

***HIDDEN CREEK  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Board Package***

***Board of Supervisors  
Regular Meeting***

***Tuesday  
June 4, 2019  
7:00 P.M.***

***Panther Trace I Clubhouse  
12515 Bramfield Drive  
Riverview FL***

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

# HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT AGENDA

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Paul Cusmano	DPFG
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.**

**The District Agenda is comprised of six different sections:**

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

## **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, June 4, 2019  
Time: 7:00 pm  
Location: Panther Trace I Clubhouse  
12515 Bramfield Drive  
Riverview FL

Conference Call No.: (563) 999-2090  
Code: 686859#

### **AGENDA**

#### **I. Roll Call**

#### **II. Audience Comments**

#### **III. Consent Agenda**

- |    |   |                  |
|----|---|------------------|
| A. | Approval of the Minutes from the April 2, 2019 Meeting                | <b>Exhibit 1</b> |
| B. | Acceptance of the February, March and April 2019 Financial Statements | <b>Exhibit 2</b> |

#### **IV. Business Matter**

- |    |  |                  |
|----|--|------------------|
| A. | Discussion of the FY 2019-2020 Proposed Budget   | <b>Exhibit 3</b> |
| B. | Consideration and Adoption of Resolution 2019-08 Approving the FY 2019-2020 Proposed Budget & Setting the Public Hearing | <b>Exhibit 4</b> |
| C. | Ratification of Executed Solar Lighting Equipment Lease  | <b>Exhibit 5</b> |
| D. | Hillsborough County Letter – Number of Registered Voters – 57  | <b>Exhibit 6</b> |

#### **V. Staff Reports**

- |    |   |                  |
|----|---|------------------|
| A. | District Manager                              |                  |
|    | 1. Presentation of The Road to ADA Compliance | <b>Exhibit 7</b> |
| B. | District Counsel                              |                  |
| C. | District Engineer                             |                  |

#### **VI. Supervisors Requests**

#### **VII. Adjournment**

## **EXHIBIT 1.**

**MINUTES OF MEETING  
HIDDEN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Hidden Creek Community Development District was held on Tuesday, April 2, 2019 at 10:00 a.m. at Metro Development Group, 2502 North Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**FIRST ORDER OF BUSINESS – Roll Call**

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

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary
Christie Ray	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPGF Management & Consulting LLC
Mark Straley ( <i>via phone</i> )	Straley Robin Vericker
Kartik Goyani	Gig Fiber, LLC; Metro Development Group
Lauren Parsons	Metro Development Group

*The following is a summary of the discussions and actions taken at the April 2, 2019 Hidden Creek CDD Board of Supervisors meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 1: Approval of the Minutes from the March 5, 2019 Meeting

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to approve Item A of the Consent Agenda for the Hidden Creek Community Development District.

**FOURTH ORDER OF BUSINESS – Business Matters**

A. Exhibit 2: Consideration and Adoption of Resolution 2019-07 Authorizing Chairman to Execute Documents, Plats, and Conveyances

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved the motion to adopt Resolution 2019-07 Authorizing Chairman to Execute Documents, Plats, and Conveyances for the Hidden Creek Community Development District.

B. Exhibit 3: Special Warranty Deed to the District (Phase 1A, 2A, & 3A)

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to grant a special warranty deed to Phases 1A, 2A, & 3A of the District for the Hidden Creek Community Development District.

C. Exhibit 4: Grant of Drainage and Access Easements from Phase 1A, 2A, & 3A

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved the motion to approve the grant of drainage and access of easements from Phase 1A, 2A, & 3A for the Hidden Creek Community Development District.

**FIFTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

1. Exhibit 5: Form 8B Conflict

The Board addressed the conflict concerning Form 8B prior to the meeting.

2. Exhibit 6: Aquatic Systems Report

3. Exhibit 7: Approval and Consideration of Addendum #1 with Aquatic Systems

On a MOTION by Mr. Lawson, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board approved the motion to accept Addendum #1 to the Aquatic Management Agreement with Aquatic Systems for the Hidden Creek Community Development District.

4. Exhibit 8: Approval and Consideration of the BrightView Landscape Contract Agreement, Addendum #1, and Addendum #2

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to accept the BrightView Landscape Contract Agreement, Addendum #1, and Addendum #2 for the Hidden Creek Community Development District.

B. District Counsel

Mr. Goyani presented an overview of Outdoor Solar Lighting Equipment Lease from Gig Fiber, LLC concerning the installation of outdoor solar LED street lighting in the Hidden Creek District. Estimated cost of maintenance of the proposed 180 units is priced at \$260.00 annually with cost of operation costing \$50.00 per month for each light. Mr. Straley, acting in place of District Counsel Mr. Vericker, provided advice concerning details of the lease.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved the motion to approve the Outdoor Solar Lighting Equipment Lease in substantial form for the Hidden Creek Community Development District.

C. District Engineer

**SIXTH ORDER OF BUSINESS – Supervisors Requests**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS – Adjournment**

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adjourned the meeting for the Hidden Creek Community Development District.

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

80

81 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed  
82 meeting held on \_\_\_\_\_.

83

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

84

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

85

86 Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

**EXHIBIT 2.**



# **Hidden Creek CDD Community Development District**

Financial Statements  
Unaudited

Period ending  
February 28, 2019

**HIDDEN CREEK CDD**  
**BALANCE SHEET**  
**February 28, 2019**

	<b>GEN FUND</b>	<b>2016A-1</b>	<b>2016A-2 (AA1)</b>	<b>2016A-2 (AA2)</b>	<b>ACQ &amp; CONST. (AA1)</b>	<b>ACQ &amp; CONST. (AA2)</b>	<b>CONSOLIDATED TOTALS</b>
<b><u>ASSETS:</u></b>							
CASH	\$ 114,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,686
CAP. IMPROVEMENT REVENUE	-	71,826	-	-	-	-	71,826
CAPITALIZED INT. 2016A-2	-	-	-	-	-	-	-
DS RESERVE 2016A-1	-	272,781	-	-	-	-	272,781
ACQ. & CONSTR. 2016A-1 (AA1)	-	-	-	-	54	-	54
PREPAYMENT 2016A-2	-	-	212,401	4,268	-	-	216,669
DS RESERVE (AA1)	-	-	138,750	-	-	-	138,750
COST OF ISSUANCE (AA1)	-	-	-	-	-	-	-
DS RESERVE (AA2)	-	-	-	220,313	-	-	220,313
REVENUE (AA2)	-	-	6,601	2,149	-	-	8,750
COST OF ISSUANCE (AA2)	-	-	-	-	-	-	-
ACQ. & CONSTR. (AA2)	-	-	-	-	-	2,282,225	2,282,225
RESTR. ACQ. & CONSTR. (AA2)	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	-	82,678	-	-	841,473	-	924,151
DEPOSITS	1,570	-	-	-	-	-	1,570
<b>TOTAL ASSETS</b>	<b>\$ 116,256</b>	<b>\$ 427,285</b>	<b>\$ 357,752</b>	<b>\$ 226,730</b>	<b>\$ 841,527</b>	<b>\$ 2,282,225</b>	<b>\$ 4,251,775</b>
<b><u>LIABILITIES:</u></b>							
ACCOUNTS PAYABLE	\$ 670	\$ -	\$ -	\$ -	\$ 67,010	\$ 118,767	\$ 186,447
DUE TO DEBT SERVICE	82,678	-	-	-	-	-	82,678
RETAINAGE PAYABLE	-	-	-	-	562,255	-	562,255
<b><u>FUND BALANCE:</u></b>							
RESTRICTED FOR:							
CAPITAL PROJECTS	-	-	-	-	-	-	-
ASSIGNED:	-	-	-	-	-	-	-
UNASSIGNED:	32,908	427,285	357,752	226,730	212,262	2,163,458	3,420,395
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 116,256</b>	<b>\$ 427,285</b>	<b>\$ 357,752</b>	<b>\$ 226,730</b>	<b>\$ 841,527</b>	<b>\$ 2,282,225</b>	<b>\$ 4,251,775</b>

**HIDDEN CREEK CDD  
GENERAL FUND**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<b>FY2019 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>I. REVENUE</b>				
GENERAL FUND REVENUE	296,930	123,721	124,962	1,241
MISCELLANEOUS REVENUE	-	-	5,573	(5,573)
<b>TOTAL REVENUE</b>	<b>296,930</b>	<b>123,721</b>	<b>130,535</b>	<b>(4,332)</b>
<b>II. EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISORS COMPENSATION	8,000	3,333	600	2,733
PAYROLL TAXES- BOS	612	255	46	209
PAYROLL SERVICES FEE	673	280	136	144
MANAGEMENT CONSULTING SERVICES	24,000	10,000	10,000	-
CONSTRUCTION ACCOUNTING SERVICES	1,350	1,350	4,500	(3,150)
PLANNING & COORDINATING SERVICES	36,000	15,000	15,000	-
ADMINISTRATIVE EXPENSES	7,500	3,125	3,386	(261)
BANKING SERVICES	120	50	-	50
MISCELLANEOUS	500	208	-	208
AUDITING SERVICES	3,500	1,458	-	1,458
TRAVEL PER DIEM - BOS	200	83	-	83
INSURANCE	5,830	2,651	2,550	101
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	1,800	1,794	1,794	-
PERFORMANCE & WARRANTY BOND PREM.	-	-	-	-
ENGINEERING SERVICES	5,000	2,083	1,358	725
LEGAL SERVICES	3,000	1,250	3,433	(2,183)
WEBSITE DEVELOPMENT & HOSTING	720	300	300	-
<b>TOTAL ADMINISTRATIVE</b>	<b>98,980</b>	<b>43,397</b>	<b>43,278</b>	<b>119</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
ARBITRAGE	650	650	650	-
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	9,104	9,104	9,104	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>14,754</b>	<b>14,754</b>	<b>14,754</b>	<b>-</b>
<b>PHYSICAL ENVIRONMENT:</b>				
ELECTRICITY	1,200	500	-	500
LANDSCAPE MAINTENANCE	100,000	41,667	35,087	6,580
LANDSCAPE MAINT - BUSH HOG MOWING	6,400	2,667	-	2,667
LANDSCAPE REPLENISHMENT	-	-	-	-
PONDS - AQUATIC MAINTENANCE	10,536	4,390	5,946	(1,556)
PONDS - LANDSCAPE MAINTENANCE	-	-	-	-
STREETLIGHTS	42,000	9,000	-	9,000
ENTRANCE MONUMENT MAINTENANCE	5,000	2,083	-	2,083
COMPREHENSIVE FIELD TECH SERVICES	16,200	6,750	-	6,750
FIELD SERVICE TECH	-	-	-	-
FIELD MANAGER - TRAVEL	-	-	-	-
PET WASTE REMOVAL	3,060	1,275	-	1,275
CONTINGENCY	-	-	26,520	(26,520)
<b>TOTAL CONSTRUCTION</b>	<b>184,396</b>	<b>68,332</b>	<b>67,553</b>	<b>779</b>
<b>TOTAL EXPENDITURES</b>	<b>298,130</b>	<b>126,483</b>	<b>125,585</b>	<b>898</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>(1,200)</b>	<b>(2,762)</b>	<b>4,950</b>	<b>(3,434)</b>
<b>FUND BALANCE - BEGINNING</b>	<b>-</b>	<b>-</b>	<b>27,958</b>	<b>27,958</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ (1,200)</b>		<b>32,908</b>	<b>24,524</b>

**HIDDEN CREEK CDD**  
**2016A-1**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	414,227	172,595	159,792	(12,803)
MISCELLANEOUS	-	-	151,647	-
LESS: DISCOUNT ASSESSMENTS	(16,569)	-	-	-
<b>TOTAL REVENUE</b>	<b>397,658</b>	<b>172,595</b>	<b>311,439</b>	<b>(12,803)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	8,285	-	-	-
INTEREST EXPENSE				
May 1, 2019	159,535	159,535	161,556	(2,021)
November 1, 2019	159,535	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
November 1, 2019	70,000	65,000	65,000	-
<b>TOTAL EXPENDITURES</b>	<b>397,355</b>	<b>224,535</b>	<b>226,556</b>	<b>(2,021)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>303</b>	<b>(51,940)</b>	<b>84,883</b>	<b>(10,782)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	341,894	-
<b>FUND BALANCE - ENDING</b>	<b>303</b>	<b>(51,940)</b>	<b>426,777</b>	<b>(10,782)</b>

**HIDDEN CREEK CDD**  
**2016A-2 (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	940,938	392,058	501,172	109,115
MISCELLANEOUS	-	-	98,538	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>940,938</b>	<b>392,058</b>	<b>599,710</b>	<b>109,115</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	104,375	104,375	104,375	-
November 1, 2019	104,375	-	-	-
PRINCIPAL RETIREMENT			380,000	(380,000)
PRICIPAL PAYMENT			270,000	
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>208,750</b>	<b>104,375</b>	<b>754,375</b>	<b>(380,000)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>732,188</b>	<b>287,683</b>	<b>(154,665)</b>	<b>489,115</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	546,516	-
<b>FUND BALANCE - ENDING</b>	<b>732,188</b>	<b>287,683</b>	<b>391,851</b>	<b>489,115</b>

**HIDDEN CREEK CDD**  
**2016A-2 (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	3,900,156	1,625,065	-	(1,625,065)
MISCELLANEOUS	-	-	112,914	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>3,900,156</b>	<b>1,625,065</b>	<b>112,914</b>	<b>(1,625,065)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	117,031	117,031	117,031	-
November 1, 2019	117,031	-	-	-
PRINCIPAL RETIREMENT			220,000	(220,000)
PRICIPAL PAYMENT				
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>234,062</b>	<b>117,031</b>	<b>337,031</b>	<b>(220,000)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>3,666,094</b>	<b>1,508,034</b>	<b>(224,117)</b>	<b>(1,405,065)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	464,823	-
<b>FUND BALANCE - ENDING</b>	<b>3,666,094</b>	<b>1,508,034</b>	<b>240,706</b>	<b>(1,405,065)</b>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
DEVELOPER FUNDING	184,165
MISCELLANEOUS REVENUE	<u>1,574</u>
<b>TOTAL REVENUE</b>	<u><b>185,739</b></u>
 <b>EXPENDITURES</b>	
REQUISITION EXPENSES	242,003
FUNDING REQUESTS	<u>182,265</u>
<b>TOTAL EXPENDITURES</b>	<u><b>424,268</b></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 (238,529)
 INTERFUND TRANSFER IN	 -
FUND BALANCE - BEGINNING	500,564
 FUND BALANCE - ENDING	 <u><u><b>262,035</b></u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING FEBRUARY 28, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
DEVELOPER FUNDING	-
MISCELLANEOUS REVENUE	14,617
<b>TOTAL REVENUE</b>	<u>14,617</u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	-
REQUISITION EXPENSES	287,939
<b>TOTAL EXPENDITURES</b>	<u>287,939</u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	(273,322)
 INTERFUND TRANSFER IN	-
FUND BALANCE - BEGINNING	2,460,802
 FUND BALANCE - ENDING	<u><u>2,187,480</u></u>



