

FishHawk Community Development District IV

Board of Supervisors' Regular Meeting January 08, 2019

District Office: 9428 Camden Field Parkway Riverview, Florida 33578 813.533.2950

www.fishhawkcdd4.org

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

Lake House of FishHawk Ranch West 6001 Village Center Drive Lithia, Florida 33547

Board of Supervisors Dayna Kennington Chairman

Daniel Rothrock Vice Chairman
Randy Appenzeller Assistant Secretary
Brian Steever Assistant Secretary

District Manager Christine Perkins Rizzetta & Company, Inc.

District Counsel Erin McCormick Erin McCormick Law, PA

District Engineer Tim Plate Heidt Design, LLC

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

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578 www.fishhawkcdd4.org

Board of Supervisors FishHawk Community Development District IV January 7, 2019

REVISED AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the FishHawk Community Development District IV will be held on **Tuesday**, **January 8**, **2019 at 9:00 a.m.**, at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547. The following is the tentative agenda for this meeting:

1.		L TO ORDER/ROLL CALL					
2.	_	JDIENCE COMMENTS					
3. CONSENT AGENDA ITEMS/BUSINESS ADMINISTRATION A Consideration of the Minutes of the Board of Supervisors							
	A.	Consideration of the Minutes of the Board of Supervisors					
	D	Regular Meeting held on December 11, 2018Tab 1					
	B.	Consideration of Operations & Maintenance Expenditures					
	0	for November 2018					
4.	C.	Ratification Series 2013 Requisition #358Tab 3					
4.		· · · · · · · · ·					
	A.	Field Services Manager					
		Presentation of December 2018 Tab 4 Tab 4					
	Б.	Field Inspection ReportTab 4					
	B.	Aquatic Systems					
		Presentation of December 2018 Aquatic Systems Table 5					
	0	Inspection ReportTab 5					
	C.	District Counsel					
	D.	District Engineer					
	<u>E</u> .	Amenities Manager					
_	F.	District Manager					
5.		INESS ITEMS					
	A.	Consideration of Conveyances from NNP-IV Lake Hutto,					
		LLC to the CDD					
		 FishHawk Ranch West Gopher Tortoise CE and Wetland CA 					
		Tract B-19 in Phases 1B/1C, 2A/2B, & 4A					
		a. Bill of SaleTab 6					
		b. DeedTab 7					
	B.	Ratification of Wall Easement AgreementTab 8					
	C.	Consideration of Proposal for Roundabout Repairs					
		from Standard Brick PaversTab 9					
	D.	Discussion of District Amenities PoliciesTab 10					
6.	SUP	ERVISOR REQUESTS					
7	AD.I	OURNMENT					

FishHawk Community Development District IV January 8, 2019 Agenda

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 533-2950.

With Warm Regards,

Christine Perkins

Christine Perkins District Manager

Tab 1

MINUTES OF MEETING

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

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

The Regular meeting of the Board of Supervisors of the FishHawk Community Development District IV was held on **Tuesday**, **December 11, 2018 at 9:00 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida, 33547.

Present and constituting a quorum were:

Randy Appenzeller	Board Supervisor, Vice Chairman
Dayna Kennington	Board Supervisor, Assistant Secretary
Rick Stevens	Board Supervisor, Assistant Secretary
Daniel Rothrock	Board Supervisor, Assistant Secretary

Also present were:

Christine Perkins Brian Radcliff	District Manager; Rizzetta & Company, Inc. District Manager; Rizzetta & Company, Inc.
John Toborg	Field Services Manager; Rizzetta
Erin McCormick	District Counsel; Eric McCormick Law
Lara Bartholomew	District Engineer; Heidt Design (via phone)
Deneen Klenke	Amenities Manager
Dana Bryant	Sunrise Landscape
Kyle Scroggins	Signal 88 Security

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Perkins called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS Audience Comments

There were no audience comments.

THIRD ORDER OF BUSINESS Consent Agenda Items/Business Administration

- **A.** Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on November 13, 2018
- **B.** Consideration of Operation & Maintenance Expenditures for October 2018 (\$94,362.83)

 C. Ratification of Construction Requisition #357

REQUISITION NO.	PAYEE	AMOUNT
357	Erin McCormick Law, PA	\$2,380

On a Motion by Mr. Stevens, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the Consent Agenda Items A - C for FishHawk Community Development District IV.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Field Services Manager

November 2018 Field Inspection Report

Mr. Toborg reviewed the November 2018 Field Inspection Report for the Board, reviewing several items, which included resident's utilization of District property for access of constructing pools which have caused considerable damage to turf and irrigation. Ms. Perkins verified that several residents have signed agreements with the District that authorizes them to access District property with the understanding that they would subsequently be responsible for making any necessary repairs to return District property to its original state. Mr. Toborg also reviewed several key areas of turf conditions and declining plant material.

