

***HIDDEN CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

***Board of Supervisors
Regular Meeting***

***Tuesday
June 12, 2018***

10:00 a.m.

At:

***Metro Development Group
2505 N. Rocky Point Drive
Suite 1050
Tampa, Florida***

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

District Board of Supervisors	Mike Lawson Doug Draper Lori Price Ted Sanders	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Paul Cusmano	DPFG
District Attorney	Vivek Babbar	Straley , Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting Services, Inc.

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

The District Agenda is comprised of seven different sections:

The meeting will begin promptly at **10:00 a.m.** with the first section which is called **Audience Questions and Comments on Agenda Items**. 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 **District Counsel and District Engineer Reports**. This section allows the District Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is the **Landscaping and Ponds** section and contains items that often require District Engineer, Operations Manager, and Landscape Contractor to discuss and update the Board. The fourth section is the **Business Administration** section and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Business Items**. The business items 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 sixth 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 seventh 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 12, 2018
Time: 10:00 a.m.
Location: Metro Development
2502 N. Rocky Point Drive, Suite 1050
Tampa, Florida 33607

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

AGENDA

I. Roll Call

II. Audience Comments

III. Administrative Matters

- A. Approval of Minutes of May 1, 2018 Meeting Exhibit 1
- B. Acceptance of April 2018 Financial Statements Exhibit 2

IV. Business Matters

- A. Consideration and Adoption of Resolution 2018-03 Adopting the 2018/2019 Proposed Budget and Setting the Public Hearing Exhibit 3
- B. Stormwater Pond Agreement Exhibit 4

V. Staff Reports

- A. District Manager
- B. Attorney
- C. District Engineer

VI. Supervisors Requests

VII. Audience Questions and Comments on Other Items

VIII. Adjournment

EXHIBIT 1.

1 **MINUTES OF MEETING**
2 **HIDDEN CREEK**
3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Hidden Creek Community Development
5 District was held on Tuesday, May 1, 2018 at 10:00 a.m. at the Offices of Metro Development Group,
6 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

7 **FIRST ORDER OF BUSINESS - Roll Call**

8 Mr. Cusmano called the meeting to order.

9 Present and constituting a quorum were:

10 Mike Lawson	Board Supervisor, Chairman
11 Doug Draper	Board Supervisor, Vice Chairman
12 Lori Price	Board Supervisor, Assistant Secretary

13 Also present were:

14 Paul Cusmano	District Manager, DPMG
15 Vivek Babbar	District Attorney (<i>via phone</i>)

16 **SECOND ORDER OF BUSINESS – Audience Comments**

17 There being none, next item followed.

18 **THIRD ORDER OF BUSINESS – Administrative Matters**

- 19 A. Approval of Minutes of April 3, 2018 Meeting
20 B. Acceptance of the March 2018 Financial Statements

21 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
22 approved **Items A & B** for the Hidden Creek Community Development District.

23 **FOURTH ORDER OF BUSINESS – Business Matters**

- 24 A. LLS Tax Solutions Arbitrage Report

25 On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved
26 the **LLS Tax Solutions Arbitrage Report** for the Hidden Creek Community Development District.

- 27 B. BrightView Landscape & Irrigation Proposal

28 Mr. Cusmano stated that the signed copy of the proposal was previously received and
29 therefore the item should be removed from the agenda. Mr. Lawson calls for a motion to
30 remove the item from the agenda.
31

32 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board
33 approved **removing the BrightView Landscape & Irrigation Proposal line item from the agenda** for
34 the Hidden Creek Community Development District.

- 35 C. Hillsborough County Number of Registered Voters - 0

36 Mr. Cusmano noted that the current number of registered voters in Hidden Creek in
37 Hillsborough County is zero.

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FIFTH ORDER OF BUSINESS – Staff Reports

A. District Manager

- Aquatic Systems Pond Report – April 2018

Mr. Cusmano stated that the pond landscapers are scheduled to be onsite Wednesday, May 2, 2018 to discuss landscaping needs of the community with focus on the new sales area.

B. Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

SIXTH ORDER OF BUSINESS – Supervisor Requests

There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items

There being none, next item followed.

EIGHTH ORDER OF BUSINESS – Adjournment

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.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature
Paul Cusmano

Printed Name
Title: Secretary Assistant Secretary

Signature
Mike Lawson

Printed Name
Title: Chairman Vice Chairman

EXHIBIT 2.