**HIDDEN CREEK CDD**  
**Cash Reconciliation - General Fund**  
**February 28, 2019**

<b>Balance Per Bank Statement</b>	\$ 199,177.34
Less: Outstanding Checks	(84,491.52)
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 114,685.82</u></b>
<b>Beginning Cash Balance Per Books</b>	\$ 119,589.28
Cash Receipts	35,025.38
Cash Disbursements	(39,928.84)
<b><i>Balance Per Books</i></b>	<b><u>\$ 114,685.82</u></b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
<b>09/30/2018</b>		<b>EOY Balance</b>				<b>552.16</b>
10/01/2018	2289	DPFG MANAGEMENT & CONSULTING	Construction Accounting		4,500.00	-3,947.84
10/01/2018	2290	FLORIDA DEPT OF ECONOMIC OPPO	Annual Filing - FY 2019		175.00	-4,122.84
10/10/2018		Shutts & Bowen	Deposit	3,358.95		-763.89
10/10/2018		Shutts & Bowen	Deposit	2,687.16		1,923.27
10/12/2018	2284	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - October		5,625.00	-3,701.73
10/12/2018	2285	Stantec Consulting Services, Inc	Engineering Svcs thru 8/24/18		302.50	-4,004.23
10/12/2018	2286	TAMPA BAY TIMES	Legal Ad		314.50	-4,318.73
10/12/2018	2287	TECO	8/9-9/11 - 16925 Trite Bend St		56.57	-4,375.30
10/12/2018	2288	Venturesin.com, Inc	Web Site Hosting - October		60.00	-4,435.30
10/17/2018		Shutts & Bowen	Deposit	2,532.69		-1,902.61
10/24/2018		Dune FL Land I	O&M FY 2018 Final	4,283.96		2,381.35
10/24/2018		Dune FL Land I	O&M FY 2018 Final	2,339.35		4,720.70
<b>10/31/2018</b>		<b>EOM Balance</b>		<b>15,202.11</b>	<b>11,033.57</b>	<b>4,720.70</b>
11/01/2018		DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - November		5,625.00	-904.30
11/01/2018	ACH110118	Paychex	P/R Fees - Qtrly		10.00	-914.30
11/05/2018		Shutts & Bowen	Deposit	671.79		-242.51
11/09/2018		Hidden Creek	Deposit	5,571.44		5,328.93
11/13/2018		Southshore Bay HOA	Deposit	5,300.00		10,628.93
11/13/2018	2291	Brightview Landscape Services	Landscape Maint.		5,724.40	4,904.53
11/13/2018	2293	Straley Robin Vericker	Legal Svcs thru 9/15/18		613.00	4,291.53
11/13/2018	2294	TAMPA BAY TIMES	Legal Ads		739.50	3,552.03
11/13/2018	2295	TECO	9/12-10/10 - 16925 Trite Bend St		57.02	3,495.01
11/20/2018	2298	Egis Insurance Advisors, LLC	Insurance FY 2019		2,550.00	945.01
11/20/2018	2299	Straley Robin Vericker	Legal Svcs thru 10/15/18		1,116.70	-171.69
11/21/2018		Hillsborough County Tax Collector	Deposit	43,841.35		43,669.66
11/30/2018	2300	Kelly Rowe	Expense Reimbursements		194.78	43,474.88
<b>11/30/2018</b>		<b>EOM Balance</b>		<b>55,384.58</b>	<b>16,630.40</b>	<b>43,474.88</b>
12/04/2018	2301	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - December		5,625.00	37,849.88
12/04/2018	2302	AQUATIC SYSTEMS	Lake & Pond Maint - Nov/Dec		2,534.00	35,315.88
12/04/2018	2303	Brightview Landscape Services	November - Additional Services		1,411.00	33,904.88
12/04/2018	2304	Hillsborough County Public Utilities	Water		20,317.85	13,587.03
12/04/2018	2305	LERNER REPORTING SERVICES, INC	Dissemination FY18/19		5,000.00	8,587.03
12/04/2018	2306	Stantec Consulting Services, Inc	Engineering Svcs		697.50	7,889.53
12/04/2018	2307	TAMPA BAY TIMES	Legal Ad		1,054.00	6,835.53
12/04/2018	2308	Venturesin.com, Inc	Web Site Hosting - November		60.00	6,775.53
12/04/2018		Bank Error	Deposit	0.02		6,775.55
12/05/2018	2309	Hamilton Engineering	2017-98 CF		3,779.22	2,996.33
12/05/2018		Dune FL Land I	Deposit	3,779.22		6,775.55
12/07/2018		Hillsborough County Tax Collector	Deposit	71,907.00		78,682.55
12/11/2018		Dune FL Land I	Deposit	6,408.96		85,091.51
12/13/2018		2018-01 CF	Deposit	13,200.00		98,291.51
12/14/2018		Hillsborough County Tax Collector	Deposit	89,970.04		188,261.55
12/17/2018	ACH121718	Paychex	P/R Fee		58.21	188,203.34
12/18/2018	2310	US Bank	DS Pymt Dec 18 2018		62,325.85	125,877.49
12/21/2018	20045	Ira D Draper	BOS Mtg - 12/4/18		184.70	125,692.79
12/21/2018	20047	Lori Price	BOS Mtg - 12/4/18		184.70	125,508.09
12/21/2018	20046	Michael S Lawson	BOS Mtg - 12/4/18		184.70	125,323.39
12/21/2018	ACH122118	Paychex	BOS Mtg - 12/4/18		91.80	125,231.59
12/23/2018	2311	AQUATIC SYSTEMS	Lake & Pond Maint - October		878.00	124,353.59
12/31/2018		Dune FL Land I	Deposit	148,920.50		273,274.09
<b>12/31/2018</b>		<b>EOM Balance</b>		<b>334,185.74</b>	<b>104,386.53</b>	<b>273,274.09</b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
01/01/2019	2312	DPFG MANAGEMENT & CONSULTING CDD/Field Mgmt - January			5,625.00	267,649.09
01/02/2019	2313	Kelly Rowe	Travel Reimbursement Dec		71.67	267,577.42
01/02/2019	2314	Brightview Landscape Services	Landscape Maint - January		4,959.00	262,618.42
01/02/2019	2315	Hillsborough County Public Utilities	11/15-12/26 - Lagoon Shore Blvd		5,840.70	256,777.72
01/02/2019	2316	Straley Robin Vericker	Legal Svcs thru 12/15/18		30.00	256,747.72
01/02/2019	2317	Hamilton Engineering	2017-95 CF		148,920.50	107,827.22
01/02/2019	2318	Dune FL Land I	2018-01 CF-refund		13,200.00	94,627.22
01/07/2019		Hillsborough County Tax Collector	Deposit	28,504.79		123,132.01
01/08/2019	2319	Venturesin.com, Inc	Website Hosting - Dec/Jan		120.00	123,012.01
01/17/2019		Hillsborough County Tax Collector	Deposit	44.87		123,056.88
01/28/2019	2326	Straley Robin Vericker	Legal Svcs thru 11/15/18		1,411.00	121,645.88
01/29/2019	2327	AQUATIC SYSTEMS	Lake & Pond Maint - January		1,267.00	120,378.88
01/29/2019	2328	Stantec Consulting Services, Inc	Engineering Svcs thru 12/28/18		247.50	120,131.38
01/29/2019	2329	Straley Robin Vericker	Legal Svcs thru 1/15/19		474.00	119,657.38
01/31/2019	ACH013119	Paychex	P/R Fees & Qtrly Fee - W2 Processing		68.10	119,589.28
<b>01/31/2019</b>		<b>EOM Balance</b>		<b>28,549.66</b>	<b>182,234.47</b>	<b>119,589.28</b>
02/01/2019	2330	DPFG MANAGEMENT & CONSULTING CDD/Field Mgmt - February			5,625.00	113,964.28
02/06/2019		Hillsborough Tax Collector	Deposit	35,025.38		148,989.66
02/09/2019	2331	Kelly Rowe	Travel Reimbursement 1/3-1/22		53.96	148,935.70
02/13/2019	2332	AQUATIC SYSTEMS	Lake & Pond Maint - February		1,267.00	147,668.70
02/13/2019	2333	Brightview Landscape Services	Landscape Maint. Nov-Dec		9,918.00	137,750.70
02/13/2019	2334	US Bank	Trustee Fees - Series 2016		9,104.88	128,645.82
02/13/2019	2335	Venturesin.com, Inc	Web Site Hosting - February		60.00	128,585.82
02/21/2019	2336	Southern Land Services	Mowing - Ponds & Common areas		13,900.00	114,685.82
<b>02/28/2019</b>		<b>EOM Balance</b>		<b>35,025.38</b>	<b>39,928.84</b>	<b>114,685.82</b>

# Hidden Creek CDD Community Development District

Financial Statements  
Unaudited

Period ending  
March 31, 2019

**HIDDEN CREEK CDD**  
**BALANCE SHEET**  
**March 31, 2019**

	GEN FUND	2016A-1	2016A-2 (AA1)	2016A-2 (AA2)	ACQ & CONST. (AA1)	ACQ & CONST. (AA2)	ACQ & CONST. (AA3)	ACQ & CONST. (AA4)	CONSOLIDATED TOTALS
<b><u>ASSETS:</u></b>									
CASH	\$ 108,704	\$ -	\$ -	\$ -	\$ 31,663	\$ -	\$ -	\$ -	\$ 140,367
REVENUE	-	71,826	7,106	3,373	-	-	-	-	82,305
CAPITALIZED INT. 2016A-2	-	-	-	-	-	-	-	-	-
DS RESERVE 2016A-1	-	272,781	-	-	-	-	-	-	272,781
PREPAYMENT 2016A-2	-	-	244,671	4,268	-	-	-	-	248,939
DS RESERVE (AA1)	-	-	138,750	-	-	-	-	-	138,750
COST OF ISSUANCE (AA1)	-	-	-	-	-	-	-	-	-
DS RESERVE (AA2)	-	-	-	219,688	-	-	-	-	219,688
COST OF ISSUANCE (AA2)	-	-	-	-	-	-	-	-	-
ACQ. & CONSTR.	-	-	-	-	1,261	2,209,418	5,249,794	3,715,488	11,175,961
RESTR. ACQ. & CONSTR. (AA2)	-	-	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	-	86,488	-	-	65,669	-	-	-	152,157
DEPOSITS	1,570	-	-	-	-	-	-	-	1,570
<b>TOTAL ASSETS</b>	<b>\$ 110,274</b>	<b>\$ 431,095</b>	<b>\$ 390,527</b>	<b>\$ 227,329</b>	<b>\$ 98,593</b>	<b>\$ 2,209,418</b>	<b>\$ 5,249,794</b>	<b>\$ 3,715,488</b>	<b>\$ 12,432,518</b>
<b><u>LIABILITIES:</u></b>									
ACCOUNTS PAYABLE	\$ 18,494	\$ -	\$ -	\$ -	\$ 75,671	\$ 343,785	\$ 743,155	\$ 20,790	\$ 1,201,895
DUE TO DEBT SERVICE	86,488	-	-	-	-	-	-	-	86,488
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-
<b><u>FUND BALANCE:</u></b>									
RESTRICTED FOR:									
CAPITAL PROJECTS	-	-	-	-	-	-	-	-	-
ASSIGNED:	-	-	-	-	-	-	-	-	-
UNASSIGNED:	5,292	431,095	390,527	227,329	22,922	1,865,633	4,506,639	3,694,698	11,144,135
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 110,274</b>	<b>\$ 431,095</b>	<b>\$ 390,527</b>	<b>\$ 227,329</b>	<b>\$ 98,593</b>	<b>\$ 2,209,418</b>	<b>\$ 5,249,794</b>	<b>\$ 3,715,488</b>	<b>\$ 12,432,518</b>

**HIDDEN CREEK CDD  
GENERAL FUND**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<b>FY2019 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>I. REVENUE</b>				
GENERAL FUND REVENUE	296,930	148,465	128,228	(20,237)
MISCELLANEOUS REVENUE	-	-	5,302	(5,302)
<b>TOTAL REVENUE</b>	<b>296,930</b>	<b>148,465</b>	<b>133,530</b>	<b>(25,539)</b>
<b>II. EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISORS COMPENSATION	8,000	4,000	1,400	2,600
PAYROLL TAXES- BOS	612	306	107	199
PAYROLL SERVICES FEE	673	337	195	142
MANAGEMENT CONSULTING SERVICES	24,000	12,000	12,000	-
CONSTRUCTION ACCOUNTING SERVICES	1,350	1,350	4,500	(3,150)
PLANNING & COORDINATING SERVICES	36,000	18,000	18,000	-
ADMINISTRATIVE EXPENSES	7,500	3,750	4,054	(304)
BANKING SERVICES	120	60	130	(70)
MISCELLANEOUS	500	250	-	250
AUDITING SERVICES	3,500	1,750	-	1,750
TRAVEL PER DIEM - BOS	200	100	-	100
INSURANCE	5,830	2,651	2,550	101
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	1,800	1,794	1,794	-
PERFORMANCE & WARRANTY BOND PREM.	-	-	-	-
ENGINEERING SERVICES	5,000	2,500	1,550	950
LEGAL SERVICES	3,000	1,500	4,620	(3,120)
WEBSITE DEVELOPMENT & HOSTING	720	360	360	-
<b>TOTAL ADMINISTRATIVE</b>	<b>98,980</b>	<b>50,883</b>	<b>51,435</b>	<b>(553)</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
ARBITRAGE	650	650	650	-
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	9,104	9,104	9,104	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>14,754</b>	<b>14,754</b>	<b>14,754</b>	<b>-</b>
<b>PHYSICAL ENVIRONMENT:</b>				
ELECTRICITY	1,200	1,200	27	1,173
LANDSCAPE MAINTENANCE	100,000	50,000	50,000	-
LANDSCAPE MAINT - BUSH HOG MOWING	6,400	3,200	2,276	924
LANDSCAPE REPLENISHMENT	-	-	-	-
PONDS - AQUATIC MAINTENANCE	10,536	5,268	7,213	(1,945)
PONDS - LANDSCAPE MAINTENANCE	-	-	-	-
STREETLIGHTS	42,000	9,000	-	9,000
ENTRANCE MONUMENT MAINTENANCE	5,000	2,500	-	2,500
COMPREHENSIVE FIELD TECH SERVICES	16,200	8,100	1,158	6,942
FIELD SERVICE TECH	-	-	-	-
FIELD MANAGER - TRAVEL	-	-	-	-
PET WASTE REMOVAL	3,060	1,530	-	1,530
CONTINGENCY	-	-	27,163	(27,163)
<b>TOTAL CONSTRUCTION</b>	<b>184,396</b>	<b>80,798</b>	<b>87,837</b>	<b>(7,039)</b>
<b>TOTAL EXPENDITURES</b>	<b>298,130</b>	<b>146,435</b>	<b>154,026</b>	<b>(7,592)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>(1,200)</b>	<b>2,031</b>	<b>(20,496)</b>	<b>(33,131)</b>
FUND BALANCE - BEGINNING	-	-	25,788	25,788
FUND BALANCE - ENDING	<b>\$ (1,200)</b>		<b>5,292</b>	<b>(7,343)</b>

**HIDDEN CREEK CDD**  
**2016A-1**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	414,227	207,114	163,602	(43,512)
MISCELLANEOUS	-	-	152,156	-
LESS: DISCOUNT ASSESSMENTS	(16,569)	-	-	-
<b>TOTAL REVENUE</b>	<b>397,658</b>	<b>207,114</b>	<b>315,758</b>	<b>(43,512)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	8,285	-	-	-
INTEREST EXPENSE				
May 1, 2019	159,535	159,535	161,556	(2,021)
November 1, 2019	159,535	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
November 1, 2019	70,000	65,000	65,000	-
<b>TOTAL EXPENDITURES</b>	<b>397,355</b>	<b>224,535</b>	<b>226,556</b>	<b>(2,021)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>303</b>	<b>(17,422)</b>	<b>89,202</b>	<b>(41,491)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	341,894	-
<b>FUND BALANCE - ENDING</b>	<b>303</b>	<b>(17,422)</b>	<b>431,096</b>	<b>(41,491)</b>

**HIDDEN CREEK CDD**  
**2016A-2 (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	940,938	470,469	503,333	32,864
MISCELLANEOUS	-	-	99,272	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>940,938</b>	<b>470,469</b>	<b>602,605</b>	<b>32,864</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	104,375	104,375	108,594	(4,219)
November 1, 2019	104,375	-	-	-
PRINCIPAL RETIREMENT			380,000	(380,000)
PRICIPAL PAYMENT			270,000	
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>208,750</b>	<b>104,375</b>	<b>758,594</b>	<b>(384,219)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>732,188</b>	<b>366,094</b>	<b>(155,989)</b>	<b>417,083</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	546,516	-
<b>FUND BALANCE - ENDING</b>	<b>732,188</b>	<b>366,094</b>	<b>390,527</b>	<b>417,083</b>



**HIDDEN CREEK CDD**  
**2016A-2 (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	3,900,156	1,950,078	-	(1,950,078)
MISCELLANEOUS	-	-	109,693	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>3,900,156</b>	<b>1,950,078</b>	<b>109,693</b>	<b>(1,950,078)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	117,031	117,031	117,188	(157)
November 1, 2019	117,031	-	-	-
PRINCIPAL RETIREMENT			230,000	(230,000)
PRICIPAL PAYMENT				
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>234,062</b>	<b>117,031</b>	<b>347,188</b>	<b>(230,157)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>3,666,094</b>	<b>1,833,047</b>	<b>(237,495)</b>	<b>(1,719,921)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	464,823	-
<b>FUND BALANCE - ENDING</b>	<b>3,666,094</b>	<b>1,833,047</b>	<b>227,328</b>	<b>(1,719,921)</b>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
DEVELOPER FUNDING	132,336
MISCELLANEOUS REVENUE	<u>1,574</u>
<b>TOTAL REVENUE</b>	<u><b>133,910</b></u>
 <b>EXPENDITURES</b>	
REQUISITION EXPENSES	4,292
FUNDING REQUESTS	<u>29,127</u>
<b>TOTAL EXPENDITURES</b>	<u><b>33,419</b></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 100,491
 INTERFUND TRANSFER IN	 -
FUND BALANCE - BEGINNING	(77,569)
 FUND BALANCE - ENDING	 <u><u><b>22,922</b></u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	-
MISCELLANEOUS REVENUE	22,128
<b>TOTAL REVENUE</b>	<u>22,128</u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	-
REQUISITION EXPENSES	617,297
<b>TOTAL EXPENDITURES</b>	<u>617,297</u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	(595,169)
 INTERFUND TRANSFER IN	-
FUND BALANCE - BEGINNING	2,460,802
 FUND BALANCE - ENDING	<u><u>1,865,633</u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA3)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	5,820,392
MISCELLANEOUS REVENUE	-
<b>TOTAL REVENUE</b>	<u><u>5,820,392</u></u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	743,155
REQUISITION EXPENSES	570,598
<b>TOTAL EXPENDITURES</b>	<u><u>1,313,753</u></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	4,506,639
 INTERFUND TRANSFER IN	-
FUND BALANCE - BEGINNING	-
 FUND BALANCE - ENDING	<u><u>4,506,639</u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA4)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING MARCH 31, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	3,914,752
MISCELLANEOUS REVENUE	-
<b>TOTAL REVENUE</b>	<u><u>3,914,752</u></u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	-
REQUISITION EXPENSES	220,055
<b>TOTAL EXPENDITURES</b>	<u><u>220,055</u></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	3,694,697
 INTERFUND TRANSFER IN	-
FUND BALANCE - BEGINNING	-
 FUND BALANCE - ENDING	<u><u>3,694,697</u></u>

