Member** must obtain our consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs** and **Business Interruption Loss**, the **Designated Member** must notify us as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Designated Member** will provide us a proof of **Data Recovery Costs** and **Business Interruption Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to us no later than 6 months after the end of the **Agreement Period**.

The **Designated Member** must notify us of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Agreement Period**.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to us in conformance with the foregoing will be considered to have been made during the **Agreement Period**.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Member** may give written notice of such circumstance to us as soon as practicable during the **Agreement Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Member** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Member** arising out of any circumstance reported to us in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to Us during the **Agreement Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, We have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defense counsel will be mutually agreed by the **Designated Member** and us but, in the absence of such agreement, our decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Designated Member** and us and will be selected from one of the firms on our panel.

Settlement of Claims

If the **Member** refuses to consent to any settlement recommended by us and acceptable to the claimant, our liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus

2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Member** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and we will have the right to withdraw from the further defense of such **Claim**.

The **Member** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed the Retention, provided that the entire **Claim** is resolved and the **Member** obtains a full release on behalf of the **Member** from all claimants.

Assistance and Cooperation

We will have the right to make any investigation we deem necessary, and the **Member** will cooperate with us in all investigations, including investigations regarding coverage under this Agreement and the information and materials provided to us in connection with the underwriting and issuance of this Agreement. The **Member** will execute or cause to be executed all papers and render all assistance as is requested by us. The **Member** agrees not to take any action which in any way increases our exposure under this Agreement. Expenses incurred by the **Member** in assisting and cooperating with us do not constitute **Claims Expenses** under the Agreement.

The **Member** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without our written consent, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Agreement, we shall be granted the **Member's** rights of recovery against any other party, and we will maintain and pursue all such rights of recovery in our sole discretion. The **Member** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. Subrogation recoveries, if any, shall be pursued and allocated as provided in the Coverage Agreement's Member Obligations and Conditions of Coverage section.

Other Insurance

The insurance under this Agreement will apply in excess of any other valid and collectible insurance available to any **Member** unless such other insurance is written only as specific excess insurance over this Agreement.

Action Against Us

No action will lie against us or our representatives unless and until, as a condition precedent thereto, the **Member** has fully complied with all provisions, terms and conditions of this Agreement and the amount of the **Member's** obligation to pay has been finally determined either by judgment or award against the **Member** after trial, regulatory proceeding, arbitration or by written agreement of the **Member**, the claimant, and us.

No person or organization will have the right under this Agreement to join us as a party to an action or other proceeding against the **Member** to determine the **Member's** liability, nor will we be impleaded by the **Member** or the **Member's** legal representative.

The **Member's** bankruptcy or insolvency of the **Member's** estate will not relieve us of our obligations hereunder.

Entire Agreement

By acceptance of the Agreement, the **Member** agrees that this Agreement embodies all agreements between us and the **Member** relating to this Agreement. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Agreement or stop us from asserting any right under the terms of this Agreement; nor will the terms of this Agreement be waived or changed, except by endorsement issued to form a part of this Agreement signed by us.

Assignment

The interest hereunder of any **Member** is not assignable. If the **Member** dies or is adjudged incompetent, such insurance will cover the **Member's** legal representative as if such representative were the **Member**, in accordance with the terms and conditions of this Agreement.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Agreement are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Agreement.

Representation by the Member

The **Member** agrees that the statements contained in the information and materials provided to us in connection with the underwriting and issuance of this Agreement are true, accurate and are not misleading, and that we issued this Agreement, and assume the risks hereunder, in reliance upon the truth thereof.

Designated Member as Agent

The **Designated Member** will be considered the agent of all **Members**, and will act on behalf of all **Members** with respect to the giving of or receipt of all notices pertaining to this Agreement, and the acceptance of any endorsements to this Agreement. The **Designated Member** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

Antistacking

In consideration of the premium charged for the Agreement, it is hereby understood and agreed that notwithstanding anything to the contrary contained in this Agreement, in the event any incident, event or related incidents or events, giving rise to a **Claim** or an obligation to provide **Breach Response Services** triggers coverage under this Agreement and any other endorsement issued by us, our liability under this Agreement and such other endorsements combined shall not exceed the amount of the largest **Agreement Aggregate Limit of Liability** or applicable sublimits of liability.