Hidden Creek CDD Community Development District

Financial Statements
Unaudited

Period ending
April 30, 2018

HIDDEN CREEK CDD
BALANCE SHEET
April 30, 2018

	<u>GEN FUND</u>	<u>2016A-1</u>	<u>2016A-2 (AA1)</u>	<u>2016A-2 (AA2)</u>	<u>ACQ & CONST. (AA1)</u>	<u>ACQ & CONST. (AA2)</u>	<u>CONSOLIDATED TOTALS</u>
ASSETS:							
CASH	\$ 32,777	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,777
CAP. IMPROVEMENT REVENUE	-	187,387	130,221	228,647	-	-	546,255
DS RESERVE 2016A-1	-	272,781	-	-	-	-	272,781
ACQ. & CONSTR. 2016A-1 (AA1)	-	-	-	-	1,449,867	-	1,449,867
PREPAYMENT 2016A-2	-	-	596,941	110,422	-	-	707,363
DS RESERVE (AA1)	-	-	189,844	-	-	-	189,844
COST OF ISSUANCE (AA1)	-	-	-	-	-	-	-
DS RESERVE (AA2)	-	-	-	456,250	-	-	456,250
COST OF ISSUANCE (AA2)	-	-	-	-	-	-	-
ACQ. & CONSTR. (AA2)	-	-	-	-	-	2,531,709	2,531,709
RESTR. ACQ. & CONSTR. (AA2)	-	-	-	-	-	-	-
ACCOUNTS RECEIVABLE	-	-	-	-	863,870	44,350	908,220
DEPOSITS	1,570	-	-	-	-	-	1,570
TOTAL ASSETS	<u>\$ 34,347</u>	<u>\$ 460,168</u>	<u>\$ 917,006</u>	<u>\$ 795,319</u>	<u>\$ 2,313,737</u>	<u>\$ 2,576,059</u>	<u>\$ 7,096,636</u>
LIABILITIES:							
ACCOUNTS PAYABLE	\$ 7,757	\$ -	\$ -	\$ -	\$ 221,946	\$ 26,900	\$ 256,603
RETAINAGE PAYABLE	-	-	-	-	249,759	-	249,759
FUND BALANCE:							
RESTRICTED FOR:							
CAPITAL PROJECTS	-	-	-	-	-	-	-
ASSIGNED:	-	-	-	-	-	-	-
UNASSIGNED:	26,590	460,168	917,006	795,319	1,842,032	2,549,159	6,590,274
TOTAL LIAB. & FUND BAL.	<u>\$ 34,347</u>	<u>\$ 460,168</u>	<u>\$ 917,006</u>	<u>\$ 795,319</u>	<u>\$ 2,313,737</u>	<u>\$ 2,576,059</u>	<u>\$ 7,096,636</u>

**HIDDEN CREEK CDD
GENERAL FUND**

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018**

	<u>FY2017 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>VARIANCE FAVORABLE (UNFAVORABLE)</u>
I. REVENUE				
DEVELOPER FUNDING	199,533	116,394	110,906	(5,488)
MISCELLANEOUS REVENUE	-	-	-	-
TOTAL REVENUE	<u>199,533</u>	<u>116,394</u>	<u>110,906</u>	<u>(5,488)</u>
II. EXPENDITURES				
ADMINISTRATIVE:				
SUPERVISORS COMPENSATION	12,000	7,000	1,800	5,200
PAYROLL TAXES- BOS	918	536	138	398
PAYROLL SERVICES FEE	600	350	238	112
MANAGEMENT CONSULTING SERVICES	24,000	14,000	14,000	-
CONSTRUCTION ACCOUNTING SERVICES	4,500	4,500	4,500	-
PLANNING & COORDINATING SERVICES	36,000	21,000	21,000	-
ADMINISTRATIVE EXPENSES	7,500	4,375	4,375	-
BANKING SERVICES	120	70	129	(59)
MISCELLANEOUS	500	292	-	292
AUDITING SERVICES	3,500	2,042	-	2,042
TRAVEL PER DIEM - BOS	200	117	-	117
INSURANCE	2,651	2,651	5,300	(2,649)
REGULATORY AND PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	2,000	1,167	187	980
PERFORMANCE & WARRANTY BOND PREM.	5,000	2,917	-	2,917
ENGINEERING SERVICES	10,000	5,833	7,272	(1,439)
LEGAL SERVICES	10,000	5,833	1,643	4,190
WEBSITE DEVELOPMENT & HOSTING	720	420	420	-
TOTAL ADMINISTRATIVE	<u>120,384</u>	<u>73,277</u>	<u>61,177</u>	<u>12,100</u>
DEBT SERVICE ADMINISTRATION:				
ARBITRAGE	650	650	650	-
DISSEMINATION AGENT	5,000	5,000	5,000	-
TRUSTEE FEES	9,104	9,104	9,104	-
TOTAL DEBT SERVICE ADMINISTRATION	<u>14,754</u>	<u>14,754</u>	<u>14,754</u>	<u>-</u>
PHYSICAL ENVIRONMENT:				
CONTINGENCY	55,743	32,517	725	31,792
LANDSCAPE MAINTENANCE - SPINE RD.	100,000	58,333	4,684	53,649
PONDS - AQUATIC MAINTENANCE	20,000	11,667	6,421	5,246
PONDS - LANDSCAPE MAINTENANCE	40,000	23,333	1,600	21,733
STREETLIGHTS	15,000	9,000	410	8,590
ENTRANCE MONUMENT MAINTENANCE	10,000	5,833	-	5,833
FIELD MANAGER	7,252	4,230	-	4,230
FIELD MANAGER - TRAVEL	1,400	817	-	817
TOTAL CONSTRUCTION	<u>249,395</u>	<u>145,730</u>	<u>13,840</u>	<u>131,890</u>
TOTAL EXPENDITURES	<u>384,533</u>	<u>233,761</u>	<u>89,771</u>	<u>143,990</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	(185,000)	(117,367)	21,135	138,502
FUND BALANCE - BEGINNING	-	-	5,455	5,455
FUND BALANCE - ENDING	<u>\$ (185,000)</u>	<u>-</u>	<u>26,590</u>	<u>143,957</u>