**HIDDEN CREEK CDD**  
**Cash Reconciliation - General Fund**  
**March 31, 2019**

<b>Balance Per Bank Statement</b>	\$ 141,553.84
Less: Outstanding Checks	(1,187.25)
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 140,366.59</u></b>
<b>Beginning Cash Balance Per Books</b>	\$ 146,348.32
Cash Receipts	7,076.56
Cash Disbursements	(13,058.29)
<b><i>Balance Per Books</i></b>	<b><u>\$ 140,366.59</u></b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
<b>09/30/2018</b>		<b>EOY Balance</b>				<b>552.16</b>
10/01/2018	2289	DPFG MANAGEMENT & CONSULTING	Construction Accounting		4,500.00	-3,947.84
10/01/2018	2290	FLORIDA DEPT OF ECONOMIC OPPORTUNITIES	Annual Filing - FY 2019		175.00	-4,122.84
10/10/2018		Shutts & Bowen	Deposit	3,358.95		-763.89
10/10/2018		Shutts & Bowen	Deposit	2,687.16		1,923.27
10/12/2018	2284	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - October		5,625.00	-3,701.73
10/12/2018	2285	Stantec Consulting Services, Inc	Engineering Svcs thru 8/24/18		302.50	-4,004.23
10/12/2018	2286	TAMPA BAY TIMES	Legal Ad		314.50	-4,318.73
10/12/2018	2287	TECO	8/9-9/11 - 16925 Trite Bend St		56.57	-4,375.30
10/12/2018	2288	Venturesin.com, Inc	Web Site Hosting - October		60.00	-4,435.30
10/17/2018		Shutts & Bowen	Deposit	2,532.69		-1,902.61
10/24/2018		Dune FL Land I	O&M FY 2018 Final	4,283.96		2,381.35
10/24/2018		Dune FL Land I	O&M FY 2018 Final	2,339.35		4,720.70
<b>10/31/2018</b>		<b>EOM Balance</b>		<b>15,202.11</b>	<b>11,033.57</b>	<b>4,720.70</b>
11/01/2018		DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - November		5,625.00	-904.30
11/01/2018	ACH110118	Paychex	P/R Fees - Qtrly		10.00	-914.30
11/05/2018		Shutts & Bowen	Deposit	671.79		-242.51
11/09/2018		Hidden Creek	Deposit	5,571.44		5,328.93
11/13/2018		Southshore Bay HOA	Deposit	5,300.00		10,628.93
11/13/2018	2291	Brightview Landscape Services	Landscape Maint.		5,724.40	4,904.53
11/13/2018	2293	Straley Robin Vericker	Legal Svcs thru 9/15/18		613.00	4,291.53
11/13/2018	2294	TAMPA BAY TIMES	Legal Ads		739.50	3,552.03
11/13/2018	2295	TECO	9/12-10/10 - 16925 Trite Bend St		57.02	3,495.01
11/20/2018	2298	Egis Insurance Advisors, LLC	Insurance FY 2019		2,550.00	945.01
11/20/2018	2299	Straley Robin Vericker	Legal Svcs thru 10/15/18		1,116.70	-171.69
11/21/2018		Hillsborough County Tax Collector	Deposit	43,841.35		43,669.66
11/30/2018	2300	Kelly Rowe	Expense Reimbursements		194.78	43,474.88
<b>11/30/2018</b>		<b>EOM Balance</b>		<b>55,384.58</b>	<b>16,630.40</b>	<b>43,474.88</b>
12/04/2018	2301	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - December		5,625.00	37,849.88
12/04/2018	2302	AQUATIC SYSTEMS	Lake & Pond Maint - Nov/Dec		2,534.00	35,315.88
12/04/2018	2303	Brightview Landscape Services	November - Additional Services		1,411.00	33,904.88
12/04/2018	2304	Hillsborough County Public Utilities	Water		20,317.85	13,587.03
12/04/2018	2305	LERNER REPORTING SERVICES, INC	Dissemination FY18/19		5,000.00	8,587.03
12/04/2018	2306	Stantec Consulting Services, Inc	Engineering Svcs		697.50	7,889.53
12/04/2018	2307	TAMPA BAY TIMES	Legal Ad		1,054.00	6,835.53
12/04/2018	2308	Venturesin.com, Inc	Web Site Hosting - November		60.00	6,775.53
12/04/2018		Bank Error	Deposit	0.02		6,775.55
12/05/2018	2309	Hamilton Engineering	2017-98 CF		3,779.22	2,996.33
12/05/2018		Dune FL Land I	Deposit	3,779.22		6,775.55
12/07/2018		Hillsborough County Tax Collector	Deposit	71,907.00		78,682.55
12/11/2018		Dune FL Land I	Deposit	6,408.96		85,091.51
12/13/2018		2018-01 CF	Deposit	13,200.00		98,291.51
12/14/2018		Hillsborough County Tax Collector	Deposit	89,970.04		188,261.55
12/17/2018	ACH121718	Paychex	P/R Fee		58.21	188,203.34
12/18/2018	2310	US Bank	DS Pymt Dec 18 2018		62,325.85	125,877.49
12/21/2018	20045	Ira D Draper	BOS Mtg - 12/4/18		184.70	125,692.79
12/21/2018	20047	Lori Price	BOS Mtg - 12/4/18		184.70	125,508.09
12/21/2018	20046	Michael S Lawson	BOS Mtg - 12/4/18		184.70	125,323.39
12/21/2018	ACH122118	Paychex	BOS Mtg - 12/4/18		91.80	125,231.59
12/23/2018	2311	AQUATIC SYSTEMS	Lake & Pond Maint - October		878.00	124,353.59
12/31/2018		Dune FL Land I	Deposit	148,920.50		273,274.09
<b>12/31/2018</b>		<b>EOM Balance</b>		<b>334,185.74</b>	<b>104,386.53</b>	<b>273,274.09</b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
01/01/2019	2312	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - January		5,625.00	267,649.09
01/02/2019	2313	Kelly Rowe	Travel Reimbursement Dec		71.67	267,577.42
01/02/2019	2314	Brightview Landscape Services	Landscape Maint - January		4,959.00	262,618.42
01/02/2019	2315	Hillsborough County Public Utilities	11/15-12/26 - Lagoon Shore Blvd		5,840.70	256,777.72
01/02/2019	2316	Straley Robin Vericker	Legal Svcs thru 12/15/18		30.00	256,747.72
01/02/2019	2317	Hamilton Engineering	2017-95 CF		148,920.50	107,827.22
01/02/2019	2318	Dune FL Land I	2018-01 CF-refund		13,200.00	94,627.22
01/07/2019		Hillsborough County Tax Collector	Deposit	28,504.79		123,132.01
01/08/2019	2319	Venturesin.com, Inc	Website Hosting - Dec/Jan		120.00	123,012.01
01/17/2019		Hillsborough County Tax Collector	Deposit	44.87		123,056.88
01/28/2019	2326	Straley Robin Vericker	Legal Svcs thru 11/15/18		1,411.00	121,645.88
01/29/2019	2327	AQUATIC SYSTEMS	Lake & Pond Maint - January		1,267.00	120,378.88
01/29/2019	2328	Stantec Consulting Services, Inc	Engineering Svcs thru 12/28/18		247.50	120,131.38
01/29/2019	2329	Straley Robin Vericker	Legal Svcs thru 1/15/19		474.00	119,657.38
01/31/2019	ACH013119	Paychex	P/R Fees & Qtrly Fee - W2 Processing		68.10	119,589.28
<b>01/31/2019</b>		<b>EOM Balance</b>		<b>28,549.66</b>	<b>182,234.47</b>	<b>119,589.28</b>
02/01/2019	2330	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - February		5,625.00	113,964.28
02/06/2019		Hillsborough Tax Collector	Deposit	35,025.38		148,989.66
02/09/2019	2331	Kelly Rowe	Travel Reimbursement 1/3-1/22		53.96	148,935.70
02/13/2019	2332	AQUATIC SYSTEMS	Lake & Pond Maint - February		1,267.00	147,668.70
02/13/2019	2333	Brightview Landscape Services	Landscape Maint. Nov-Dec		9,918.00	137,750.70
02/13/2019	2334	US Bank	Trustee Fees - Series 2016		9,104.88	128,645.82
02/13/2019	2335	Venturesin.com, Inc	Web Site Hosting - February		60.00	128,585.82
02/21/2019	2336	Southern Land Services	Mowing - Ponds & Common areas		13,900.00	114,685.82
<b>02/28/2019</b>		<b>EOM Balance</b>		<b>35,025.38</b>	<b>39,928.84</b>	<b>114,685.82</b>
03/01/2019	2338	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - March		5,625.00	109,060.82
03/05/2019	2342	LLS TAX SOLUTIONS, INC.	Arbitrage - 2016A-1,2		650.00	108,410.82
03/05/2019	2343	Stantec Consulting Services, Inc	Engineering Svcs thru 1/25/19		412.50	107,998.32
03/05/2019	2344	Straley Robin Vericker	Legal Svcs thru 2/15/19		401.15	107,597.17
03/07/2019		Hillsborough Tax Collector	Deposit	7,076.56		114,673.73
03/08/2019	ACH3819	Bank United	Business checks		130.16	114,543.57
03/12/2019	2345	DPFG FIELD SERVICES, INC.	March - Field Svc/PR		1,158.00	113,385.57
03/14/2019	2347	Kelly Rowe	Travel Reimbursement 2/7-2/15		43.54	113,342.03
03/15/2019	ACH031519.1	Paychex	P/R Fee		58.21	113,283.82
03/15/2019	ACH031519.2	Paychex	BOS Mtg - 3/4/19		122.40	113,161.42
03/15/2019	20051	Christie Ray	BOS Mtg - 3/4/19		184.70	112,976.72
03/15/2019	20048	Ira D Draper	BOS Mtg - 3/4/19		184.70	112,792.02
03/15/2019	20050	Lori Price	BOS Mtg - 3/4/19		184.70	112,607.32
03/15/2019	20049	Michael S Lawson	BOS Mtg - 3/4/19		184.70	112,422.62
03/19/2019	2348	AQUATIC SYSTEMS	Lake & Pond Maint - March		1,267.00	111,155.62
03/19/2019	2349	Stantec Consulting Services, Inc	Engineering Svcs thru 2/22/19		192.50	110,963.12
03/19/2019	2350	Venturesin.com, Inc	Web Site Hosting - March		60.00	110,903.12
03/19/2019	ACH031919	TECO	Feb-Mar - 16925 Trite Bend St		1,011.78	109,891.34
03/27/2019	2352	Straley Robin Vericker	Legal Svcs thru 3/15/19		1,187.25	108,704.09
<b>03/31/2019</b>		<b>EOM Balance</b>		<b>7,076.56</b>	<b>13,058.29</b>	<b>108,704.09</b>



# Hidden Creek CDD Community Development District

Financial Statements  
Unaudited

Period ending  
April 30, 2019

**HIDDEN CREEK CDD**  
**BALANCE SHEET**  
**April 30, 2019**

	GEN FUND	2016A-1	2016A-2 (AA1)	2016A-2 (AA2)	ACQ & CONST. (AA1)	ACQ & CONST. (AA2)	ACQ & CONST. (AA3)	ACQ & CONST. (AA4)	CONSOLIDATED TOTALS
<b><u>ASSETS:</u></b>									
CASH	\$ (78)	\$ -	\$ -	\$ -	\$ 31,663	\$ -	\$ -	\$ -	\$ 31,585
REVENUE	-	166,827	85,072	110,234	-	-	-	-	362,133
CAPITALIZED INT. 2016A-2	-	-	-	-	-	-	-	-	-
DS RESERVE 2016A-1	-	272,781	-	-	-	-	-	-	272,781
PREPAYMENT 2016A-2	-	-	280,378	4,893	-	-	-	-	285,271
DS RESERVE (AA1)	-	-	126,094	-	-	-	-	-	126,094
COST OF ISSUANCE (AA1)	-	-	-	-	-	-	-	-	-
DS RESERVE (AA2)	-	-	-	219,688	-	-	-	-	219,688
COST OF ISSUANCE (AA2)	-	-	-	-	-	-	-	-	-
ACQ. & CONSTR.	-	-	-	-	54	1,928,635	5,255,545	3,719,490	10,903,724
RESTR. ACQ. & CONSTR. (AA2)	-	-	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	17,471	89	-	-	43,266	-	-	-	60,826
DEPOSITS	1,570	-	-	-	-	-	-	-	1,570
<b>TOTAL ASSETS</b>	<b>\$ 18,963</b>	<b>\$ 439,697</b>	<b>\$ 491,544</b>	<b>\$ 334,815</b>	<b>\$ 74,983</b>	<b>\$ 1,928,635</b>	<b>\$ 5,255,545</b>	<b>\$ 3,719,490</b>	<b>\$ 12,263,672</b>
<b><u>LIABILITIES:</u></b>									
ACCOUNTS PAYABLE	\$ 19,659	\$ -	\$ -	\$ -	\$ 53,268	\$ 59,187	\$ 1,331,915	\$ 560,496	\$ 2,024,525
DUE TO DEBT SERVICE	89	-	-	-	-	-	-	-	89
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-
<b><u>FUND BALANCE:</u></b>									
RESTRICTED FOR:									
CAPITAL PROJECTS	-	-	-	-	-	-	-	-	-
ASSIGNED:	-	-	-	-	-	-	-	-	-
UNASSIGNED:	(785)	439,697	491,544	334,815	21,715	1,869,448	3,923,630	3,158,994	10,239,058
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 18,963</b>	<b>\$ 439,697</b>	<b>\$ 491,544</b>	<b>\$ 334,815</b>	<b>\$ 74,983</b>	<b>\$ 1,928,635</b>	<b>\$ 5,255,545</b>	<b>\$ 3,719,490</b>	<b>\$ 12,263,672</b>

**HIDDEN CREEK CDD  
GENERAL FUND**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE  
FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<b>FY2019 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>I. REVENUE</b>				
GENERAL FUND REVENUE	296,930	173,209	154,124	(19,085)
MISCELLANEOUS REVENUE	-	-	5,302	(5,302)
<b>TOTAL REVENUE</b>	<b>296,930</b>	<b>173,209</b>	<b>159,426</b>	<b>(24,387)</b>
<b>II. EXPENDITURES</b>				
<b>ADMINISTRATIVE:</b>				
SUPERVISORS COMPENSATION	8,000	4,667	1,400	3,267
PAYROLL TAXES- BOS	612	357	107	250
PAYROLL SERVICES FEE	673	393	205	188
MANAGEMENT CONSULTING SERVICES	24,000	14,000	14,000	-
CONSTRUCTION ACCOUNTING SERVICES	1,350	1,350	4,500	(3,150)
PLANNING & COORDINATING SERVICES	36,000	21,000	21,000	-
ADMINISTRATIVE EXPENSES	7,500	4,375	4,679	(304)
BANKING SERVICES	120	70	130	(60)
MISCELLANEOUS	500	292	-	292
AUDITING SERVICES	3,500	2,042	-	2,042
TRAVEL PER DIEM - BOS	200	117	-	117
INSURANCE	5,830	2,651	2,550	101
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	1,800	1,794	1,794	-
PERFORMANCE & WARRANTY BOND PREM.	-	-	-	-
ENGINEERING SERVICES	5,000	2,917	2,193	724
LEGAL SERVICES	3,000	1,750	6,732	(4,982)
WEBSITE DEVELOPMENT & HOSTING	720	420	420	-
<b>TOTAL ADMINISTRATIVE</b>	<b>98,980</b>	<b>58,368</b>	<b>59,885</b>	<b>(1,517)</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
ARBITRAGE	650	650	650	-
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	9,104	9,104	9,104	-
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>14,754</b>	<b>14,754</b>	<b>14,754</b>	<b>-</b>
<b>PHYSICAL ENVIRONMENT:</b>				
ELECTRICITY	1,200	1,200	2,863	(1,663)
LANDSCAPE MAINTENANCE	100,000	58,333	64,846	(6,513)
LANDSCAPE MAINT - BUSH HOG MOWING	6,400	3,733	5,600	(1,867)
LANDSCAPE REPLENISHMENT	-	-	-	-
PONDS - AQUATIC MAINTENANCE	10,536	6,146	8,480	(2,334)
PONDS - LANDSCAPE MAINTENANCE	-	-	-	-
STREETLIGHTS	42,000	9,000	-	9,000
ENTRANCE MONUMENT MAINTENANCE	5,000	2,917	-	2,917
COMPREHENSIVE FIELD TECH SERVICES	16,200	9,450	2,316	7,134
FIELD SERVICE TECH	-	-	-	-
FIELD MANAGER - TRAVEL	-	-	-	-
PET WASTE REMOVAL	3,060	1,785	-	1,785
CONTINGENCY	-	-	27,255	(27,255)
<b>TOTAL CONSTRUCTION</b>	<b>184,396</b>	<b>92,564</b>	<b>111,360</b>	<b>(18,796)</b>
<b>TOTAL EXPENDITURES</b>	<b>298,130</b>	<b>165,686</b>	<b>185,999</b>	<b>(20,313)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>(1,200)</b>	<b>7,523</b>	<b>(26,573)</b>	<b>(44,700)</b>
FUND BALANCE - BEGINNING	-	-	25,788	25,788
<b>FUND BALANCE - ENDING</b>	<b>\$ (1,200)</b>		<b>(785)</b>	<b>(18,912)</b>

**HIDDEN CREEK CDD**  
**2016A-1**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	414,227	241,632	172,712	(68,920)
MISCELLANEOUS	-	-	151,647	-
LESS: DISCOUNT ASSESSMENTS	(16,569)	-	-	-
<b>TOTAL REVENUE</b>	<b>397,658</b>	<b>241,632</b>	<b>324,359</b>	<b>(68,920)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	8,285	-	-	-
INTEREST EXPENSE				
May 1, 2019	159,535	159,535	161,556	(2,021)
November 1, 2019	159,535	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
November 1, 2019	70,000	65,000	65,000	-
<b>TOTAL EXPENDITURES</b>	<b>397,355</b>	<b>224,535</b>	<b>226,556</b>	<b>(2,021)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>303</b>	<b>17,097</b>	<b>97,803</b>	<b>(66,899)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	341,894	-
<b>FUND BALANCE - ENDING</b>	<b>303</b>	<b>17,097</b>	<b>439,697</b>	<b>(66,899)</b>

**HIDDEN CREEK CDD**  
**2016A-2 (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	940,938	548,881	600,865	51,985
MISCELLANEOUS	-	-	98,538	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>940,938</b>	<b>548,881</b>	<b>699,403</b>	<b>51,985</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	104,375	104,375	104,375	-
November 1, 2019	104,375	-	-	-
PRINCIPAL RETIREMENT			380,000	(380,000)
PRICIPAL PAYMENT			270,000	
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>208,750</b>	<b>104,375</b>	<b>754,375</b>	<b>(380,000)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>732,188</b>	<b>444,506</b>	<b>(54,972)</b>	<b>431,985</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	546,516	-
<b>FUND BALANCE - ENDING</b>	<b>732,188</b>	<b>444,506</b>	<b>491,544</b>	<b>431,985</b>

**HIDDEN CREEK CDD**  
**2016A-2 (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<b>FY19 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>FAVORABLE (UNFAVORABLE) VARIANCE</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS (NET)	3,900,156	2,275,091	-	(2,275,091)
MISCELLANEOUS	-	-	207,023	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
<b>TOTAL REVENUE</b>	<b>3,900,156</b>	<b>2,275,091</b>	<b>207,023</b>	<b>(2,275,091)</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2019	117,031	117,031	117,031	-
November 1, 2019	117,031	-	-	-
PRINCIPAL RETIREMENT			220,000	(220,000)
PRICIPAL PAYMENT				
November 1, 2019	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>234,062</b>	<b>117,031</b>	<b>337,031</b>	<b>(220,000)</b>
<b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	<b>3,666,094</b>	<b>2,158,060</b>	<b>(130,008)</b>	<b>(2,055,091)</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	-	-
FUND BALANCE - BEGINNING	-	-	464,823	-
<b>FUND BALANCE - ENDING</b>	<b>3,666,094</b>	<b>2,158,060</b>	<b>334,815</b>	<b>(2,055,091)</b>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA1)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	184,165
MISCELLANEOUS REVENUE	<u>1,574</u>
<b>TOTAL REVENUE</b>	<u><b>185,739</b></u>
 <b>EXPENDITURES</b>	
REQUISITION EXPENSES	482,323
FUNDING REQUESTS	<u>182,265</u>
<b>TOTAL EXPENDITURES</b>	<u><b>664,588</b></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 (478,849)
 INTERFUND TRANSFER IN	 -
FUND BALANCE - BEGINNING	500,564
 FUND BALANCE - ENDING	 <u><u><b>21,715</b></u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA2)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	-
MISCELLANEOUS REVENUE	25,943
<b>TOTAL REVENUE</b>	<u>25,943</u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	-
REQUISITION EXPENSES	617,297
<b>TOTAL EXPENDITURES</b>	<u>617,297</u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	(591,354)
 INTERFUND TRANSFER IN	-
FUND BALANCE - BEGINNING	2,460,802
 FUND BALANCE - ENDING	<u><u>1,869,448</u></u>



**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA3)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	5,820,392
MISCELLANEOUS REVENUE	<u>5,751</u>
<b>TOTAL REVENUE</b>	<u><b>5,826,143</b></u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	1,099,697
REQUISITION EXPENSES	<u>802,816</u>
<b>TOTAL EXPENDITURES</b>	<u><b>1,902,513</b></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 3,923,630
 INTERFUND TRANSFER IN	 -
FUND BALANCE - BEGINNING	-
 FUND BALANCE - ENDING	 <u><u><b>3,923,630</b></u></u>

**HIDDEN CREEK CDD**  
**CAPITAL PROJECTS FUND (AA4)**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**FOR PERIOD STARTING OCTOBER 1, 2018 ENDING APRIL 30, 2019**

	<u>ACTUAL YEAR-TO-DATE</u>
<b>REVENUE</b>	
BOND PROCEEDS	3,914,752
MISCELLANEOUS REVENUE	<u>4,002</u>
<b>TOTAL REVENUE</b>	<u><b>3,918,754</b></u>
 <b>EXPENDITURES</b>	
FUNDING REQUESTS	406,794
REQUISITION EXPENSES	<u>352,966</u>
<b>TOTAL EXPENDITURES</b>	<u><b>759,760</b></u>
 <b>EXCESS REVENUE OVER (UNDER) EXPEND.</b>	 3,158,994
 INTERFUND TRANSFER IN	 -
FUND BALANCE - BEGINNING	-
 FUND BALANCE - ENDING	 <u><u><b>3,158,994</b></u></u>