**FLORIDA MUNICIPAL INSURANCE TRUST
BREACH RESPONSE & CYBER LIABILITY CHANGE ENDORSEMENT**

THIS ENDORSEMENT FORMS A PART OF THE AGREEMENT NUMBERED BELOW:

MEMBER'S NAME AND MAILING ADDRESS	FMIT NUMBER	COVERAGE PERIOD
Enterprise Community Development District 210 North University Drive Suite 702 Coral Springs, FL 33071	FMIT #0710	October 1, 2022 TO: October 1, 2023

IT IS HEREBY NOTED AND AGREED THAT THE FOLLOWING CHANGES ARE MADE:

CHANGES
<p>Effective October 1, 2022</p> <p>Breach Response & Cyber Liability Coverage Agreement Declarations page is amended per the attached.</p> <p>Non-premium bearing endorsement.</p>

	ADDITIONAL	RETURN
PREMIUM		

THE ADDITIONAL/RETURN PREMIUM IS INCLUDED IN THE ATTACHED BILLING INVOICE.

ENDORSEMENT #: 1
INITIALS: MVALDIVIESO
DATE: 12/19/2022

**FLORIDA MUNICIPAL INSURANCE TRUST
BREACH RESPONSE & CYBER LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER

Enterprise Community Development District

Agreement No.: FMIT #0710

II. GOVERNMENT DESCRIPTION

District

III. COVERAGE PERIOD

From October 1, 2022 to October 1, 2023 12:01 A.M. Standard Time at the address of the Designated Member.

IV. Breach Response & Cyber Liability

Coverage Type: Claims-made and reported coverage per FMIT CYBER insuring agreement.

Retroactive Period: Full prior acts coverage, except as noted in FMIT CYBER insuring agreement.

Agreement Aggregate Limit of Liability: \$1,000,000

Breach Response Services: \$1,000,000 (In addition to the Agreement Aggregate Limit)

	Premium Basis	Deductible/Type	Limit	Net Premium
Breach Response Services		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less	\$1,000,000 Per occurrence and aggregate limit, in addition to Cyber Liability Limit	Included

Cyber Liability: Agreement Aggregate Limit of Liability - \$1,000,000

	Premium Basis	Deductible/Type	Limit	Net Premium
First Party Loss (Included in Agreement Aggregate Limit): Business Interruption Loss Cyber Extortion Loss Data Recovery Costs		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less	\$1,000,000 Per occurrence and aggregate limit	Included

<p>Liability (Included in Agreement Aggregate Limit):</p> <p>Data & Network Liability</p> <p>Regulatory Defense & Penalties</p> <p>Payment Card Liabilities & Cost</p> <p>Media Liability</p>		<p>Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less</p>	<p>\$1,000,000 Per occurrence and aggregate limit</p>	<p>Included</p>
<p>eCrime (Included in Agreement Aggregate Limit):</p> <p>Fraudulent Instruction</p> <p>Funds Transfer Fraud</p> <p>Telephone Fraud</p>		<p>Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC 1022 IV. or \$35,000 per-occurrence, whichever is less</p>	<p>\$100,000 Per occurrence</p>	<p>Included</p>
<p>Criminal Reward</p>		<p>\$0 per-claim</p>	<p>\$5,000 Per occurrence</p>	<p>Included</p>

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

**Normal
Premium
\$1,000**

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATION TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT BREACH RESPONSE & CYBER LIABILITY COVERAGES
October 1, 2022 - October 1, 2023 Scheduled Coverage Forms List

FMIT #0710

Schedule A

<u>Form #</u>	<u>Description</u>
FMIT COND 1019	Conditions of Coverage
FMIT CYBER 1022	Breach Response & Cyber Liability Endorsement
CYBER-END 1022	Endorsement #1