HIDDEN CREEK CDD
2016A-1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018

	<u>FY18 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
REVENUE				
SPECIAL ASSESSMENTS (NET)	389,374	227,135	59,640	(167,495)
MISCELLANEOUS	-	-	127,542	-
LESS: DISCOUNT ASSESSMENTS	(15,575)	-	-	-
TOTAL REVENUE	<u>373,799</u>	<u>227,135</u>	<u>187,182</u>	<u>(167,495)</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	15,575	-	-	-
INTEREST EXPENSE				
May 1, 2018	161,556	-	-	-
November 1, 2018	161,556	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>338,687</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	35,112	227,135	187,182	(167,495)
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(392)	-
FUND BALANCE - BEGINNING	-	-	273,379	-
FUND BALANCE - ENDING	<u>35,112</u>	<u>227,135</u>	<u>460,169</u>	<u>(167,495)</u>

HIDDEN CREEK CDD
2016A-2 (AA1)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018

	<u>FY18 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
REVENUE				
SPECIAL ASSESSMENTS (NET)	253,125	253,125	631,552	378,427
MISCELLANEOUS	-	-	126,215	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
TOTAL REVENUE	<u>253,125</u>	<u>253,125</u>	<u>757,767</u>	<u>378,427</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2018	126,563	-	-	-
November 1, 2018	126,563	-	-	-
PRINCIPAL RETIREMENT			30,469	
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>253,125</u>	<u>-</u>	<u>30,469</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	-	253,125	727,298	378,427
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(574)	-
FUND BALANCE - BEGINNING	-	-	190,283	-
FUND BALANCE - ENDING	<u>-</u>	<u>253,125</u>	<u>917,007</u>	<u>378,427</u>

HIDDEN CREEK CDD
2016A-2 (AA2)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018

	<u>FY18 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>	<u>ACTUAL YEAR-TO-DATE</u>	<u>FAVORABLE (UNFAVORABLE) VARIANCE</u>
REVENUE				
SPECIAL ASSESSMENTS (NET)	456,250	266,146	110,422	(155,724)
MISCELLANEOUS	-	-	228,915	-
LESS: DISCOUNT ASSESSMENTS	-	-	-	-
TOTAL REVENUE	<u>456,250</u>	<u>266,146</u>	<u>339,337</u>	<u>(155,724)</u>
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	-	-	-	-
INTEREST EXPENSE				
May 1, 2018	228,125	-	-	-
November 1, 2018	228,125	-	-	-
PRINCIPAL RETIREMENT				
PRICIPAL PAYMENT				
May 1, 2018	-	-	-	-
TOTAL EXPENDITURES	<u>456,250</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	-	266,146	339,337	(155,724)
OTHER FINANCING SOURCES (USES)				
INTERFUND TRANSFER IN	-	-	-	-
INTERFUND TRANSFER OUT	-	-	(1,199)	-
FUND BALANCE - BEGINNING	-	-	457,181	-
FUND BALANCE - ENDING	<u>-</u>	<u>266,146</u>	<u>795,319</u>	<u>(155,724)</u>

HIDDEN CREEK CDD
CAPITAL PROJECTS FUND (AA1)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
DEVELOPER FUNDING	1,473,212
MISCELLANEOUS REVENUE	9,062
TOTAL REVENUE	<u>1,482,274</u>
EXPENDITURES	
CONSTRUCTION EXPENSES	86,201
REQUISITION EXPENSES	881,652
FUNDING REQUESTS	610,828
TOTAL EXPENDITURES	<u>1,578,681</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	(96,407)
INTERFUND TRANSFER IN	966
FUND BALANCE - BEGINNING	1,937,473
FUND BALANCE - ENDING	<u>1,842,032</u>