**HIDDEN CREEK CDD**  
**Cash Reconciliation - General Fund**  
**April 30, 2019**

<b>Balance Per Bank Statement</b>	\$ 31,584.20
Less: Outstanding Checks	(31,662.50)
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ (78.30)</u></b>
<b>Beginning Cash Balance Per Books</b>	\$ 108,704.09
Cash Receipts	15,904.61
Cash Disbursements	(124,687.00)
<b><i>Balance Per Books</i></b>	<b><u>\$ (78.30)</u></b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
<b>09/30/2018</b>		<b>EOY Balance</b>				<b>552.16</b>
10/01/2018	2289	DPFG MANAGEMENT & CONSULTING	Construction Accounting		4,500.00	-3,947.84
10/01/2018	2290	FLORIDA DEPT OF ECONOMIC OPPORTUNITY	Annual Filing - FY 2019		175.00	-4,122.84
10/10/2018		Shutts & Bowen	Deposit	3,358.95		-763.89
10/10/2018		Shutts & Bowen	Deposit	2,687.16		1,923.27
10/12/2018	2284	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - October		5,625.00	-3,701.73
10/12/2018	2285	Stantec Consulting Services, Inc	Engineering Svcs thru 8/24/18		302.50	-4,004.23
10/12/2018	2286	TAMPA BAY TIMES	Legal Ad		314.50	-4,318.73
10/12/2018	2287	TECO	8/9-9/11 - 16925 Trite Bend St		56.57	-4,375.30
10/12/2018	2288	Venturesin.com, Inc	Web Site Hosting - October		60.00	-4,435.30
10/17/2018		Shutts & Bowen	Deposit	2,532.69		-1,902.61
10/24/2018		Dune FL Land I	O&M FY 2018 Final	4,283.96		2,381.35
10/24/2018		Dune FL Land I	O&M FY 2018 Final	2,339.35		4,720.70
<b>10/31/2018</b>		<b>EOM Balance</b>		<b>15,202.11</b>	<b>11,033.57</b>	<b>4,720.70</b>
11/01/2018		DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - November		5,625.00	-904.30
11/01/2018	ACH110118	Paychex	P/R Fees - Qtrly		10.00	-914.30
11/05/2018		Shutts & Bowen	Deposit	671.79		-242.51
11/09/2018		Hidden Creek	Deposit	5,571.44		5,328.93
11/13/2018		Southshore Bay HOA	Deposit	5,300.00		10,628.93
11/13/2018	2291	Brightview Landscape Services	Landscape Maint.		5,724.40	4,904.53
11/13/2018	2293	Straley Robin Vericker	Legal Svcs thru 9/15/18		613.00	4,291.53
11/13/2018	2294	TAMPA BAY TIMES	Legal Ads		739.50	3,552.03
11/13/2018	2295	TECO	9/12-10/10 - 16925 Trite Bend St		57.02	3,495.01
11/20/2018	2298	Egis Insurance Advisors, LLC	Insurance FY 2019		2,550.00	945.01
11/20/2018	2299	Straley Robin Vericker	Legal Svcs thru 10/15/18		1,116.70	-171.69
11/21/2018		Hillsborough County Tax Collector	Deposit	43,841.35		43,669.66
11/30/2018	2300	Kelly Rowe	Expense Reimbursements		194.78	43,474.88
<b>11/30/2018</b>		<b>EOM Balance</b>		<b>55,384.58</b>	<b>16,630.40</b>	<b>43,474.88</b>
12/04/2018	2301	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - December		5,625.00	37,849.88
12/04/2018	2302	AQUATIC SYSTEMS	Lake & Pond Maint - Nov/Dec		2,534.00	35,315.88
12/04/2018	2303	Brightview Landscape Services	November - Additional Services		1,411.00	33,904.88
12/04/2018	2304	Hillsborough County Public Utilities	Water		20,317.85	13,587.03
12/04/2018	2305	LERNER REPORTING SERVICES, INC	Dissemination FY18/19		5,000.00	8,587.03
12/04/2018	2306	Stantec Consulting Services, Inc	Engineering Svcs		697.50	7,889.53
12/04/2018	2307	TAMPA BAY TIMES	Legal Ad		1,054.00	6,835.53
12/04/2018	2308	Venturesin.com, Inc	Web Site Hosting - November		60.00	6,775.53
12/04/2018		Bank Error	Deposit	0.02		6,775.55
12/05/2018	2309	Hamilton Engineering	2017-98 CF		3,779.22	2,996.33
12/05/2018		Dune FL Land I	Deposit	3,779.22		6,775.55
12/07/2018		Hillsborough County Tax Collector	Deposit	71,907.00		78,682.55
12/11/2018		Dune FL Land I	Deposit	6,408.96		85,091.51
12/13/2018		2018-01 CF	Deposit	13,200.00		98,291.51
12/14/2018		Hillsborough County Tax Collector	Deposit	89,970.04		188,261.55
12/17/2018	ACH121718	Paychex	P/R Fee		58.21	188,203.34
12/18/2018	2310	US Bank	DS Pymt Dec 18 2018		62,325.85	125,877.49
12/21/2018	20045	Ira D Draper	BOS Mtg - 12/4/18		184.70	125,692.79
12/21/2018	20047	Lori Price	BOS Mtg - 12/4/18		184.70	125,508.09
12/21/2018	20046	Michael S Lawson	BOS Mtg - 12/4/18		184.70	125,323.39
12/21/2018	ACH122118	Paychex	BOS Mtg - 12/4/18		91.80	125,231.59
12/23/2018	2311	AQUATIC SYSTEMS	Lake & Pond Maint - October		878.00	124,353.59
12/31/2018		Dune FL Land I	Deposit	148,920.50		273,274.09
<b>12/31/2018</b>		<b>EOM Balance</b>		<b>334,185.74</b>	<b>104,386.53</b>	<b>273,274.09</b>

## HIDDEN CREEK CDD CHECK REGISTER FY19

Date	Num	Name	Memo	Debit	Credit	Balance
01/01/2019	2312	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - January		5,625.00	267,649.09
01/02/2019	2313	Kelly Rowe	Travel Reimbursement Dec		71.67	267,577.42
01/02/2019	2314	Brightview Landscape Services	Landscape Maint - January		4,959.00	262,618.42
01/02/2019	2315	Hillsborough County Public Utilities	11/15-12/26 - Lagoon Shore Blvd		5,840.70	256,777.72
01/02/2019	2316	Straley Robin Vericker	Legal Svcs thru 12/15/18		30.00	256,747.72
01/02/2019	2317	Hamilton Engineering	2017-95 CF		148,920.50	107,827.22
01/02/2019	2318	Dune FL Land I	2018-01 CF-refund		13,200.00	94,627.22
01/07/2019		Hillsborough County Tax Collector	Deposit	28,504.79		123,132.01
01/08/2019	2319	Venturesin.com, Inc	Website Hosting - Dec/Jan		120.00	123,012.01
01/17/2019		Hillsborough County Tax Collector	Deposit	44.87		123,056.88
01/28/2019	2326	Straley Robin Vericker	Legal Svcs thru 11/15/18		1,411.00	121,645.88
01/29/2019	2327	AQUATIC SYSTEMS	Lake & Pond Maint - January		1,267.00	120,378.88
01/29/2019	2328	Stantec Consulting Services, Inc	Engineering Svcs thru 12/28/18		247.50	120,131.38
01/29/2019	2329	Straley Robin Vericker	Legal Svcs thru 1/15/19		474.00	119,657.38
01/31/2019	ACH013119	Paychex	P/R Fees & Qtrly Fee - W2 Processing		68.10	119,589.28
<b>01/31/2019</b>		<b>EOM Balance</b>		<b>28,549.66</b>	<b>182,234.47</b>	<b>119,589.28</b>
02/01/2019	2330	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - February		5,625.00	113,964.28
02/06/2019		Hillsborough Tax Collector	Deposit	35,025.38		148,989.66
02/09/2019	2331	Kelly Rowe	Travel Reimbursement 1/3-1/22		53.96	148,935.70
02/13/2019	2332	AQUATIC SYSTEMS	Lake & Pond Maint - February		1,267.00	147,668.70
02/13/2019	2333	Brightview Landscape Services	Landscape Maint. Nov-Dec		9,918.00	137,750.70
02/13/2019	2334	US Bank	Trustee Fees - Series 2016		9,104.88	128,645.82
02/13/2019	2335	Venturesin.com, Inc	Web Site Hosting - February		60.00	128,585.82
02/21/2019	2336	Southern Land Services	Mowing - Ponds & Common areas		13,900.00	114,685.82
<b>02/28/2019</b>		<b>EOM Balance</b>		<b>35,025.38</b>	<b>39,928.84</b>	<b>114,685.82</b>
03/01/2019	2338	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - March		5,625.00	109,060.82
03/05/2019	2342	LLS TAX SOLUTIONS, INC.	Arbitrage - 2016A-1,2		650.00	108,410.82
03/05/2019	2343	Stantec Consulting Services, Inc	Engineering Svcs thru 1/25/19		412.50	107,998.32
03/05/2019	2344	Straley Robin Vericker	Legal Svcs thru 2/15/19		401.15	107,597.17
03/07/2019		Hillsborough Tax Collector	Deposit	7,076.56		114,673.73
03/08/2019	ACH3819	Bank United	Business checks		130.16	114,543.57
03/12/2019	2345	DPFG FIELD SERVICES, INC.	March - Field Svc/PR		1,158.00	113,385.57
03/14/2019	2347	Kelly Rowe	Travel Reimbursement 2/7-2/15		43.54	113,342.03
03/15/2019	ACH031519.1	Paychex	P/R Fee		58.21	113,283.82
03/15/2019	ACH031519.2	Paychex	BOS Mtg - 3/4/19		122.40	113,161.42
03/15/2019	20051	Christie Ray	BOS Mtg - 3/4/19		184.70	112,976.72
03/15/2019	20048	Ira D Draper	BOS Mtg - 3/4/19		184.70	112,792.02
03/15/2019	20050	Lori Price	BOS Mtg - 3/4/19		184.70	112,607.32
03/15/2019	20049	Michael S Lawson	BOS Mtg - 3/4/19		184.70	112,422.62
03/19/2019	2348	AQUATIC SYSTEMS	Lake & Pond Maint - March		1,267.00	111,155.62
03/19/2019	2349	Stantec Consulting Services, Inc	Engineering Svcs thru 2/22/19		192.50	110,963.12
03/19/2019	2350	Venturesin.com, Inc	Web Site Hosting - March		60.00	110,903.12
03/19/2019	ACH031919	TECO	Feb-Mar - 16925 Trite Bend St		1,011.78	109,891.34
03/27/2019	2352	Straley Robin Vericker	Legal Svcs thru 3/15/19		1,187.25	108,704.09
<b>03/31/2019</b>		<b>EOM Balance</b>		<b>7,076.56</b>	<b>13,058.29</b>	<b>108,704.09</b>
04/01/2019	2353	DPFG FIELD SERVICES, INC.	April - Field Svc/PR		1,158.00	107,546.09
04/01/2019	2354	DPFG MANAGEMENT & CONSULTING	CDD/Field Mgmt - April		5,625.00	101,921.09
04/02/2019	9000	Venturesin.com, Inc	Web Site Hosting - April		60.00	101,861.09
04/03/2019	2355	AQUATIC SYSTEMS	Lake & Pond Maint - April		1,267.00	100,594.09
04/03/2019	2356	Brightview Landscape Services	Landscape Maint. - Feb./Addtnl. Svcs.		9,957.40	90,636.69
04/03/2019	2357	Brightview Landscape Services	Landscape Maint. Apr/May		12,740.00	77,896.69
04/05/2019	2358	US Bank	DS Pymt April 4 2019		78,000.00	-103.31
04/08/2019		Hillsborough Tax Collector	Deposit	15,862.75		15,759.44
04/10/2019	2360	US Bank	DS Pymt April 10 2019		15,879.60	-120.16
04/19/2019		Hillsborough Tax Collector	Deposit	41.86		-78.30
<b>04/30/2019</b>		<b>EOM Balance</b>		<b>15,904.61</b>	<b>124,687.00</b>	<b>-78.30</b>

**EXHIBIT 3.**

**STATEMENT 1  
HIDDEN CREEK CDD  
FY 2020 PROPOSED BUDGET - General Fund (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 OCT- MAR</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE FY 2019-2020</b>
<b>REVENUE</b>								
GENERAL FUND REVENUE /(1)	\$ 82,127	\$ 87,978	\$ 98,144	\$ 193,125	\$ 296,930	\$ 88,587	\$ 457,234	160,304
MISCELLELLANOUS REVENUE	378		\$ 9,000	\$ -	-	-	-	-
<b>TOTAL REVENUE</b>	<b>82,505</b>	<b>87,978</b>	<b>107,144</b>	<b>193,125</b>	<b>296,930</b>	<b>88,587</b>	<b>457,234</b>	<b>160,304</b>
<b>EXPENDITURES</b>								
<b>ADMINISTRATIVE</b>								
SUPERVISORS COMPENSATION	4,600	6,800	3,600	2,400	8,000	1,200	8,000	-
PAYROLL TAXES	380	520	275	184	612	92	612	-
PAYROLL SERVICES	310	321	301	285	673	173	457	(216)
MANAGEMENT CONSULTING SERVICES	21,000	21,000	21,000	20,000	24,000	12,000	24,000	-
CONSTRUCTION ACCOUNTING SERVICE	-	-	9,000	4,500	1,350	4,500	4,000	2,650
PLANNING & COORDINATION SERVICES	36,000	36,000	36,000	30,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	7,500	7,500	7,500	6,250	7,500	3,750	7,500	-
BANK FEES	193	12	15	129	120	104	120	-
MISCELLANEOUS	16	-	-	478	500	-	500	-
AUDITING SERVICES	-	4,500	2,400	2,400	3,500	-	2,400	(1,100)
TRAVEL PER DIEM	-	-	-	-	200	-	200	-
INSURANCE	2,250	2,363	2,410	5,300	5,830	5,300	5,830	-
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,434	2,016	2,446	851	1,800	187	1,800	-
PERFORMANCE & WARRANTY BOND PREM.	-	-	-	-	-	-	-	-
ENGINEERING SERVICES	3,479	-	3,923	7,684	5,000	6,602	5,000	-
LEGAL SERVICES	4,706	5,926	8,065	6,358	3,000	1,230	3,000	-
WEBSITE DEVELOPMENT AND HOSTING	-	978	757	600	720	360	2,265	1,545
MISCELLANEOUS CONTINGENCY	-	-	-	-	-	-	-	-
<b>TOTAL ADMINISTRATIVE</b>	<b>82,043</b>	<b>88,111</b>	<b>97,867</b>	<b>87,594</b>	<b>98,980</b>	<b>53,672</b>	<b>101,859</b>	<b>2,879</b>
<b>DEBT ADMINISTRATION</b>								
ARBITRAGE	-	-	-	650	650	650	1,200	550
DISSIMINATION AGENT	-	-	4,000	5,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	-	-	9,104	9,104	9,105	19,075	9,971
<b>TOTAL DEBT ADMINISTRATION</b>	<b>-</b>	<b>-</b>	<b>4,000</b>	<b>14,754</b>	<b>14,754</b>	<b>14,755</b>	<b>25,275</b>	<b>10,521</b>

**STATEMENT 1  
HIDDEN CREEK CDD  
FY 2020 PROPOSED BUDGET - General Fund (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 OCT- MAR</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE FY 2019-2020</b>
<b>PHYSICAL ENVIRONMENT</b>								
ELECTRICITY	-	-	-	-	1,200	355	1,200	-
LANDSCAPE MAINTENANCE			-	-	100,000	-	150,840	50,840
LANDSCAPE MAINTENANCE - BUSH HOG MOWING	-	-	-	-	6,400	-	6,400	-
LANDSCAPE REPLENISHMENT	-	-	-	-	-	-	-	-
PONDS - AQUATICS MAINTENANCE	-	-	878	8,948	10,536	5,268	15,204	4,668
PONDS -- STOCKING AND PLANT INSTALL	-	-	-	-	-	-	3,000	3,000
PONDS LANDSCAPE MAINTENANCE	-	-	-	15,652	-	-	-	-
STREETLIGHTS	-	-	-	537	42,000	-	108,000	66,000
ENTRANCE MONUMENT MAINTENANCE	-	-	-	-	5,000	-	5,000	-
COMPREHENSIVE FIELD SERVICES	-	-	-	-	16,200	-	13,896	(2,304)
FIELD SERVICE TECH	-	-	-	-	-	-	-	-
FIELD MANAGER TRAVEL	-	-	-	69	-	-	-	-
PET WASTE REMOVAL	-	-	-	-	3,060	-	3,060	-
GATE REPAIR & MAINTENANCE	-	-	-	-	-	-	10,000	10,000
GATE CLICKERS	-	-	-	-	-	-	6,000	6,000
ENTRANCE GATE CAMERA	-	-	-	-	-	-	7,500	7,500
REPAIRS & MAINTENANCE	77	-	-	-	-	-	-	-
CONTINGENCY		2,100	-	1,600	-	-	-	-
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>77</b>	<b>2,100</b>	<b>878</b>	<b>26,806</b>	<b>184,396</b>	<b>5,623</b>	<b>330,100</b>	<b>145,704</b>
<b>TOTAL EXPENDITURES</b>	<b>82,120</b>	<b>90,211</b>	<b>102,745</b>	<b>129,154</b>	<b>298,130</b>	<b>74,050</b>	<b>457,234</b>	<b>159,104</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>384</b>	<b>(2,233)</b>	<b>4,399</b>	<b>63,971</b>	<b>(1,200)</b>	<b>14,537</b>	<b>-</b>	<b>1,200</b>
<b>FUND BALANCE - BEGINNING</b>	<b>2,906</b>	<b>3,290</b>	<b>1,057</b>	<b>5,456</b>	<b>69,427</b>	<b>69,427</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ 3,290</b>	<b>\$ 1,057</b>	<b>\$ 5,456</b>	<b>\$ 69,427</b>	<b>\$ 68,227</b>	<b>\$ 83,964</b>	<b>\$ -</b>	<b>\$ 1,200</b>

**Footnotes:**

^(1) Revenue collections from County tax collector and/or budget funding agreement as needed only based on actual expenditures. Draws upon budget funding agreement can only be based on actual expenditures.



**STATEMENT 3**  
**HIDDEN CREEK CDD - CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	SERVICE PROVIDER (VENDOR)	Contract Amt. / Year	PO #	COMMENTS (SCOPE OF SERVICE)
<b>ADMINISTRATIVE:</b>				
SUPERVISORS COMPENSATION		8,000		Estimated 5 Supervisors to be in attendance for 8 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting
PAYROLL TAXES		612		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll
PAYROLL SERVICES		457		Approximately \$54 per payroll and 1x yearly fee of \$25
MANAGEMENT CONSULTING SERVICES	DPFG	24,000		The District receives Management & Accounting services
CONSTRUCTION ACCOUNTING SERVICE		4,000		It is anticipated about 40% of bond funds will remain to be requisitioned
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure
ADMINISTRATIVE SERVICES	DPFG	7,500		The District receives administrative services as part of the agreement, approximates \$500 Monthly
BANK FEES	CHASE	120		Bank fees associated with maintaining the District's bank accounts
MISCELLANEOUS		500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
AUDITING SERVICES		2,400		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter
TRAVEL PER DIEM		200		Reimbursement to Board Supervisors for travel to District Meetings
INSURANCE	EGIS INSURANCE	5,830		Annual , inclusive of Amenity Center for general liability, property and officer and director insurance
REGULATORY AND PERMIT FEES	STATE	175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity
LEGAL ADVERTISEMENTS	TAMPA BAY TIMES	1,800		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.
PERFORMANCE & WARRANTY BOND PREMIUM		-		
ENGINEERING SERVICES	STANTEC CONSULTING	5,000		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
LEGAL SERVICES	STRALEY, ROBIN, VERICKER	3,000		Provides general legal services, review of contracts, agreements and other research assigned and directed by the Board and District Manager
WEBSITE DEVELOPMENT AND HOSTING	CAMPUS SUITE	2,265		Website ADA compliance from Campus Suite for website platform and 750 pages of remediation. Also includes \$500 from DPFG for mitigation remediation & tracking
MISCELLANEOUS		-		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items

**STATEMENT 3**  
**HIDDEN CREEK CDD - CONTRACT SUMMARY**

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<b>DEBT ADMINISTRATIVE:</b>				
ARBITRAGE	LLS Solutions	1,200		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code for Series 2016 and 2019
DISSIMINATION AGENT	LERNER SERVICES	5,000		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure
TRUSTEE FEES	US BANK	19,075		Confirmed amount with Trustee to maintain the District's bond funds for Series 2016 & 2019
<b>PHYSICAL ENVIRONMENT:</b>				
ELECTRICITY	TECO	1,200		Meter located at 16925 Trite Bend Street
LANDSCAPE MAINTENANCE	BRIGHTVIEW	150,840	OM-HC-004 & OM-HC-DPFG-004	Basic Service to include mowing, weed edging, blowing, weed control, turf and ornamental agronomic program and irrigation inspections, plus additional estimated for new entrance fountain, gate house, and completion of collector road (from Lagoon Shore Blvd to Sailor Pines Ct, excluding Phase 4 connector road)
LANDSCAPE MAINTENANCE - BUSH HOG MOWING	SOUTHERN SERVICES	6,400	OM-HC-004 & OM-HC-DPFG-004	Per event is \$1,600, estimated for 4 events
LANDSCAPE REPLENISHMENT	BRIGHTVIEW	-		Estimated
PONDS - AQUATICS MAINTENANCE	AQUATIC SYSTEMS	15,204	OM-HC-DPFG-003	Waterway management and maintenance for sites 1-9 and for sites 12 - 15
PONDS -- STOCKING AND PLANT INSTALL	AQUATIC SYSTEMS	3,000		Bream carp stocking and plant install
PONDS LANDSCAPE MAINTENANCE		-		Miscellaneous as needed
STREETLIGHTS		108,000		Estimated for 180 streetlights
ENTRANCE MONUMENT MAINTENANCE	H2O Pool	5,000		Fountain maintenance \$1,500 (water treatment, and cleaning of structure, excluding landscaping) (estimate)
COMPREHENSIVE FIELD SERVICES		13,896		Directs day to day operations of the District and oversees Field Tech Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security hardware, manage RFP Process for ongoing maintenance and repairs, prepare monthly written reports to the Board, including estimated reimbursements for CDD business mileage driven by Field Service Tech.
FIELD SERVICE TECH		-		
FIELD MANAGER TRAVEL		-		
PET WASTE REMOVAL	POOP 911	3,060		Removal of pet waste, replace can liners, fill and pick up bags for 7 pet stations once weekly. Includes 5,000 bags
GATE REPAIR & MAINTENANCE		10,000		Estimated cost for repair, cell service, and programming
GATE CLICKERS		6,000		Estimated 200 clickers @ \$30 ea
ENTRANCE GATE CAMERA		7,500		Supply and install vehicle camera for entrance and exit gates
REPAIRS & MAINTENANCE		-		
CONTINGENCY		-		

**EXHIBIT 4.**

## **RESOLUTION 2019-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2019/2020; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“Board”) of the Hidden Creek Community Development District (“District”) prior to June 15, 2019, a proposed operations and maintenance budget for Fiscal Year 2019/2020; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

1. **BUDGET APPROVED.** The operating budget proposed by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: August 6, 2019

HOUR: 6:00 p.m.

LOCATION: Panther Trace I Clubhouse  
12515 Bramfield Drive  
Riverview, Florida 33579

3. **TRANSMITTAL OF BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the proposed budget to Hillsborough County, Florida at least 60 days prior to the hearing date set above.

4. **POSTING OF BUDGETS.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the approved proposed budget on the

District's website at least two days before the budget hearing date and to keep the proposed budget posted on the District's website for at least 45 days, as set forth in Section 2.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2019.**

ATTEST:

**HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

Paul Cusmano  
\_\_\_\_\_  
Printed Name

Title:

- ☐ Secretary
- ☐ Assistant Secretary

\_\_\_\_\_  
Signature

Mike Lawson  
\_\_\_\_\_  
Printed Name

Title:

- ☐ Chair of the Board of Supervisors
- ☐ Vice Chair of the Board of Supervisors

**Exhibit A:** Proposed FY 2019/2020 Budget

**EXHIBIT A**

**STATEMENT 1  
HIDDEN CREEK CDD  
FY 2020 PROPOSED BUDGET - General Fund (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 OCT- MAR</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE FY 2019-2020</b>
<b>REVENUE</b>								
GENERAL FUND REVENUE /(1)	\$ 82,127	\$ 87,978	\$ 98,144	\$ 193,125	\$ 296,930	\$ 88,587	\$ 457,234	160,304
MISCELLELLANOUS REVENUE	378		\$ 9,000	\$ -	-	-	-	-
<b>TOTAL REVENUE</b>	<b>82,505</b>	<b>87,978</b>	<b>107,144</b>	<b>193,125</b>	<b>296,930</b>	<b>88,587</b>	<b>457,234</b>	<b>160,304</b>
<b>EXPENDITURES</b>								
<b>ADMINISTRATIVE</b>								
SUPERVISORS COMPENSATION	4,600	6,800	3,600	2,400	8,000	1,200	8,000	-
PAYROLL TAXES	380	520	275	184	612	92	612	-
PAYROLL SERVICES	310	321	301	285	673	173	457	(216)
MANAGEMENT CONSULTING SERVICES	21,000	21,000	21,000	20,000	24,000	12,000	24,000	-
CONSTRUCTION ACCOUNTING SERVICE	-	-	9,000	4,500	1,350	4,500	4,000	2,650
PLANNING & COORDINATION SERVICES	36,000	36,000	36,000	30,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	7,500	7,500	7,500	6,250	7,500	3,750	7,500	-
BANK FEES	193	12	15	129	120	104	120	-
MISCELLANEOUS	16	-	-	478	500	-	500	-
AUDITING SERVICES	-	4,500	2,400	2,400	3,500	-	2,400	(1,100)
TRAVEL PER DIEM	-	-	-	-	200	-	200	-
INSURANCE	2,250	2,363	2,410	5,300	5,830	5,300	5,830	-
REGULATORY AND PERMIT FEES	175	175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,434	2,016	2,446	851	1,800	187	1,800	-
PERFORMANCE & WARRANTY BOND PREM.	-	-	-	-	-	-	-	-
ENGINEERING SERVICES	3,479	-	3,923	7,684	5,000	6,602	5,000	-
LEGAL SERVICES	4,706	5,926	8,065	6,358	3,000	1,230	3,000	-
WEBSITE DEVELOPMENT AND HOSTING	-	978	757	600	720	360	2,265	1,545
MISCELLANEOUS CONTINGENCY	-	-	-	-	-	-	-	-
<b>TOTAL ADMINISTRATIVE</b>	<b>82,043</b>	<b>88,111</b>	<b>97,867</b>	<b>87,594</b>	<b>98,980</b>	<b>53,672</b>	<b>101,859</b>	<b>2,879</b>
<b>DEBT ADMINISTRATION</b>								
ARBITRAGE	-	-	-	650	650	650	1,200	550
DISSIMINATION AGENT	-	-	4,000	5,000	5,000	5,000	5,000	-
TRUSTEE FEES	-	-	-	9,104	9,104	9,105	19,075	9,971
<b>TOTAL DEBT ADMINISTRATION</b>	<b>-</b>	<b>-</b>	<b>4,000</b>	<b>14,754</b>	<b>14,754</b>	<b>14,755</b>	<b>25,275</b>	<b>10,521</b>

**STATEMENT 1  
HIDDEN CREEK CDD  
FY 2020 PROPOSED BUDGET - General Fund (O&M)**

	<b>FY 2015 ACTUAL</b>	<b>FY 2016 ACTUAL</b>	<b>FY 2017 ACTUAL</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ADOPTED</b>	<b>FY 2019 OCT- MAR</b>	<b>FY 2020 PROPOSED</b>	<b>VARIANCE FY 2019-2020</b>
<b>PHYSICAL ENVIRONMENT</b>								
ELECTRICITY	-	-	-	-	1,200	355	1,200	-
LANDSCAPE MAINTENANCE			-	-	100,000	-	150,840	50,840
LANDSCAPE MAINTENANCE - BUSH HOG MOWING	-	-	-	-	6,400	-	6,400	-
LANDSCAPE REPLENISHMENT	-	-	-	-	-	-	-	-
PONDS - AQUATICS MAINTENANCE	-	-	878	8,948	10,536	5,268	15,204	4,668
PONDS -- STOCKING AND PLANT INSTALL	-	-	-	-	-	-	3,000	3,000
PONDS LANDSCAPE MAINTENANCE	-	-	-	15,652	-	-	-	-
STREETLIGHTS	-	-	-	537	42,000	-	108,000	66,000
ENTRANCE MONUMENT MAINTENANCE	-	-	-	-	5,000	-	5,000	-
COMPREHENSIVE FIELD SERVICES	-	-	-	-	16,200	-	13,896	(2,304)
FIELD SERVICE TECH	-	-	-	-	-	-	-	-
FIELD MANAGER TRAVEL	-	-	-	69	-	-	-	-
PET WASTE REMOVAL	-	-	-	-	3,060	-	3,060	-
GATE REPAIR & MAINTENANCE	-	-	-	-	-	-	10,000	10,000
GATE CLICKERS	-	-	-	-	-	-	6,000	6,000
ENTRANCE GATE CAMERA	-	-	-	-	-	-	7,500	7,500
REPAIRS & MAINTENANCE	77	-	-	-	-	-	-	-
CONTINGENCY		2,100	-	1,600	-	-	-	-
<b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>77</b>	<b>2,100</b>	<b>878</b>	<b>26,806</b>	<b>184,396</b>	<b>5,623</b>	<b>330,100</b>	<b>145,704</b>
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<b>FUND BALANCE - BEGINNING</b>	<b>2,906</b>	<b>3,290</b>	<b>1,057</b>	<b>5,456</b>	<b>69,427</b>	<b>69,427</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ 3,290</b>	<b>\$ 1,057</b>	<b>\$ 5,456</b>	<b>\$ 69,427</b>	<b>\$ 68,227</b>	<b>\$ 83,964</b>	<b>\$ -</b>	<b>\$ 1,200</b>

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MISCELLANEOUS		500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items
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PERFORMANCE & WARRANTY BOND PREMIUM		-		
ENGINEERING SERVICES	STANTEC CONSULTING	5,000		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments
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WEBSITE DEVELOPMENT AND HOSTING	CAMPUS SUITE	2,265		Website ADA compliance from Campus Suite for website platform and 750 pages of remediation. Also includes \$500 from DPFG for mitigation remediation & tracking
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<b>PHYSICAL ENVIRONMENT:</b>				
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PONDS -- STOCKING AND PLANT INSTALL	AQUATIC SYSTEMS	3,000		Bream carp stocking and plant install
PONDS LANDSCAPE MAINTENANCE		-		Miscellaneous as needed
STREETLIGHTS		108,000		Estimated for 180 streetlights
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FIELD SERVICE TECH		-		
FIELD MANAGER TRAVEL		-		
PET WASTE REMOVAL	POOP 911	3,060		Removal of pet waste, replace can liners, fill and pick up bags for 7 pet stations once weekly. Includes 5,000 bags
GATE REPAIR & MAINTENANCE		10,000		Estimated cost for repair, cell service, and programming
GATE CLICKERS		6,000		Estimated 200 clickers @ \$30 ea
ENTRANCE GATE CAMERA		7,500		Supply and install vehicle camera for entrance and exit gates
REPAIRS & MAINTENANCE		-		
CONTINGENCY		-		

**EXHIBIT 5.**

## Outdoor Solar Lighting Equipment Lease

This Outdoor Solar Lighting Equipment Lease (the "**Lease**"), is made and entered into as of April 2, 2019 by and between **GIG FIBER, LLC** a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local, special-purpose government district authorized under Chapter 190 of the Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Attn: District Manager.

### 1. Lease of Equipment.

- a. Type, Model, and Quantity of Equipment. For and in consideration of the mutual covenants set forth in this Lease, Company agrees to lease and rent to Customer, and Customer agrees to rent and hire from Company, the following outdoor solar lighting equipment and systems (all of which, together with accessories, attachments, and replacement parts, shall be referred to herein as the "**Equipment**"): One Hundred and Eighty (180) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, according to design, installation and construction plans and specifications to be prepared by Company and approved by Customer as provided in this Lease.
- b. Lease and Rental of Additional Solar Street Lights. From time to time during the Term of this Agreement, Customer and Company may agree that Customer shall lease and rent additional solar street lights (of the a type and model manufactured by Leadsun or other manufacturer that may be offered by Company and approved by Customer). Upon their agreement concerning the type, model and number of the additional solar street lights, and the economic, financial and legal terms of the additional lease and rental thereof, the parties shall memorialize and confirm their agreement in an executed amendment to this Lease, substantially in the form attached as **Exhibit "D"** with all missing terms supplied.

### 2. Term of Lease; Installation; Scope of Work.

- a. Initial Term. The initial term of this Lease shall be for a period of twenty (20) Lease Years, (as defined below) ("**Initial Term**"), beginning on the date Company give written notice to Customer that the Equipment is mechanically complete and operational on the Installation Site (as defined below), and continuing, unless sooner terminated as provided under this Lease, until the end of the Initial Term and any Renewal Terms (defined below) that come into existence. Prior to the Commencement Date of the Initial Term (as defined below), Company shall construct and install, and thereafter operate, repair, and maintain the Equipment as provided in this Lease.
- b. Installation Site; License. The Equipment shall be installed at the following project, in the portions of the property owned by the Customer: Hidden Creek, Phases I, II, III and IV (the "**Installation Site**"), according to the approved installation plans as described below. Subject to satisfaction of the Conditions (as provided in Section 4 below), and to receipt of a written notice to proceed from Customer, Company will begin installation of the Equipment on the Installation Site promptly thereafter and prosecute such installation with reasonable care and diligence. Customer shall have the option to direct, by written notices to proceed to Company from time to time, that installation of the Equipment shall proceed in stages, as successive residential phases of the Installation Site are completed by the developer thereof. Customer grants to Company and to Company's agents, employees, contractors and

assignees an irrevocable non-exclusive license running with the Installation Site (the "**License**") for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Equipment, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Lease. Company shall notify Customer prior to entering the Installation Site except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the "**License Term**"). During the License Term, Customer shall ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected. Customer shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Lease by either party. The Company shall be responsible for obtaining and paying for all necessary permits and other governmental approvals. The Company shall comply with all applicable laws, rules, permits and regulations of any governmental agency with jurisdiction over the installation of the Equipment.

- c. Commencement and Expiration Dates. The Initial Term shall commence on the date that Company substantially completes the installation of the Equipment on the Installation Site, or the installation of such portion of the Equipment as shall be contained in any phase of the Installation Site, as provided in subsection b above, and all luminaires are energized, field tested, and in working condition, in the reasonable judgment of Company on the Installation Site or phase thereof ("**Commencement Date**"), and shall expire twenty (20) Lease Years thereafter ("**Expiration Date**"). When the Commencement Date occurs, Company and Customer shall execute a Commencement Memorandum in the form attached as **Exhibit "A,"** memorializing the Commencement Date and other relevant information as specified the Memorandum. If the Equipment shall be installed in phases as aforesaid, then a Commencement Date Memorandum shall be executed by the parties at the completion of each phase. For purposes of this Lease, the term "**Lease Year**" shall mean successive periods of twelve (12) consecutive months, beginning on the Commencement Date, throughout the Initial Term and any Renewal Terms that come into existence. The Equipment shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company's sole and absolute discretion.
- d. Customer Delays. There shall be no extension of the Estimated Completion Date, Commencement Date, or Expiration Date if installation of the Equipment has not been substantially completed on the Estimated Completion Date by reason of any delay attributable to Customer ("**Customer Delays**"). The term "**Customer Delays**" means any acts or omissions of Customer or its agents, employees, vendors or contractors that delay completion of the installation of the Equipment, including, without limitation: (a) Customer's failure to furnish any information or approvals which Company requests in connection with Company's design and installation of the Equipment within (five) 5 business days after Customer's receipt of such request; (b) any change order initiated by Customer, unless an extension of time is mutually agreed to in a written change order signed by Company and Customer, (c) performance of work on the Installation Site by Customer or Customer's contractor(s) during the performance of Company's installation of the Equipment; or (d) failure by Customer or Customer's contractors to complete any prior or simultaneous construction, installation, or other work necessary for installation of the Equipment by Company.
- e. Renewal Terms. Subject to the provisions of this subsection, Company hereby grants Customer the option to renew and extend the Initial Term on the same terms, conditions and provisions as contained in this Lease, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty

(60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”). If exercised in accordance herewith, the first Renewal Term shall commence on the first (1st) day after the Expiration Date and the second Renewal Term on the day after expiration of the first Renewal Term. The Initial Term and each Renewal Term that comes into existence are collectively referred to in this Lease as the “**Term**.” The option to elect a Renewal Term shall be exercisable, if at all, in the following manner:

i. Not fewer than six (6) months prior to the Expiration Date of the Initial Term, and of the first Renewal Term if it comes into existence, Customer, by written notice to Company (“**Extension Notice**”) may exercise Customer's option to extend for a Renewal Term. If the option to extend the Initial Term or the first Renewal Term is not extended in the aforesaid manner, the Term and Customer's rights hereunder and its rights to use and possess the Equipment shall expire on the Expiration Date, as the same may have been previously extended.

ii. If Customer delivers an Extension Notice as aforesaid, the Term shall be extended on the same terms, conditions and provisions as contained herein, provided that Rent during the Renewal Term shall be in the amounts described in Section 3 below, and there shall be no other or additional Renewal Terms than those initially specified in this Lease.

iii. A Renewal Term may not be exercised by Customer if an Event of Default (as defined below) has occurred and is then continuing under this Lease.