HIDDEN CREEK CDD
CAPITAL PROJECTS FUND (AA2)
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
FOR PERIOD STARTING OCTOBER 1, 2017 ENDING APRIL 30, 2018

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUE	
DEVELOPER FUNDING	631,375
MISCELLANEOUS REVENUE	16,034
TOTAL REVENUE	<u>647,409</u>
EXPENDITURES	
FUNDING REQUESTS	787,583
REQUISITION EXPENSES	1,136,215
CONSTRUCTION IN PROGRESS	-
TOTAL EXPENDITURES	<u>1,923,798</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	(1,276,389)
INTERFUND TRANSFER IN	1,199
FUND BALANCE - BEGINNING	3,824,349
FUND BALANCE - ENDING	<u><u>2,549,159</u></u>

HIDDEN CREEK CDD
Cash Reconciliation - General Fund
April 30, 2018

Balance Per Bank Statement	\$ 60,488.38
Less: Outstanding Checks	(27,711.07)
<i>Adjusted Bank Balance</i>	<u>\$ 32,777.31</u>
Beginning Cash Balance Per Books	\$ 19,437.04
Cash Receipts	43,333.36
Cash Disbursements	(29,993.09)
<i>Balance Per Books</i>	<u>\$ 32,777.31</u>

HIDDEN CREEK CDD CHECK REGISTER FY18

Date	Num	Name	Memo	Debit	Credit	Balance
09/30/2017		EOY Balance		13,573.56	8,526.90	5,565.15
10/02/2017	9997	Egis Insurance Advisors, LLC	Insurance FY 2018		5,300.00	265.15
10/25/2017	ACH10252017	Bank United	Checks Purchased		103.58	161.57
10/30/2017		Shutts & Bowen	O & M - (Shutts & Bowen)	2,015.37		2,176.94
10/31/2017		EOM Balance		2,015.37	5,403.58	2,176.94
11/02/2017		Developer Funding	GF 2017-25/GF 2018-01,02	21,722.50		23,899.44
11/03/2017	2151	AQUATIC SYSTEMS	Lake & Pond Maint - Sept/Oct		1,756.00	22,143.44
11/03/2017	2152	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt Constr Acctng		15,125.00	7,018.44
11/03/2017	2153	LERNER REPORTING SERVICES	Dissemination FY 2017		4,000.00	3,018.44
11/03/2017	2154	Straley Robin Vericker	Legal Svcs thru 9/15/17		25.00	2,993.44
11/03/2017	2155	TAMPA BAY TIMES	Legal Ads		756.50	2,236.94
11/03/2017	2156	Venturesin.com, Inc	Web Site Hosting - October		60.00	2,176.94
11/10/2017	ACH11102017	Paychex	Payroll Fee		10.00	2,166.94
11/14/2017	2159	FLORIDA DEPT OF ECONOMIC	Annual Filing - FY 2018		175.00	1,991.94
11/14/2017	2160	TECO	9/20-10-12 - 16925 Trite Bend St		1,662.54	329.40
11/14/2017	2161	Venturesin.com, Inc	Domain Name Renewal		19.99	309.41
11/30/2017		Developer Funding	GF 2018-03	14,498.60		14,808.01
11/30/2017	2164	AQUATIC SYSTEMS	Lake & Pond Maint - November		878.00	13,930.01
11/30/2017	2165	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - November		5,625.00	8,305.01
11/30/2017	2166	LERNER REPORTING SERVICES	Dissemination		5,000.00	3,305.01
11/30/2017	2167	Stantec Consulting Services, Inc	Engineering Svcs thru 10/13/17		1,882.00	1,423.01
11/30/2017	2168	Straley Robin Vericker	Legal Svcs		318.10	1,104.91
11/30/2017	2169	Venturesin.com, Inc	Web Site Hosting - November		60.00	1,044.91
11/30/2017		EOM Balance		36,221.10	37,353.13	1,044.91
12/08/2017	20033	Ira D Draper	BOS Mtg - 10/3/17		184.70	860.21
12/08/2017	20035DD	Lori Price	BOS Mtg - 10/3/17		183.87	676.34
12/08/2017	20034	Michael S Lawson	BOS Mtg - 10/3/17		184.70	491.64
12/08/2017	ACH120817	Paychex	BOS Mtg - 10/3/17		92.63	399.01
12/08/2017	ACH12082017	Paychex	P/R Fee		55.50	343.51
12/14/2017		Developer Funding	GF 2018-04	3,694.84		4,038.35
12/14/2017		Developer Funding	GF 2018-04	2,017.65		6,056.00
12/15/2017	2176	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - December		5,625.00	431.00
12/15/2017	2177	TECO	10/13/11/11 16925 Trite Bend St		27.49	403.51
12/15/2017	2178	Venturesin.com, Inc	Web Site Hosting - December		60.00	343.51
12/31/2017		EOM Balance		5,712.49	6,413.89	343.51
01/05/2018		Shutts & Bowen	O & M (Shutts & Bowen)	6,046.11		6,389.62
01/12/2018	2183	AQUATIC SYSTEMS	Lake & Pond Maint - December		878.00	5,511.62
01/12/2018	2184	Stantec Consulting Services, Inc	Engineering Svcs thru 12/8/17		1,772.50	3,739.12
01/12/2018	2185	Straley Robin Vericker	Legal Svcs thru 12/15/17		75.50	3,663.62
01/12/2018	2186	TECO	11/12-12/8 - 16925 Trite Bend St		74.20	3,589.42
01/12/2018	2187	Venturesin.com, Inc	Web Site Hosting - January		60.00	3,529.42
01/19/2018	2188	Business Observer	Legal Ad		187.00	3,342.42
01/25/2018		Developer Funding	GF 2018-05	5,625.00		8,967.42
01/26/2018	2191	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - January		5,625.00	3,342.42
01/31/2018		EOM Balance		11,671.11	8,672.20	3,342.42
02/07/2018		Shutts & Bowen	O & M (Shutts & Bowen)	671.79		4,014.21
02/12/2018	ACH02122018	Paychex	Payroll Fees		30.00	3,984.21
02/15/2018		Shutts & Bowen	O & M (Shutts & Bowen)	6,046.11		10,030.32
02/22/2018	2195	AQUATIC SYSTEMS	Lake & Pond Maint.		1,756.00	8,274.32
02/22/2018	2196	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - February		5,625.00	2,649.32
02/22/2018	2197	LLS TAX SOLUTIONS, INC.	Arbitrage - 2016A-1,2		650.00	1,999.32
02/22/2018	2198	TECO	Electricity		112.03	1,887.29
02/28/2018		EOM Balance		6,717.90	8,173.03	1,887.29
03/01/2018		Developer Funding	GF 2018-06	13,411.03		15,298.32
03/07/2018		Shutts & Bowen	O & M (Shutts & Bowen)	2,149.73		17,448.05
03/09/2018	2201	Stantec Consulting Services, Inc	Engineering Services		1,932.50	15,515.55
03/09/2018	2202	Straley Robin Vericker	Legal Svcs thru 1/15/18		212.50	15,303.05
03/09/2018	2203	Venturesin.com, Inc	Web Hosting - Feb/Mar		120.00	15,183.05