### **3. Quarterly Rent Payments; Security Deposit.**

- a. Rent. During the Initial Term of this Lease, Customer shall pay Company quarterly Rent for the rental and use of the Equipment (or such portion of the Equipment as shall be contained in any completed phase of the Installation Site) and accompanying provision of services, in advance, as follows (“**Rent**”). The Rent payable in each quarter of the first Lease Year of the Initial Term shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational street light per month, together with all applicable sales, excise, rental, and use taxes. With respect to any street light that is mechanically complete and operational for a period less than an entire month, the rent for such partial month shall be prorated based on the number of days in the month during which the street light was mechanically complete and operational compared in proportion to the total number of days in the month.
- b. Price Index Defined. For purpose of this Lease and the following provisions, the term “**Price Index**” means mean the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor, for the “South Region,” “All Items,” (1982-84=100) or any successor or substitute index, appropriately adjusted. In the event that the Price Index ceases to use 1982-84=100 as the basis of calculation, then the Price Index shall be converted to the figure that would have been calculated as nearly as shall be practical had the manner of calculating the Price Index in effect at the date of this Lease not been altered.
- c. Annual Rent Redetermination. Effective as of the annual anniversary of the Commencement Date in each Lease Year subsequent to the first Lease Year during the Term of this Lease, Company shall have the right, upon written notice to Customer, to increase the Rent payable hereunder by an amount equal to the GREATER of (i) three percent (3%) of the Rent payable during the immediately preceding Lease Year, or (ii) the percentage increase of the Price Index for the second month preceding the Lease Year for which the determination is being made, over the Price Index for the same month preceding the beginning of the previous Lease Year (or the Commencement Date in the case of the first Lease Year) (“**Percentage Increase**”). The Percentage Increase shall be multiplied by the Rent charged per street

light for the previous Lease Year and added to such Rent to produce the applicable Rent per street light for the Lease Year of determination. Customer covenants and agrees that such escalated Rent shall thereafter be payable in equal quarterly installments, until the next escalation date pursuant to the terms of this Lease. Company is not obligated to increase the Rent for any Lease Year; provided, however, if Company waives an increase in Rent for any Lease Years, the Percentage Increase shall be cumulative in application to any subsequent Lease Year in which Company announces the collection of an increase.

- d. Example. The following formula illustrates the intentions of the parties hereto as to the computation of the aforementioned escalation of Rent:

$$\frac{\text{Price Index}_2 - 1}{\text{Price Index}_1} = (\% \text{ Change in Price Index}) \times (\text{Prior Lease Year Rent}) + (\text{Prior Lease Year Rent})$$

= Rent for Prospective Lease Year

- e. The following examples illustrate the application of the above formula:

- **Example 1.** Assume that the Rent for a Lease Year ending April 30, 2022 is \$50,000.00 (all street lights having been installed), the applicable Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 253.072. Therefore,  $253.072 \div 247.867 = 1.021 \times \$50,000 = \$51,050$ . However, at Company's option, because three percent (3%) of \$50,000 is \$1,500, therefore Company is entitled to escalate the Rent to \$51,500.00, which would become the Rent for the new Lease Year beginning May 1, 2022.
- **Example 2.** Assume the same facts as above, except that the Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 263.072; Therefore,  $263.072 \div 247.867 = 1.061 \times \$50,000 = \$53,067.17$ , which becomes the Rent for the new Lease Year beginning May 1, 2020.
- **Example 3.** Assume the same facts as in Example 2 above, except that Company did not announce a Rent increase for 2021 and, during such period, continued to collect the Rent amount payable for Lease Year 2020. The Rent due for Lease Year 2022 would be the same as in Example 1, based on the amount of the Rent that would have been collected during the Lease Year for which collection was waived.

- f. Unavailability of Price Index. In the event that the Price Index for any particular Lease Year is unavailable as of the date of determination of the annual Rent, Customer shall continue to make quarterly Rent payments based on the quarterly installments calculated for the preceding escalation of Rent until such Price Index is made available, at which time the Rent shall escalate in accordance with this section, and Customer shall make a retroactive payment to Company equal to the difference between (i) the Rent due from the date the first increase in Rent became effective until the increase was finally computed and (ii) the Rent actually paid by Customer from the date the increase became effective until the date such increase was finally computed. In no event shall the Rent in a given year be less than the Rent for the immediately preceding year.
- g. Invoices for Rent. For the convenience of Customer only, Company may invoice Customer quarterly, stating (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease, and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue an invoice or any inaccuracy in any invoice.

Any delay or failure of Company in computing or billing Customer for the escalation of annual Rent as provided herein shall not constitute a waiver of or in any way impair the continuing obligation of Customer to pay such escalation of annual Rent hereunder.

- h. Obligation to Pay Escalated Rent. Customer's obligation to pay the escalated Rent pursuant to this subsection shall continue and shall cover all periods through and including the Expiration Date, and shall survive any expiration or termination of this Lease.
- i. Payment Dates for Rent. Except for the first installment of Rent (which shall be payable on the Commencement Date), Rent shall be payable in equal quarterly installments in advance on the first (1<sup>st</sup>) day of each calendar month of each Lease Year of the Term. Rent payable for any partial month shall be prorated on a per diem basis, based upon a thirty (30) day month. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Notwithstanding any provision of this Lease to the contrary, however, Rent shall not be payable during the period from the date of execution of this Lease until the Commencement Date.
- j. Rent Delinquencies. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Company's additional administrative costs and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%). The rate of interest determined pursuant to the preceding sentence is sometimes hereinafter referred to as the "**Maximum Interest Rate.**" Such late charges and interest will be due and payable upon demand, and will accrue from the date that such Rent late charges or other sums are payable under the provisions of this Lease until actually paid by Customer. Such late charges and interest shall not be considered the granting of a grace period. Customer shall also pay all applicable Florida sales, excise, franchise, privilege, and use tax levied on Rent.
- k. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of street lights to be installed pursuant to this Lease ("**Security Deposit**"). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, but without prejudice to any other rights which Company may have, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. If all or any part of the Security Deposit is so applied, Customer shall restore the Security Deposit to its original amount on demand of Company. Subject to the provisions of this subsection, within thirty (30) days following termination of this Lease, if Customer is not then in default or if no default would occur after a lapse of time, the Security Deposit will be returned by Company to Customer.
- l. Taxes. Customer shall either pay or reimburse Company for any and all Taxes (as hereafter defined) assessed on the Rent or the Equipment, including without limitation any tangible personal property taxes on the Equipment levied by any governmental authority. For purposes of this Section 3(l), "Taxes" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to



the lease of the Equipment under this Lease, which shall be Company's responsibility. Customer shall show Company as the owner of the Equipment on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon request.

#### 4. Conditions to Obligations.

- a. Conditions to Company's Obligations. Company's obligations under this Lease are conditioned on the satisfaction of the following conditions by Company ("**Conditions**"):
  - i. Completion of a physical inspection of the Installation Site, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Installation Site for the Equipment; Approval of (A) this Lease and (B) the Construction Agreement (if any) for the Equipment by all parties providing debt or equity financing to Company in connection with its acquisition, design, installation, or construction of the Equipment ("**Company's Financing Parties**"). "**Construction Agreement**" as used in this subsection means any agreement between Company and any contractor or subcontractor to install the Equipment;
  - ii. Receipt of all necessary zoning, land use and building permits by Company and/or any contractor of subcontractor performing work or services under the Construction Agreement.
- b. Failure of Conditions. If any of the conditions listed in subsection (a) are not satisfied within a reasonable time after the date of this Lease, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Company may terminate this Lease upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Lease.
- c. Commencement of Construction. Company's obligation to commence construction and installation of the Equipment is conditioned on Company's receipt of (A) proof of insurance for all insurance required to be maintained by Customer under this Lease, (B) written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Lease for as long Company is not in default hereunder and (C), a signed and notarized original copy of an original grant of easement, executed and delivered by Customer, in recordable form, substantially in the form attached hereto as **Exhibit "B"** (the "**Easement Agreement**").

#### 5. Equipment Design and Approval.

Based on written Equipment design specifications provided by Customer in consultation with Company for installation of the Equipment at the Installation Site, Company shall prepare and provide Customer with a copy of a final design sketch with pole identification numbers at least ten (10) business days prior to the commencement of installation. If Company is unable to provide some or all of the Equipment selected by Customer or Company is unable to install the Equipment in reasonable proximity to the locations identified in Customer's original design specifications, Company shall note any material deviations from Customer's original design specifications or equipment selections in the final design sketch. If the final design sketch has been provided to Customer, as required immediately above, and Customer has not advised Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then Customer will be deemed to have consented to the configuration and installation of Equipment

pursuant to the final design sketch. If, however, Customer advises Company of specific changes to the final design sketch, then representatives of Customer and Company shall meet and use reasonable efforts to resolve any disagreement regarding such changes promptly. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, THE EQUIPMENT INSTALLATION DESIGN, AND THE INSTALLATION OF THE EQUIPMENT ITSELF, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

#### **6. Change Orders.**

The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Commencement Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash in advance as a condition of any such change order.

#### **7. Damages During Construction.**

Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by Customer, its agents, employees, or authorized representatives during construction of Customer's facilities, including, but not limited to, costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment. Any damage or loss during installation of Equipment caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

#### **8. Customer Information and Preparation; Indemnification.**

- a. Information Provided By Customer. Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities, including, but not limited to: sanitary and storm water pipes, septic tanks, potable and irrigation wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, "**Underground Facilities**") at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site.
- b. Damage to Underground Facilities. Any and all cost or liability for damage to Underground Facilities caused by Company that were not properly identified by Customer, as described under this Paragraph, shall be paid by Customer. Except for those claims, losses and damages arising out of Company's sole negligence, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the "**Company**" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

- c. Sovereign Immunity. Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of Customer 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 Lease 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.

## 9. Environmental Attributes and Environmental Incentives.

- a. Ownership of Environmental Attributes. Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all Tax Credits (as defined below), and Customer's lease of the Equipment under this Lease does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Equipment, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Equipment in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Customer shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Company. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company.
- b. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Equipment, the production of electrical energy from the Equipment and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Customer and Company shall file all tax returns in a manner consistent with this Section. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products, if and to the extent any of the foregoing are applicable.
- c. "Environmental Incentives" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Equipment, environmental benefits of using the Equipment, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Equipment or any Governmental Authority.
- d. "Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial,

public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

- e. **“Tax Credits”** means any and all (a) investment tax credits, and (b) similar tax credits or grants under federal, state or local law relating to the construction, ownership or use of energy from the Equipment.

#### **10. Non-Standard Service Charges.**

Customer shall pay all costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications, including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of quarterly Rent due from Customer.

#### **11. Maintenance and Repair; Limitation on Damages.**

- a. **Regular Maintenance.** Regular maintenance of the Equipment according to industry standard best practices for maintenance such as quarterly cleaning of LED light covers and updating of the software shall be the obligation of Customer. Company shall provide Customer with the names and contact information of licensed and insured professional vendors who will perform such maintenance, Customer shall contract with such vendors promptly, and shall pay the recurring fees of the vendor(s) promptly when due.
- b. **Repairs and Replacements.** Company shall cause all other repairs and replacements to the Equipment to be made to keep the Equipment in reasonable operating order and repair. In connection with the foregoing, Company shall furnish, repair, and replace, as necessary, at its expense, all electric light, luminaires, storage batteries, solar panels, support poles, and lighting control equipment which are a part of the Equipment. Notwithstanding the foregoing provisions of this subsection b., if any part of the Equipment is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, or any owner, tenant, or occupant of a lot or parcel in the project of which the Installation Site is a part (or their respective invitees), (collectively, **“Customer Responsible Parties”**), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer upon demand by Company. Alternative, in such event, Company shall have the right to require Customer to repair or replace the Equipment using vendors approved by Company, in the reasonable judgment of Company, at Customer’s expense.
- c. **Emergency Repairs or Replacements.** If, in any emergency, it shall become necessary for Company to make any repairs or replacements required to be made by Customer as aforesaid, Company may enter upon the Installation Site, or any portion thereof, and proceed forthwith to have the repairs or replacements made and pay the costs thereof. In such event, Company shall use reasonable efforts to notify Customer of the date, time, and facts surrounding such entry as soon as reasonably possible after the emergency condition is abated. If the emergency condition was caused by any act or omission of Customer or any Customer Responsible Parties, or if the nature of the repair is within Customer’s responsibility under this Lease, then, upon demand, Customer shall reimburse Company for the reasonable cost of making the repairs. Customer shall promptly notify Company of any matters of

which it is aware pertaining to any damage to or loss of use of the Equipment or that could reasonably be expected to adversely affect the Equipment.

- d. Suspension of Operations. Notwithstanding anything to the contrary herein, Company shall be entitled to suspend operation of the Equipment for the purpose of maintaining and repairing the Equipment, and such suspension of operation shall not constitute a breach of this Lease; provided, however, that Company shall use commercially reasonable efforts to minimize any interruption in operation to Customer.
- e. Exculpation. Company shall not be liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by all or part of the Equipment or the use or maintenance thereof; the repairs, servicing or adjustments thereto, loss of use thereof; any loss of business or business damage, any complete or partial failure or interruption of service, any shut down for repairs or adjustments, any delays in providing or restoring service, or failure to warn of any interruption of service or lighting, including any of the foregoing attributable to the negligence of Company.
- f. Alterations or Improvements. Customer shall not make any alterations or repairs to the Equipment without Company's prior written consent, in Company's sole discretion. If Customer wishes to make such alterations or repairs, Customer shall give prior written notice to Company, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Company the opportunity to advise Customer in making such alterations or repairs in a manner that avoids damage to the Equipment, but, notwithstanding any such advice, Customer shall be responsible for all damage to the Equipment caused by Customer or its contractors. To the extent that temporary disconnection or removal of the Equipment is necessary to perform such alterations or repairs, such work and any replacement of the Equipment after completion of Customer's alterations and repairs, shall be done by Company or its contractors at Customer's cost. If and to the extent permitted by Company, all of Customer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- g. Insolation. Customer understands that unobstructed access to sunlight ("**Insolation**") is essential to the proper performance of the Equipment and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Equipment's Insolation. If Customer becomes aware of any activity or condition that could diminish the Insolation of the Equipment, Customer shall notify Company immediately and shall cooperate with Company in preserving the Equipment's existing Insolation levels.

## **12. Outage Notification.**

Customer shall be responsible for monitoring the function of the Equipment and shall notify Company promptly of any Equipment malfunctions and outages.

## **13. Vandalism.**

Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense, and at Company's discretion, Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

## **14. Tree Trimming.**

Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaires and poles may cause a delay in requested repairs or required maintenance.

#### **15. Ownership of Equipment.**

The Equipment shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture. Any claim that Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that Customer or anyone claiming through Customer now has or may hereafter have with respect to the Equipment by law, agreement or otherwise. Upon request of Company, Customer shall, promptly advise Company in writing of the exact location of any portion of the Equipment and shall give Company prompt notice of any removal of any portion of the Equipment from its location as installed by Company.

#### **16. Attachments.**

In no event shall Customer, place upon or attach to the Equipment, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

#### **17. Equipment Damage and Insurance.**

a. Equipment Damage. If the Equipment is damaged or destroyed other than by the negligence or willful misconduct of Customer or any Customer Responsible Parties, Company shall promptly repair, restore, or replace the Equipment, to its pre-existing condition, and shall have the right to use all proceeds of insurance payable in connection with the damage or destruction for repair, replacement or restoration purposes. Any loss or damage that is not the responsibility of Company to restore or repair as aforesaid shall be promptly repaired or replaced by Company at the expense of Customer, and Customer shall pay the cost of such repairs or replacements promptly within thirty (30) days after receipt of an invoice from Company. Notwithstanding the foregoing, however, if more than fifty percent (50%) of the Equipment is destroyed during the last five (5) years of the Initial Term or during any Renewal Term, Company may elect, at its sole option, either to (A) restore, repair, or replace the destroyed portion of the Equipment, or (B) Company may terminate this Lease, whereupon Company shall be entitled to receive an assignment of the insurance proceeds payable in respect of the damage or destruction, and the provisions of this Lease with respect to abandonment or removal of the Equipment upon expiration of this Lease in Section 21 shall be applicable.

b. Insurance Coverages.

i. By Company. Company shall procure and maintain policies of insurance, at its own cost and expense, as follows:

A. Commercial General Liability Insurance coverage naming Company as insured and Customer as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate

- Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments

B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in subsection i.A.

C. All Risk Property Insurance, insuring against loss or damage by fire, windstorm, flood, malicious mischief, vandalism, and all other insurable casualties insured by a full and complete extended coverage endorsement for not less than one hundred percent (100%) of the full replacement cost of the Equipment, as determined by Company, and naming Company as the primary insured and loss payee under such policy. Employer's liability insurance with coverage of at least \$1,000,000; and

D. Workers' compensation insurance as required by law.

ii. By Customer. Customer shall procure and maintain policies of insurance, at its own cost and expense, as follows:

A. Commercial General Liability Insurance coverage naming Customer as insured and Company as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate - Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments

B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in Section ii. A above.

c. Requirements of Policies of Insurance. All policies referred to above shall: (i) be issued by insurers licensed to do business in Florida and reasonably acceptable to Company; and (ii) be in a form reasonably satisfactory to Company. Customer shall furnish Company with certificates of insurance evidencing the coverage required by this Lease with an additional insured endorsement on ISO form CG 20 11 01 96, or equivalent form. If (i) Customer fails to take out or to keep in force any insurance referred to in this Section or should any such insurance not be approved by Company, and (ii) Customer does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Company to Customer specifying the nature of such omission, then Company shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Customer and all outlays by Company shall be paid by Customer to Company, without prejudice to any other rights or remedies of Company under this Lease.

d. Waivers of Subrogation. Except as otherwise provided herein, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either Customer or Company, or anyone claiming by, through, or under either of them, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required to be insured) hereby waives any claims against and releases the other party from any liability said other party may have on account of

such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required). The parties agree to furnish to each insurance company which has issued or will issue policies of casualty insurance on the Building, written notice of said waivers and to have the insurance policies properly endorsed, if necessary, to acknowledge such subrogation waivers.

#### **18. Light Trespass.**

Customer acknowledges and agrees that Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection, unless Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a partial termination prior to the expiration of the Initial Term and Customer promptly shall pay Company the damages specified under Section 20 (Default) below therein for any Equipment that must be removed.

#### **19. Assignment and Financing.**

- a. Assignment. This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Equipment, and all Rent and other sums due or to become due under this Lease. Company's Financing Parties, including any bank or other lending institution to which this Lease may be assigned or pledged from time to time, shall be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall such Lender be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the Equipment and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Equipment. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Equipment.
- b. Financing. The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company's Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Equipment, as well as any person to whom Company has transferred the ownership interest in the Equipment, subject to a leaseback of the Equipment from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to this Section 19, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company's Financing Parties.