HIDDEN CREEK CDD CHECK REGISTER FY18

Date	Num	Name	Memo	Debit	Credit	Balance
03/12/2018		Shutts & Bowen	O & M (Shutts & Bowen)	671.79		15,854.84
03/12/2018		Shutts & Bowen	O & M (Shutts & Bowen)	5,374.32		21,229.16
03/21/2018	2204	TECO	2/9-3/9 - 16925 Triton Bend St		48.72	21,180.44
03/23/2018	2205	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - March		5,625.00	15,555.44
03/26/2018		Developer Funding	GF 2018-08	15,301.88		30,857.32
03/27/2018	2206	AQUATIC SYSTEMS	Lake & Pond Maint - March		878.00	29,979.32
03/27/2018	2207	Straley Robin Vericker	Legal Svcs		714.00	29,265.32
03/27/2018	2208	US Bank	Trustee Fees - Series 2016		9,104.88	20,160.44
03/29/2018	ACH03292018	Paychex	P/R Fee		77.50	20,082.94
03/29/2018	20036	Ira D Draper	BOS Mtg - 3/6/18		184.70	19,898.24
03/29/2018	20038DD	Lori Price	BOS Mtg - 3/6/18		184.70	19,713.54
03/29/2018	20037	Michael S Lawson	BOS Mtg - 3/6/18		184.70	19,528.84
03/29/2018	ACH03292018	Paychex	BOS Mtg - 3/6/18		91.80	19,437.04
03/31/2018		EOM Balance		36,908.75	19,359.00	19,437.04
04/04/2018		Paychex	Refund	22.50		19,459.54
04/20/2018	2214	AQUATIC SYSTEMS	Lake & Pond Maint - April		878.00	18,581.54
04/20/2018	2215	Stantec Consulting Services, Inc	Engineering Svcs thru 3/16/18		1,014.74	17,566.80
04/20/2018	ACH04202018	Bank United	Wire Fee		25.00	17,541.80
04/25/2018	ACH04252018	Paychex	P/R Fee		87.78	17,454.02
04/25/2018	20039	Ira D Draper	BOS Mtg - 4/3/18		184.70	17,269.32
04/25/2018	20041DD	Lori Price	BOS Mtg - 4/3/18		184.70	17,084.62
04/25/2018	20040	Michael S Lawson	BOS Mtg - 4/3/18		184.70	16,899.92
04/25/2018	ACH04252018	Paychex	BOS Mtg - 4/3/18		91.80	16,808.12
04/26/2018	2216	DPFG MANAGEMENT & CONSUL	CDD/Field Mgmt - April		5,625.00	11,183.12
04/26/2018		Developer Funding	GF 2018-09	5,625.00		16,808.12
04/26/2018		Shutts & Bowen	Lot Closings	11,991.66		28,799.78
04/26/2018		Shutts & Bowen	Lot Closings	4,702.53		33,502.31
04/27/2018		CF Funding	Invoicing	19,581.67		53,083.98
04/27/2018		DF Funding	Invoicing	1,410.00		54,493.98
04/27/2018	2217	Hamilton Engineering	Invoicing		19,581.67	34,912.31
04/27/2018	2218	Heidt Design	Invoicing		1,410.00	33,502.31
04/27/2018	2219	Hillsborough County Public Utilities	Hydrant Meter - 16925 Triton Bend St		725.00	32,777.31
04/30/2018		EOM Balance		43,333.36	29,993.09	32,777.31

EXHIBIT 3.

RESOLUTION 2018-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019; 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, 2018, a proposed operations and maintenance budget for Fiscal Year 2018/2019; 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 2018/2019 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 23, 2018

HOUR: 10:00 a.m.

LOCATION: Metro Development Group
2502 North Rocky Point Drive, Suite 1050
Tampa, Florida 33607

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 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 12TH DAY OF JUNE, 2018.

ATTEST:

**HIDDEN CREEK COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Signature

Printed Name

Printed Name

Title:
 Secretary
 Assistant Secretary

Title:
 Chair of the Board of Supervisors
 Vice Chair of the Board of Supervisors

Exhibit A: Proposed FY 2018/2019 Budget

**STATEMENT 2
HIDDEN CREEK CDD**

FY 2019 PROPOSED GENERAL FUND EXPENDITURE & O&M ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation /(a)

Lot Width	Area	Units	ERU	Total ERU	% ERU
35'	Two	58	0.70	40.60	7.09%
40'	One	198	0.80	158.40	27.67%
50'	One & Two	277	1.00	277.00	48.39%
60'	Two	50	1.20	60.00	10.48%
70'	Two	26	1.40	36.40	6.36%
Total		609		572.40	100.00%

2. O&M Assessment Requirement ("AR")

AR = TOTAL EXPENDITURES - NET:	\$ 729,731.00
Plus: Early Payment Discount (4.0%)	31,727.43
Plus: County Collection Charges (4.0%)	31,727.43
Total Expenditures - GROSS	\$ 793,185.87 [a]
Total ERU:	572.40 [b]
Total AR / ERU - GROSS (as if all On-Roll):	\$1,385.72 [a] / [b]
Total AR / ERU - NET:	1,274.86

3. Current FY Allocation of AR (as if all On-Roll) /(a)

Lot Width	Units	Assigned ERU	Net O&M Assmt/Unit	Gross O&M Assmt/Unit	Total Gross O&M Assmt
35'	58	0.70	\$892	\$970	\$56,260
40'	198	0.80	\$1,020	\$1,109	\$219,498
50'	277	1.00	\$1,275	\$1,386	\$383,844
60'	50	1.20	\$1,530	\$1,663	\$83,143
70'	26	1.40	\$1,785	\$1,940	\$50,440
Total	609				\$793,186

4. Prior FY Allocation of AR (as if all On-Roll) /(a)

Lot Width	Units	Assigned ERU	Net O&M Assmt/Unit	Gross O&M Assmt/Unit	Total Gross O&M Assmt
35'	58	0.70	\$470	\$511	\$29,646
40'	198	0.80	\$537	\$584	\$115,665
50'	277	1.00	\$672	\$730	\$202,267
60'	50	1.20	\$806	\$876	\$43,812
70'	26	1.40	\$941	\$1,022	\$26,580
Total	609				\$417,971

5. Difference between Prior FY and Current FY

Lot Width	Units	Assigned ERU	Difference	Total Difference	% Increase
35'	58	0.70	\$422	\$24,484.69	89.77%
40'	198	0.80	\$482	\$95,526.49	89.77%
50'	277	1.00	\$603	\$167,050.74	89.77%
60'	50	1.20	\$724	\$36,184.28	89.77%
70'	26	1.40	\$844	\$21,951.79	89.77%
Total	609			\$345,198.00	

EXHIBIT 4.