- c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Equipment and/or administrative services with respect to this Lease (the "Successor Provider"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

**20. Default.** Each of the following shall constitute an "**Event of Default**" under this Lease:

- a. Rent. Customer's failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days after written notice from Company; Other Default. A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Equipment or the party's rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;
- b. Removal of Equipment, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Equipment from the Installation Site;
- c. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.
- d. Remedies. If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Company may terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, provided, however, that Customer will remain liable for all Rent and other sums and charges due hereunder through the end of the Term and all damages resulting from Customer's default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Equipment; provided, however, that any such re-letting shall be at Company's sole discretion. Company may enter upon the Installation Site to take possession of and remove the Equipment, and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Equipment removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for

the Equipment for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Lease for the account of Customer and may, upon not fewer than twenty-four (24) hours prior notice to Customer (except that no notice shall be required during an emergency) enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

## **21. Disposition of Equipment at Expiration or Termination of Lease.**

- a. Removal or Abandonment. Upon the expiration or earlier termination of this Lease, Company may elect, at its sole option, either to remove all of the Equipment on a mutually convenient date, but in no event later than ninety (90) days after the expiration or termination of the Lease ("**Return Date**") or to abandon the Equipment in place, in which latter case the Equipment shall become the property of Customer. Any removal shall be at Company's expense, unless the termination is due to a default by Customer or damage to the Equipment by Customer or a Customer Responsible Party resulting in a termination of this Lease under subsection 17.a. If Company elects to remove the Equipment, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Equipment, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Equipment removal.
- b. Inspection of Equipment. Prior to any removal of the Equipment, if Company elects to remove it as aforesaid, Company shall inspect the Equipment to determine if it has been damaged by Customer or any party for which Customer is legally responsible. If the results of such inspection indicate that the Equipment, or any component thereof, has been damaged Customer shall pay to Company within ten (10) days of demand, the estimated cost ("**Estimated Cost**") of servicing or repairing the Equipment or components thereof. The Estimated Cost shall be determined by Company by obtaining two quotes for such service or repair work and taking their average. Customer shall bear the cost, if any, incurred by Company in obtaining such quotes.
- c. Holdover of Equipment. If Company elects to remove the Equipment, and Customer fails to permit Company to retrieve the Equipment on the Return Date, Company shall be entitled to damages equal to the higher of (i) the quarterly Rent for the Equipment, pro-rated on a per diem basis, for each day the Equipment is retained beyond the Return Date; or (ii) the daily fair market rental for the Equipment on the Return Date. Such damages for retention of the Equipment after the Return Date shall not be interpreted as an extension or reinstatement of the Term.
- d. Retention of Rights. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

## **22. Representations, Warranties, and Covenants.**

- a. General Representations and Warranties. Each party represents and warrants to the other the following as of the Effective Date:

- i. Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such party to own its assets, carry on its business and to execute and deliver this Lease; and such party is in compliance with all laws that relate to this Lease in all material respects.

b. Customer's Representations and Warranties and Covenants. Customer represents and warrants to Company the following as of the Effective Date and covenants that throughout the Term:

- i. Other Agreements. Neither the execution and delivery of this Lease by Customer nor the performance by Customer of any of its obligations under this Lease conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.
- ii. Accuracy of Information. All information provided by Customer to Company, as it pertains to the Installation Site's physical configuration, Customer's planned use of the Installation Site, and Customer's estimated electricity requirements, is accurate in all material respects.

## **23. Force Majeure.**

Notwithstanding any foregoing provisions of this Lease to the contrary, Company shall be entitled to an extension of the time to complete installation of the Equipment equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. "Force Majeure" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

## **24. Notices.**

All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

## **25. Attorneys' Fees and Costs.**

If, as a result of any breach or default in the performance of any of the provisions of this Lease, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys' and paralegal assistants' fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

#### **26. No Waiver.**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of payment or performance by either party hereunder shall not be deemed to be a waiver of any preceding breach by the other party of any term, covenant, or condition of this Lease, other than the failure of Customer to pay the payment when due, regardless of the party's knowledge of such preceding breach at the time of acceptance of such payment or performance. No covenant, term, or condition of this shall be deemed to have been waived by a party, unless such waiver be in writing and signed by the party to be charged with a waiver.

#### **27. General.**

No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. A counterpart of this Lease transmitted by facsimile or other electronic means will, if it is executed, be deemed in all respects to be an original document, and any facsimile other electronic signature shall be deemed an original signature and shall have the same binding legal effect as an original executed counterpart of this Lease. The caption of each Section of this Lease is for convenience and reference only and in no way defines, limits or describes the scope or intent of such article or of this Lease. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

**CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.**

#### **28. Applicable Law; Venue.**

This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

#### **29. True Lease Instrument.**

Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code ("UCC") and not a Disguised Security Interest (as defined below). Company has and

shall have title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity or interest in the Equipment other than its leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. "**Disguised Security Interest**" means a sale of the equipment subject to a security interest under Article 9 of the UCC to secure the purchase price of the equipment.

### **30. Recordation.**

This Lease shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Lease, a Memorandum of Lease in the form attached as **Exhibit "C."** Such Memorandum of Lease shall be recorded by Company and its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

### **31. Public Records.**

As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease term and following completion of this Lease if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Lease and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT PAUL.CUSMANO@DPFG.COM OR BY REGULAR MAIL AT 15310, AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.**

**32. Florida Sales Tax.** Company acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.

**33. Governmental Compliance.** The Company shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services hereunder. Within three business (3) days following receipt, any party shall each promptly deliver and provide

to the other party copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to the services hereunder.

**34. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Company represents that in entering into this Lease, the Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Company is placed on the convicted vendor list, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.

**35. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that in entering into this Lease, the Company has not been designated as a “scrutinized company” under the statute and, in the event that the Company is designated as a “scrutinized company”, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.


**36. No Violation of Bond Covenants; No Impact on Public Facility.** Nothing contained in this Lease shall operate to violate any of the covenants set forth in any document related to Customer’s issuance of tax-exempt bonds (the “**Bond Documents**”). In the event any or all of the obligations contained in this Lease would constitute a violation of a Customer’s bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the parties agree to negotiate revisions to this Lease to avoid such violations while maintaining the parties’ intent in entering into this Lease.

*[Executions by the parties follow immediately on next page]*

*[Signature Page for Company]*

**GIG FIBER, LLC,**  
a Delaware limited liability company

  
\_\_\_\_\_  
Witness   
\_\_\_\_\_  
Print Witness Name

By:   
\_\_\_\_\_  
John M. Ryan  
Its Manager


“COMPANY”

  
\_\_\_\_\_  
Witness  
Christie Davis  
\_\_\_\_\_  
Print Witness Name



*[Signature Page for Customer]*

**HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT,**

a local, special-purpose government district  
authorized under Chapter 190 of the Florida Statutes

  
\_\_\_\_\_  
Witness   
\_\_\_\_\_  
Print Witness Name

Print Witness Name

  
\_\_\_\_\_  
Witness   
\_\_\_\_\_  
Print Witness Name

Print Witness Name

By:   
\_\_\_\_\_  
Michael Lawson  
Its Chairman

“CUSTOMER”



**EXHIBIT "A"**

**COMMENCEMENT DATE MEMORANDUM**

THIS COMMENCEMENT DATE MEMORANDUM ("Commencement Date Memorandum") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ ("Company") and \_\_\_\_\_ ("Customer"), wherein Company and Customer have entered into that Lease, dated \_\_\_\_\_, 20\_\_ (the "Lease"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as described in the Lease.

WITNESSETH:

WHEREAS, Company and Customer wish to confirm and memorialize the Commencement Date and the Expiration Date as defined in the Lease, as well as other material terms of the Lease.

NOW THEREFORE, Company and Customer agree as follows:

- (1) The Commencement Date as defined in the Lease is established to be \_\_\_\_\_, 20 .
- (2) The Expiration Date as defined in the Lease is established to be \_\_\_\_\_, 20 .
- (3) The initial Rent is established to be \$ \_\_\_\_\_ per \_\_\_\_\_, subject to adjustment in accordance with the Lease.
- (4) The installation of the Equipment on the Installation Site as required by the Lease has been substantially completed.
- (5) Customer has accepted the condition of the Equipment pursuant to the terms of the Lease.

Except as described herein, all terms and conditions of the Lease are and shall remain in full force and effect.

COMPANY:

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

CUSTOMER:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT “B”**  
**STREET LIGHT EASEMENT**

Prepared by and to be returned to:  
John Vericker, Esq.  
Straley Robin  
Vericker 1510 W.  
Cleveland Street  
Tampa, FL 33606

### **STREET LIGHT EASEMENT**

**THIS STREET LIGHT EASEMENT** ("Easement") is granted this \_\_\_\_\_, by the **Hidden Creek Community Development District**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes, whose mailing address is 15310 Amberly Drive, Tampa, Florida 33647 and (the "**Grantor**").

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant a non-exclusive easement to Gig Fiber, LLC (the "**Grantee**"), the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF

(This Easement was prepared at the request of the Grantor without the  
benefit of a title search.)

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be duly executed on the  
date first written above.

**[Signatures on Following Page.]**

Signed, sealed and delivered in the presence of:

**HIDDEN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Michael Lawson  
Chair of the Board of Supervisors

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this\_\_day of\_\_\_\_\_, \_\_\_\_, by Michael Lawson, as Chair of the Board of Supervisors of the Hidden Creek Community Development District, on behalf of the District. He/she is personally known to me or has produced \_\_\_\_\_(type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
\_\_\_\_\_

(Print, Type or Stamp Commissioned Name of Notary Public)

Signed, sealed and delivered in the presence of:

**GIG FIBER, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this\_\_\_\_ day of\_\_\_\_, 2019, by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced\_\_(type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**EXHIBIT "A" (to Easement)**

**Legal Descriptions**

Tract G of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Pages 11 through 17, of the public records of Hillsborough County, Florida; and

Tract I of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Pages 35 through 42, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Pages 235 through 241, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3B according to the plat thereof, as recorded in Plat Book 135, Pages 53 through 56, of the public records of Hillsborough County, Florida; and

Tract L of Forest Brooke AA Phase 1A, 1B and Collector Road 1<sup>st</sup> Extension according to the plat thereof, as recorded in Plat Book 130, Pages 148 through 157, of the public records of Hillsborough County, Florida.

**EXHIBIT “C”**

**MEMORANDUM OF SOLAR EQUIPMENT LEASE**



PREPARED BY AND AFTER RECORDING  
RETURN TO:  
David R. Brittain, Esq.  
Trenam Law  
P.O. Box 1102  
Tampa, FL 33601-1102

[Space Above This Line for Recording Information]

### MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE (“Memorandum”), executed this day of February, 2019, by and between **GIG FIBER, LLC**, a Delaware limited liability company (“hereinafter, the Company”), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, FL 33607 and **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the “Customer”), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

#### WITNESSETH:

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the “Equipment Lease”), dated and having an effective date as of April 2, 2019 (the “Effective Date”), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

One hundred eighty (180) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Equipment Lease (collectively, the “Equipment”), located on that certain real property legally described in **Exhibit “A”** attached (the “Installation Site”); and

**WHEREAS**, Customer has granted to Company that certain Easement on, over, and across the Installation Site, dated as of \_\_\_\_\_, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Equipment Lease, for the support, operation, maintenance, repair, and replacement of the Equipment; and

**WHEREAS**, Company and Customer have entered into this Memorandum to memorialize in the Public Records of Hillsborough County, Florida, the rights and obligations of Company and Customer under the terms of the Equipment Lease;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Equipment Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Equipment Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Equipment.

2. Rental. The amount of the rental and other consideration payable are set forth in the Equipment Lease.

3. Term. The initial term of the Equipment Lease shall be for twenty (20) years commencing on the Commencement Date, as defined in the Equipment Lease ("Initial Term")

4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Equipment Lease for successive sixty (60) month periods (each, a "Renewal Term"), with the first such Renewal Term, if exercised, commencing immediately upon the expiration of the Initial Term and the second such Renewal Term, if exercised, commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Equipment Lease.

5. Additional Terms. Company and Customer acknowledge and agree that the Equipment Lease is in full force and effect. The Equipment Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Equipment Lease, the terms of the Equipment Lease shall control.

6. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

*[Signatures and acknowledgments follow immediately on next page]*

*[Signatures and acknowledgments for Company]*

**GIG FIBER, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

STATE OF FLORIDA

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

THE FOREGOING INSTRUMENT was acknowledged before me this\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2019 by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability  
company, on behalf of the company. He or She is *[check applicable]*\_ personally known to  
me, or produced a valid driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(AFFIX NOTARY SEAL BELOW)

*[Signatures and acknowledgments for Customer]*

**HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government, created  
and established under Chapter 190, Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

Michael Lawson  
Chairman

“CUSTOMER”

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA

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

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, 2019 by  
Michael Lawson, as Chairman of the Board of Supervisors of the Hidden Creek Community  
Development District, on behalf of the District. He is *[check applicable]* personally known to  
me, or produced a valid driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public

(AFFIX NOTARY SEAL BELOW)

**EXHIBIT "A" (to Lease)**  
Description of Installation Site

Tract G of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Pages 11 through 17, of the public records of Hillsborough County, Florida; and

Tract I of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Pages 35 through 42, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Pages 235 through 241, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3B according to the plat thereof, as recorded in Plat Book 135, Pages 53 through 56, of the public records of Hillsborough County, Florida; and

Tract L of Forest Brooke AA Phase 1A, 1B and Collector Road 1<sup>st</sup> Extension according to the plat thereof, as recorded in Plat Book 130, Pages 148 through 157, of the public records of Hillsborough County, Florida.

**EXHIBIT “D”**

**FORM OF AMENDMENT TO SOLAR EQUIPMENT LEASE**

## AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE

THIS AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE ("Amendment"), executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GIG FIBER, LLC**, a Delaware limited liability company ("hereinafter, the Company"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, FL 33607 and **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the "Customer"), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

### WITNESSETH:

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "Equipment Lease"), dated and having an effective date as of April 2, 2019 (the "Effective Date"), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

One hundred eighty (180) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Equipment Lease (collectively, the "Original Equipment"), located on that certain real property legally described in **Exhibit "A"** attached (the "Installation Site"); and

**WHEREAS**, Customer has granted to Company that certain Easement on, over, and across the Installation Site, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Equipment Lease, for the support, operation, maintenance, repair, and replacement of the Equipment; and

**WHEREAS**, Company and Customer wish to amend the Equipment Lease to memorialize the lease and rental of \_\_\_\_\_ (\_\_\_\_) additional solar street lights my Customer from Company (collectively, the "Additional Equipment"), all which shall become part of the Equipment described in the Equipment Lease, and to modify the economic, financial and legal terms of the Equipment Lease to cover such addition to the Equipment.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in the Equipment Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Equipment Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the following:

[Number] \_\_\_\_\_ ( ) [Manufacturer] \_\_\_\_\_  
[Model and Series] \_\_\_\_\_ LED Solar Street Lights,  
including all luminaires, storage batteries, support poles, lighting control equipment,  
hardware, software, and related equipment and fixtures, all which shall be included in  
the term "Equipment" as described in the Equipment Lease, to be installed by  
Company and located on that certain real property legally described in Exhibit "A"  
attached (the "Additional Installation Site")

2. Rental. The Rent payable in each quarter of the first Lease Year of the Initial Term shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational additional street light per month, together with all applicable sales, excise, rental, and use taxes. The Security Deposit under the Lease shall be increased by One Hundred Dollars (\$100.00) multiplied by the number of street lights to be installed pursuant to this Amendments. All of the terms relating to payment and future escalation of rent, and the additional Security Deposit to be provided by Customer to Company in respect of the Additional Equipment, as provided under Section 3 of the Lease, shall apply to the Additional Equipment.
3. Term. The Initial Term of the Equipment Lease and Renewal Terms hereof shall be modified as follows: \_\_\_\_\_.  
The Term of this Lease and Renewal Terms shall not be amended except as expressly provided in the previous sentence.
4. All provisions of the Lease pertaining to design, installation, use, operation and repair of the Equipment shall apply to the Additional Equipment; provided, however, that for purposes of Section 4-8 of the Equipment Lease, the Conditions and other obligations provided therein shall apply to Company's obligations with respect to the Additional Equipment from and after the date of this Amendment.
5. Additional Terms. Company and Customer acknowledge and agree that the Equipment Lease is in full force and effect and without modification, except as amended by this Amendment and any amendment previous hereto. The Equipment Lease in its original form is specifically incorporated by reference herein and made a part hereof.
6. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

*[Signatures follow immediately on next page]*



*[Signatures and acknowledgments for Company]*

**GIG FIBER, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

*[Signatures and acknowledgments for Customer]*

**HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government, created  
and established under Chapter 190, Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
Michael Lawson  
Chairman

“CUSTOMER”

**EXHIBIT 6.**

PREPARED BY AND AFTER RECORDING  
RETURN TO:  
David R. Brittain, Esq.  
Trenam Law  
P.O. Box 1102  
Tampa, FL 33601-1102

\_\_\_\_\_[Space Above This Line for Recording Information]\_\_\_\_\_

## **MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE**

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("Memorandum"), executed this day of February, 2019, by and between **GIG FIBER, LLC**, a Delaware limited liability company ("hereinafter, the Company"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, FL 33607 and **HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the "Customer"), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

### **WITNESSETH:**

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "Equipment Lease"), dated and having an effective date as of April 2, 2019 (the "Effective Date"), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

One hundred eighty (180) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Equipment Lease (collectively, the "Equipment"), located on that certain real property legally described in **Exhibit "A"** attached (the "Installation Site"); and

**WHEREAS**, Customer has granted to Company that certain Easement on, over, and across the Installation Site, dated as of \_\_\_\_\_, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Equipment Lease, for the support, operation, maintenance, repair, and replacement of the Equipment; and

**WHEREAS**, Company and Customer have entered into this Memorandum to memorialize in the Public Records of Hillsborough County, Florida, the rights and obligations of Company and Customer under the terms of the Equipment Lease;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Equipment Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Equipment Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Equipment.
2. Rental. The amount of the rental and other consideration payable are set forth in the Equipment Lease.
3. Term. The initial term of the Equipment Lease shall be for twenty (20) years commencing on the Commencement Date, as defined in the Equipment Lease ("Initial Term")
4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Equipment Lease for successive sixty (60) month periods (each, a "Renewal Term"), with the first such Renewal Term, if exercised, commencing immediately upon the expiration of the Initial Term and the second such Renewal Term, if exercised, commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Equipment Lease.
5. Additional Terms. Company and Customer acknowledge and agree that the Equipment Lease is in full force and effect. The Equipment Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Equipment Lease, the terms of the Equipment Lease shall control.
6. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

*[Signatures and acknowledgments follow immediately on next page]*

[Signatures and acknowledgments for Company]

**GIG FIBER, LLC**

a Delaware limited liability company

Kelley Remmel  
Witness

Print Witness Name

Christie Davie  
Witness

Print Witness Name

By:

John M. Ryan

John M. Ryan  
Its Manager

STATE OF FLORIDA

COUNTY OF

Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of April, 2019 by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He or She is [check applicable]: [ ☒ ] personally known to me, or [ ☐ ] produced a valid driver's license as identification.