Shared Stormwater Pond Drainage and Maintenance Agreement

This Shared Stormwater Pond Drainage and Maintenance Agreement (the “**Agreement**”) is entered into as of the 8 day of June, 2018, between the **Hidden Creek Community Development District** (“**Hidden Creek**”), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, the **Forest Brooke Community Development District** (“**Forest Brooke**”), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, **Dune FB Debt LLC**, a Delaware limited liability company (“**Dune FB**”), and **Lennar Homes, LLC**, a Florida limited liability company (“**Lennar**”).

Background Information

Lennar owns the property described on **Exhibit “A”** attached hereto that is developed as a stormwater pond (“**Lennar’s Property**”). Lennar’s Property is part of the Environmental Resource Permit #44027296.002 (“**Lennar ERP Permit**”). Dune FB owns the property described on **Exhibit “B”** attached hereto, which is planned to be developed as a stormwater pond (“**Dune FB’s Property**”). Dune FB’s Property is included in Environmental Resource Permit Application #757247 (“**Dune FB ERP Permit**”). Since both properties are intended to serve as a stormwater pond under the Lennar ERP Permit and the Dune FB ERP Permit, and are situated adjacent to each other, the parties agree that it would be beneficial for Dune FB to construct the stormwater pond on Dune FB’s Property to effectively expand the stormwater pond on Lennar’s Property to create one unified shared stormwater pond (“**Shared Stormwater Pond**”).

Pursuant to prior agreements between Lennar and Forest Brooke, Lennar intends to convey its interests and responsibilities for Lennar’s Property and the Lennar ERP Permit, including its portion of the Shared Stormwater Pond, to Forest Brooke. Dune FB intends to convey its interest and responsibilities for Dune FB’s Property and the Dune FBs ERP Permit, including its portion of the Shared Stormwater Pond, to Hidden Creek.

Forest Brooke has entered into a pond maintenance contract for the maintenance of Lennar’s Property. The parties desire for one contractor to maintain the Shared Stormwater Pond to ensure the pond is maintained in a consistent manner in compliance with all applicable standards, the Lennar ERP Permit and the Dune FB ERP Permit, and Forest Brooke and Hidden Creek desire to share the costs associated with the aquatic maintenance of the Shared Stormwater Pond and compliance with the Lennar ERP Permit and Dune FB ERP Permit. The parties desire that all other services, including, but not limited to landscape services such as pond bank mowing, remain as the responsibility of the underlying property owner.

Operative Provisions

1. **Incorporation of Recitals.** The foregoing Background Information and exhibits are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Construction of Shared Stormwater Pond.** Dune FB shall be responsible for the permitting, design, construction, and certification of the Shared Stormwater Pond at its sole expense and without reimbursement. Dune FB shall be responsible for obtaining any amendments necessary to the Lennar ERP Permit and the Dune FB ERP Permit to reflect the Shared Stormwater Pond as a component part of both the Lennar ERP Permit and the Dune FB ERP

Permit (the “**Amended ERP Permits**”), provided the terms of any such proposed Amended ERP Permits are approved by Lennar and Dune FB, in each of their sole discretions. Upon receipt of the approved Amended ERP Permits, Dune FB shall perform its obligations in accordance with requirements of the Amended ERP Permits, local, State and Federal laws, rules, governmental regulations and ordinances relating to the Shared Stormwater Pond and in accordance with all requirements of Florida law pertaining to governmentally owned property, including, without limitation, Florida’s Public Records Law. Lennar grants Dune FB a non-exclusive license over the Lennar Property, for the limited purpose of constructing the Shared Stormwater Pond and compliance with this Agreement and any applicable permit, order, regulation or other requirement of any entity with regulatory authority over the Shared Stormwater Pond. Dune FB shall assure that construction of the Shared Stormwater Pond will not require wetland mitigation, and if any wetland mitigation requirements arise out of the permitting and construction of the Shared Stormwater Pond, Dune FB shall be responsible for such wetland mitigation cost without reimbursement.

3. **Conveyance of Underlying Land to Shared Stormwater Pond.** After inspection and certification of the Shared Stormwater Pond by all applicable entities, and acceptance by South West Florida Water Management District and the Florida Department of Environmental Protection that the Shared Stormwater Pond complies with the Amended ERP Permits and any required wetlands mitigation, and subject to the requirements of any prior agreements, Lennar shall convey via special warranty deed, in a format reasonably acceptable to Forest Brooke, the Lennar Property to Forest Brooke and Dune FB shall convey via deed, in a format acceptable to Hidden Creek, the Dune FB Property to Hidden Creek.
4. **Forest Brooke’s Aquatic Maintenance Obligation.** After conveyance of the properties pursuant to above, Forest Brooke shall be responsible for the routine aquatic maintenance of the Shared Stormwater Pond. Hidden Creek shall grant Forest Brooke a non-exclusive easement to allow performance of such maintenance. Forest Brooke shall perform the routine maintenance in accordance with local, State and Federal laws, rules, governmental regulations, ordinances, best management practices, and in accordance with all requirements of Florida law pertaining to governmentally owned property, including, without limitation, Florida’s Public Records Law.
5. **Cost Sharing.** The parties acknowledge and agree that upon completion of the Shared Stormwater Pond and after conveyance of the properties pursuant to above, Forest Brooke will benefit from the Shared Stormwater Pond by 50%, and Hidden Creek will benefit from the Shared Stormwater Pond by 50%. On or before the 15th day of each month, Hidden Creek agrees to pay Forest Brooke 50% of the costs of the routine aquatic maintenance of the Shared Stormwater Pond for the previous month.
6. **Other Maintenance and Amended ERP Permit Obligations.** After conveyance of the properties pursuant to above, Forest Brooke and Hidden Creek shall be responsible for all other maintenance, repair, replacement and compliance with the Amended ERP Permit obligations of their respective properties (including pond banks), including, but not limited to landscape services such as pond bank mowing, at their sole expense and without reimbursement. Forest Brooke and Hidden Creek shall perform such obligations in accordance with the Amended ERP Permit, local, State and Federal laws, rules, governmental regulations, ordinances, best management practices, and in accordance with all requirements

of Florida law pertaining to governmentally owned property, including, without limitation, Florida's Public Records Law.

7. **Review of Maintenance and Condition of Shared Stormwater Pond.** In the event that either Forest Brooke or Hidden Creek is dissatisfied with the status of the maintenance of the Shared Stormwater Pond or compliance with the Amended ERP Permits, such party shall communicate in writing to the other party with their specific concerns. If the parties are not able to reach a mutually acceptable solution, then either party may request a joint, public meeting of the districts' Board of Supervisors. If such a meeting is requested, the meeting shall be held within sixty (60) days of such request. This joint meeting shall be noticed in the same manner as a regular board of supervisors meeting. Forest Brooke and Hidden Creek agree to use good faith toward the resolution of any such issues prior to the time that the budgets for each year are required to be adopted in accordance with applicable law.
8. **No Violation of Bond Covenants; No Impact on Public Facility.** Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to Forest Brooke's or Hidden Creek's issuance of tax-exempt bonds (the "**Bond Documents**"). In the event any or all of the obligations contained in this Agreement would constitute a violation of a Forest Brooke's or Hidden Creek'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 Agreement to avoid such violations while maintaining the parties' intent in entering into this Agreement.
9. **Insurance.** Each Party shall carry Commercial General Liability Insurance covering such Party's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability arising out of or related to this Agreement. Each Party shall add the other Party as an additional insured to its insurance policies. Each Party shall provide the other Party with the Certificate of Insurance evidencing compliance with this requirement. No Party's certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the other Party.
10. **No Waiver of Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Forest Brooke or Hidden Creek, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefits 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.
11. **Compliance with Governmental Oversight and Reporting.** All parties 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 parties 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 Shared Stormwater Pond.

12. **Construction of Language.** The term Agreement shall be inclusive of each other, also to include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.
13. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
14. **Non-Waiver.** No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
16. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by the parties hereto.
17. **Governing Law.** This agreement shall be governed by Florida law with venue in Hillsborough County, Florida.
18. **Enforcement of Agreement.** In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
19. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of Lennar, Dune FB, the Hidden Creek and the Forest Brooke. This Agreement is solely for the benefit of these parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.
20. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

- a. **If to Hidden Creek:**
Hidden Creek Community Development District
c/o DPFPG
15310 Amberly Drive, Suite 175
Tampa, Florida 34647
Attn: District Manager

- b. **If to Forest Brooke:**
Forest Brooke Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Ave.
Suite 200
Tampa, Florida 33614
Attn: District Manager

- c. **If to Dune FB:**
Dune FB Debt LLC
2502 N. Rocky Point Drive
Suite 1050
Tampa, FL 33607

- d. **If to Lennar:**
Lennar Homes, LLC
4600 W Cypress Street
Suite 200
Tampa, FL 33607

- 21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

- 22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

**Hidden Creek
Community Development District**



Michael Lawson
Chair of the Board of Supervisors

Dune FB Debt LLC


By: Hawk Management Company, LLC,
a Florida limited liability company,
its authorized agent

By: Hawk Holdings, LLC,
a Florida limited liability company,
its manager



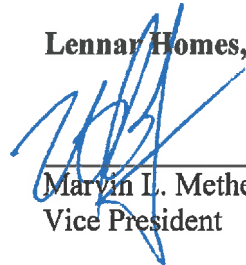
John M. Ryan
Manager

**Forest Brooke
Community Development District**



Kelly Evans
Chair of the Board of Supervisors

Lennar Homes, LLC



Marvin L. Metheny Jr.
Vice President