Kelley Remmel  
Print Name:

Notary Public

(AFFIX NOTARY SEAL BELOW)



[Signatures and acknowledgments for Customer]

**HIDDEN CREEK COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government, created  
and established under Chapter 190, Florida Statutes

Witness

Print Witness Name

Witness

Print Witness Name

By:

Michael Lawson  
Chairman

“CUSTOMER”

STATE OF FLORIDA

COUNTY OF

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of April, 2019 by Michael Lawson, as Chairman of the Board of Supervisors of the Hidden Creek Community Development District, on behalf of the District. He is [check applicable] [ ☒ ] personally known to me, or [ ☐ ] produced a valid driver's license as identification.

Print Name:  
Notary Public

(AFFIX NOTARY SEAL BELOW)



**EXHIBIT "A" (to Lease)**  
**Description of Installation Site**

Tract G of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Pages 11 through 17, of the public records of Hillsborough County, Florida; and

Tract I of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Pages 35 through 42, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Pages 235 through 241, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3B according to the plat thereof, as recorded in Plat Book 135, Pages 53 through 56, of the public records of Hillsborough County, Florida; and

Tract L of Forest Brooke AA Phase 1A, 1B and Collector Road 1<sup>st</sup> Extension according to the plat thereof, as recorded in Plat Book 130, Pages 148 through 157, of the public records of Hillsborough County, Florida.



**EXHIBIT 7.**

INSTRUMENT#: 2019181507, O BK 26583  
PG 661-665 04/29/2019 at 04:25:06 PM, DOC  
TAX PD(F.S.201.02) \$0.70 DEPUTY CLERK:  
PSALMOND1 Pat Frank, Clerk of the Circuit  
Court Hillsborough County

Prepared by and to be returned to:  
John Vericker, Esq.  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, FL 33606

### **STREET LIGHT EASEMENT**

**THIS STREET LIGHT EASEMENT** ("Easement") is granted this April 25, 2019, by the **Hidden Creek Community Development District**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes, whose mailing address is 15310 Amberly Drive, Tampa, Florida 33647 and (the "**Grantor**").

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant a non-exclusive easement to **Gig Fiber, LLC** (the "**Grantee**"), the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF

(This Easement was prepared at the request of the Grantor without the  
benefit of a title search.)

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be duly executed on the  
date first written above.

**[Signatures on Following Page.]**

Signed, sealed and delivered in the presence of:

**HIDDEN CREEK  
COMMUNITY DEVELOPMENT DISTRICT**

By: Kelley Remmel  
Name: Kelley Remmel

By: [Signature]

By: [Signature]  
Name: Christie Davis

Michael Lawson  
Chair of the Board of Supervisors


STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF Hillborough

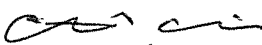
The foregoing instrument was acknowledged before me this 28 day of April, by Michael Lawson, as Chair of the Board of Supervisors of the Hidden Creek Community Development District, on behalf of the District. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Kelley Remmel  
NOTARY PUBLIC, STATE OF FLORIDA  
Kelley Remmel  
(Print, Type or Stamp Commissioned Name of Notary Public)




Signed, sealed and delivered in the presence of:

By:   
Name: Kelley Remme

By:   
Name: Christie Dawie

GIG FIBER, LLC  
a Delaware limited liability company

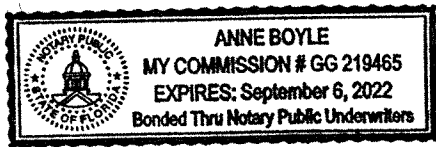
By:   
John M. Ryan  
Its Manager

NOTARY ACKNOWLEDGEMENT,  
NEXT PAGE FOLLOWING:

STATE OF FLORIDA

COUNTY OF Hillsborough ) SS

The foregoing instrument was acknowledged before me this 25 day of April 2019, by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Oliver Boyle  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Bayle  
(Print, Type or Stamp Commissioned Name of Notary Public)

**EXHIBIT "A" (to Easement)**  
Legal Descriptions

Tract G of Forest Brooke Phase 1A according to the plat thereof, as recorded in Plat Book 130, Pages 11 through 17, of the public records of Hillsborough County, Florida; and

Tract I of Forest Brooke Phase 2A according to the plat thereof, as recorded in Plat Book 130, Pages 35 through 42, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3A according to the plat thereof, as recorded in Plat Book 131, Pages 235 through 241, of the public records of Hillsborough County, Florida; and

Tract D of Forest Brooke Phase 3B according to the plat thereof, as recorded in Plat Book 135, Pages 53 through 56, of the public records of Hillsborough County, Florida; and

Tract L of Forest Brooke AA Phase 1A, 1B and Collector Road 1<sup>st</sup> Extension according to the plat thereof, as recorded in Plat Book 130, Pages 148 through 157, of the public records of Hillsborough County, Florida.

**EXHIBIT 8.**



May 7, 2019

Paul Cusmano  
Hidden Creek CDD  
15310 Amberly Drive, Suite 175  
Tampa, FL 33647

Dear Paul Cusmano,

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2019, listed below.

Community Development District	Number of Registered Electors
Hidden Creek CDD	57

We ask that you respond to our office with a current list of CDD office holders by **June 1<sup>st</sup>** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or [ewhite@hcsoe.org](mailto:ewhite@hcsoe.org).

Respectfully,

Enjoli White  
Candidate Services Liaison



**EXHIBIT 9.**

# THE ROAD TO ADA COMPLIANCE



**Required as of 10/01/2019**

# Compliance: The 2 Components

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- Component 1 - The website platform itself – this addresses the website itself and not any uploaded documents
- Component 2 - Document uploads – this addresses any documents that are uploaded to the website that are mandated under Florida Statute. (see attachment B of this presentation)

Documents are bifurcated into two sections:

- ❖ 1) Required historical documents before 10/01
- ❖ 2) Required new documents uploaded after 10/01

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# ATTACHMENT A

## INSURANCE MANDATED REQUIREMENTS



Accessibility 

# ADA Website Accessibility

Underwriting Guidelines - Policy Year 2019 - 2020



Florida  
Insurance  
Alliance™

# 1 - Accessibility Policy

- An adopted and implemented (or in the process of implementing) website accessibility policy that is consistent with WCAG 2.0 Level A and AA

# 2 – Accessibility Statement

- A disability accessibility statement posted on their website that includes:
  - A commitment to accessibility for persons with disabilities
  - The accessibility standard used and applied to the District's website
  - Contact information (email and phone number) in case users encounter any problems

# 3 — Video / Audio

- Video and Audio is published or streamed in an accessible format.



# 4 – Quarterly Audits

- Quarterly audits done by a third-party to ensure that the website is in continual compliance with prevailing WCAG standards.

# 5 — Remedial Measures

- If the District has been previously sued
  - Settlement Agreement
  - Review remedial measures taken by District

# Summary - Where We Are

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## ➤ Accessibility Policy – In Process

- District Counsel will be/has been furnished a sample policy that has been approved by the insurance provider for consideration and changes

## ➤ Accessibility Statement - Completed

- Accessibility statement has been published to the website and has been approved by insurance provider.

## ➤ Video/Audio – Completed

- We have ensured there are no videos or audio published or streamed on the websites

# FINANCIAL COMPARISON – VENDORS

Ventures		360 PSG		Horton Group		CAMPUS SUITE	
Create A Website	\$ -	Create A Website & Service Block	\$3,345.00	Create A Website	\$ 18,000.00	Create and Maintain Website	\$ 600.00
Annual Website Platform	\$ 960.00	Yearly Doc Conversion**	\$1,375.00	Qterly Scan for Compliance	\$ 12,000.00	On Demand Document Conversion	\$ -
Domain	\$ 20.00	Yealy Web Compliance	\$1,025.00	FY 2019 Total	\$ 30,000.00	Document Conversion - 1st Year	\$ 1,500.00
Quarterly Scan for Compliance	\$ 480.00	SSL Cert, Content Mgmt, Monthly Scan	\$ 420.00			Domain	\$ 15.00
FY 2019 Total	\$ 1,460.00	FY 2019 Total	\$6,165.00			FY 2019 Total	\$ 2,115.00
Second Year FY 2020 Total	\$ 1,460.00	Second Year FY 2020 Total	\$2,820.00	Second Year FY 2020 Total	\$ 12,000.00	Second Year FY 2020 Total	\$ 1,515.00
(does not include scan or remediation of PDF documents uploaded or conversion of documents )		(**only includes audit, agendas, public facilities report and budgets, doesn't include other document remediation - additional is at \$110 per hour)		Document conversion is at \$100 per hour		Initial conversion at \$0.98 per page, based on avg (Second Year documents up to 750 pages included in On Demand Service of \$900 annually)	

# Component 1 - Website Platform

- Campus Suite - Utilizes a website template that is WCAG compliant
- A contract will be advanced embodying language to ensure that prevailing WCAG standards are continually being met
- Annual charge is \$600 per year . Website will be turned on as of 10/01.  
Year One - Contracts need to be executed at the same time as the initial PDF remediation of historical documents so that as documents are remediated they are uploaded to the new site for turn on at 10/01.  
Year Two – Annual \$600 charge will be billed in quarterly installments
- Monthly monitoring will be performed on each individual District website to ensure compliance with prevailing WCAG standards.
- Annual Domain registration approximates \$15 per year
- Note: Current website will need to be maintained until conversion complete

**Total Annual Cost for Website Platform is \$615 Annually**



# Component 2 – Document Conversion

## DOCUMENTS BEFORE 10/01/2019

- District website documents will be thinned up to comply with only Statute required documents by DPFG (see attachment B of this presentation)
- All documents on the website need to be ADA compliant
- Conversion price per page is \$0.98 for historical documents prior to 10/01. Historical agenda packages cannot be manipulated to minimize conversion costs.
- The average District website page count, (before adjustments), currently on the websites are 1,500
- The Board needs to approve the conversion of the documents with a not to exceed of \$1,500. The District will only be charged for documents converted and will receive a report as to page count. Payment due as service is rendered.

**Total FY 2019 Cost for Conversion Based on Average is \$1,500**

# **Component 2 – Document Conversion**

## **DOCUMENTS AFTER 10/01/2019**

- **Campus Suite – On Demand Service and Remediation of non-compliant Documents**
- **Annual charge of \$900 - Billed Quarterly – 1<sup>st</sup> bill will be 10/01/2019**
- **On Demand Service & Remediation – agenda documents will be uploaded to the website pursuant to State Statute requirements – Campus Suite will scan and remediate non-compliant documents within 48 hours of upload. Annual price includes the remediation of 750 pages annually. Documents in excess of 750 pages are charged at \$0.98 per page**
- **Campus Suite will distribute a report to the District for those vendors who are non-compliant**

**Total Annual Cost for Ongoing Maintenance is \$900 Annually**

# Mitigation of Remediation - DPFG

---

- DPFG will be e-mailing major vendors as to the requirement for ADA compliant documents; i.e. contracts and proposals. These vendors will include District Counsel, aquatics, landscape maintenance, and other contracted entities. Additionally any new contracted vendors will be notified.
- DPFG will be designing an ADA compliant agenda and budget template
- DPFG will upload documents to the website as well as make any calendar changes
- The District will review a report monthly.
- DPFG will notify the respective parties as to non-compliance on a quarterly basis

**Total Annual Cost for Ongoing Mitigation of Remediation of Documents and Uploading is \$500 Annually**



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# **ATTACHMENT B**

## **Statute Required Documents**

---

Pursuant to Section 189.069, Florida Statutes, below please find a checklist of the information required to be included on the website of a community development district. A copy of Section 189.069, Florida Statutes, is also attached for your reference.

**EFFECTIVE JULY 1, 2014:**

All districts must have a website by October 1, 2015 (or by the end of the first full fiscal year after establishment). With emphasis added on a few items, the website must contain:

- a. The full legal name of the special district.
- b. The public purpose of the special district.
- c. The name, address, e-mail address, and, if applicable, the term and appointing authority for each member of the governing body of the special district.
- d. The fiscal year of the special district.
- e. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190, as the uniform charter, *but must include information relating to any grant of special powers.*
- f. The mailing address, e-mail address, telephone number, and *Internet website uniform resource locator* of the special district.
- g. A description of the boundaries or service area of, and the services provided by, the special district.
- h. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

- i. The primary contact information for the special district for purposes of communication from the department.
- j. A code of ethics adopted by the special district, if applicable, *and a hyperlink* to generally applicable ethics provisions.
- k. The budget of each special district, in addition to amendments in accordance with s. 189.418.
- l. The final, complete audit report for the most recent completed fiscal year, and audit reports required by law or authorized by the governing body of the special district.

Each district must submit its official internet website address to the Department of Economic Opportunity. The Department's website must include a link to each special district.

**EFFECTIVE OCTOBER 1, 2016:**

The website must further contain:

- m. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.<sup>1</sup>
- n. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.<sup>2</sup>
- o. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.<sup>3</sup>
- p. A list of regularly scheduled meetings must be included on District websites.
- q. The District's public facilities report must be included on District websites.
- r. A link to the Department of Financial Services website must be included on District websites.
- s. At least seven (7) days before a meeting or workshop, a District must post its agenda, along with any meeting materials available, on its website where it must remain for one (1) year.

If you have any questions about the above information, please do not hesitate to contact me.

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<sup>1</sup> Fla. Stat. § 189.016(4).

<sup>2</sup> Fla. Stat. § 189.016(4).

<sup>3</sup> Fla. Stat. § 189.016(7).

(d) All special districts created or established by rule of the Governor and Cabinet may be reviewed as directed by the Governor and Cabinet.

(e) Except as provided in paragraphs (a)-(d), all other special districts may be reviewed as directed by the President of the Senate and the Speaker of the House of Representatives.

(3) All special districts, governmental entities, and state agencies shall cooperate with the Legislature and with any local general-purpose government seeking information or assistance with the oversight review process and with the preparation of an oversight review report.

(4) Those conducting the oversight review process shall, at a minimum, consider the listed criteria for evaluating the special district, but may also consider any additional factors relating to the district and its performance. If any of the listed criteria do not apply to the special district being reviewed, they need not be considered. The criteria to be considered by the reviewer include:

(a) The degree to which the service or services offered by the special district are essential or contribute to the well-being of the community.

(b) The extent of continuing need for the service or services currently provided by the special district.

(c) The extent of municipal annexation or incorporation activity occurring or likely to occur within the boundaries of the special district and its impact on the delivery of services by the special district.

(d) Whether there is a less costly alternative method of delivering the service or services that would adequately provide the district residents with the services provided by the district.

(e) Whether transfer of the responsibility for delivery of the service or services to an entity other than the special district being reviewed could be accomplished without jeopardizing the district's existing contracts, bonds, or outstanding indebtedness.

(f) Whether the Auditor General has notified the Legislative Auditing Committee that the special district's audit report, reviewed pursuant to s. 11.45(7), indicates that the district has met any of the conditions specified in s. 218.503(1) or that a deteriorating financial condition exists that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such condition.

(g) Whether the district is inactive according to the official list of special districts, and whether the district is meeting and discharging its responsibilities as required by its charter, as well as projected increases or decreases in district activity.

(h) Whether the special district has failed to comply with any of the reporting requirements in this chapter, including preparation of the public facilities report.

(i) Whether the special district has designated a registered office and agent as required by s. 189.014, and has complied with all open public records and meeting requirements.

(5) Any special district may at any time provide the Legislature and the local general-purpose government conducting the review or making decisions based upon the final oversight review report with written responses

to any questions, concerns, preliminary reports, draft reports, or final reports relating to the district.

(6) This section does not apply to a deepwater port listed in s. 311.09(1) which is in compliance with a port master plan adopted pursuant to s. 163.3178(2)(k), or to an airport authority operating in compliance with an airport master plan approved by the Federal Aviation Administration, or to any special district organized to operate health systems and facilities licensed under chapter 395, chapter 400, or chapter 429.

History.—s. 23, ch. 97-255; s. 46, ch. 2001-266; s. 22, ch. 2004-305; s. 6, ch. 2006-197; s. 48, ch. 2014-22; s. 15, ch. 2016-22.

Note.—Fonner s. 189.428.

#### **189.069 Special districts; required reporting of information; web-based public access.—**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection (1).

History.—s. 54, ch. 2014-22; s. 16, ch. 2016-22.

## PART VII

### MERGER AND DISSOLUTION

189.07	Definitions.
189.071	Merger or dissolution of a dependent special district.
189.072	Dissolution of an independent special district.
189.073	Legislative merger of independent special districts.
189.074	Voluntary merger of independent special districts.
189.075	Involuntary merger of independent special districts.
189.076	Financial allocations.
189.0761	Exemptions.

**189.07 Definitions.**—As used in this part, the term:

(1) "Component independent special district" means an independent special district that proposes to be merged into a merged independent district, or an independent special district as it existed before its merger into the merged independent district of which it is now a part.

(2) "Elector-initiated merger plan" means the merger plan of two or more independent special districts, a majority of whose qualified electors have elected to merge, which outlines the terms and agreements for the official merger of the districts and is finalized and approved by the governing bodies of the districts pursuant to this part.

(3) "Governing body" means the governing body of the independent special district in which the general legislative, governmental, or public powers of the district are vested and by authority of which the official business of the district is conducted.

(4) "Initiative" means the filing of a petition containing a proposal for a referendum to be placed on the ballot for election.

(5) "Joint merger plan" means the merger plan that is adopted by resolution of the governing bodies of two or more independent special districts that outlines the terms and agreements for the official merger of the districts and that is finalized and approved by the governing bodies pursuant to this part.

(6) "Merged independent district" means a single independent special district that results from a successful merger of two or more independent special districts pursuant to this part.

(7) "Merger" means the combination of two or more contiguous independent special districts resulting in a newly created merged independent district that assumes jurisdiction over all of the component independent special districts.

(8) "Merger plan" means a written document that contains the terms, agreements, and information regarding the merger of two or more independent special districts.

(9) "Proposed elector-initiated merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that accompanies the petition initiated by the qualified electors of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(10) "Proposed joint merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that has been prepared pursuant to a resolution of the governing bodies of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(11) "Qualified elector" means an individual at least 18 years of age who is a citizen of the United States, a permanent resident of this state, and a resident of the district who registers with the supervisor of elections of a county within which the district lands are located when the registration books are open.

History.— s. 1, ch. 2012-16; s. 17, ch. 2014-22.

Note.—Fonners. 189.4042(1).

### **189.071 Merger or dissolution of a dependent special district.**

(1) The merger or dissolution of a dependent special district may be effectuated by an ordinance of the local general-purpose governmental entity wherein the geographical area of the district or districts is located. However, a county may not dissolve a special district that is dependent to a municipality or vice versa, or a dependent district created by special act.

(2) The merger or dissolution of an active dependent special district created and operating pursuant to a