Consideration of Proposals from Sunrise Landscape

1.) Florida Red Flame Maple (\$3,562.50)

Discussion ensued about the location of the replacement Florida Red Flame Maple Oak Trees and the need to replace two due to being required street trees. Ms. Perkins requested a revised proposal be sent to reflect the pricing of the two trees.

2.) Parsons Juniper (\$2,650.00)

 Mr. Toborg reviewed that the flax lily was declining throughout the District and thus it was recommended to be replaced with parsons juniper. The consensus was that this proposal was not an immediate need to be addressed.

3.) Roundabout Replanting I (\$1,725.00)

4.) Roundabout Replanting II (\$1,925.00)

Discussion ensued about the two roundabout replanting proposals and their locations along Village Center Drive, the type of plant material that would best thrive, and the desire of the Board to include some more color.

 On a Motion by Mr. Stevens, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved a revised landscape enhancement proposal for the replacement of two Florida Red Flame Maples from Sunrise Landscape for FishHawk Community Development District IV.

On a Motion by Mr. Appenzeller, seconded by Mr. Stevens, with all in favor, the Board of Supervisors approved Landscape Enhancement Proposals for Roundabout Replanting I (\$1,745.00), and Roundabout Replanting II (\$1,925.00) from Sunrise Landscape for FishHawk Community Development District IV.

November 2018 Aquatic Systems Inspection Report

Report to the Board. There were no questions from the Board.

B. Aquatic Systems

Ms. Perkins presented the November 2018 Aquatics Systems Inspection

C. District Counsel

Ms. McCormick presented a Brick Wall Easement Agreement for the East Side of Circa FishHawk Blvd and reviewed its contents for the Board (Exhibit A). Ms. McCormick additionally remarked that the District Engineer would ensure its in good working condition before being transferred and the Developer would convey ownership via a Bill of Sale.

On a Motion by Mr. Stevens, seconded by Mr. Appenzeller, with all in favor, the Board of Supervisors approved the Brick Wall Easement Agreement in Substantial Form subject to final review and approval by District Staff and the Chairman for FishHawk Community Development District IV.

D. District Engineer

Ms. Bartholomew had no report.

E. Amenities Manager

Ms. Klenke provided some feedback on Decorating Elves, and Ms. Perkins also communicated several challenges were encountered with the holiday decorations, therefore it was not recommended to continue to seek working with other vendors next holiday season. Ms. Klenke additionally asked the Board for their input on security services hours, needs, etc. as there would be a follow-up meeting with Signal 88 after the CDD meeting had concluded. Discussion ensued on the general District needs and prospective scheduled hours.

F. District Manager

Ms. Perkins expressed that the next regularly scheduled meeting will be held on January 08, 2018 at 9:00 A.M. Ms. Perkins additionally introduced Mr. Radcliff from Rizzetta & Co., as he would be transitioning into the District over

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV December 11, 2018 Minutes of Meeting Page 4

137 138 the next several months to take over as District Manager. 139 FIFTH ORDER OF BUSINESS Consideration of Conveyances from 140 NNP-IV Lake Hutto, LLC to the CDD 141 142 143 1. FishHawk Ranch West Gopher Tortoise CE & Wetland CA Tract B-19 In Phases 1B/1C, 2A/2B, & 4A 144 Bill of Sale a. 145 Deed 146 b. 147 148 This item was tabled and would be revisited at the January meeting. 149 150 SIXTH ORDER OF BUSINESS Discussion of Board Supervisor **Appointment for Vacant Seats** 151 152 153 Ms. Perkins had communicated that she had received Mr. Bosarge's resignation 154 letter to the District, as his seat was declared vacant until a qualified elector of the District was identified to be appointed. Ms. Perkins communicated that she had received materials 155 from two qualified electors, Mr. Stewart and Mr. Steever for the Board's consideration. 156 157 On a Motion by Mr. Stevens, seconded by Mr. Appenzeller, with all in favor, the Board of Supervisors appointed Mr. Jeff Stewart to Seat #5 for FishHawk Community Development District IV. 158 On a Motion by Ms. Kennington, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors accepted Mr. Stevens resignation from the Board of Supervisors for FishHawk Community Development District IV. 159 On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors appointed Mr. Brian Steever to Seat #4 for FishHawk Community Development District IV. 160 SEVENTH ORDER OF BUSINESS 161 Administer Oath of Office to Newly **Appointed Supervisors** 162 163 1. Consideration of Compensation 2. Review of Chapter 190 FL Statues 164 3. Review of Sunshine Laws and Code of Ethics for Public Officers and Employees 165 166 Ms. Perkins, a notary of the State of Florida, administered the Oath of Office to Mr. 167 Stewart, who also replied in the affirmative in receiving compensation for his role. Ms. 168 McCormick reviewed Chapter 190 FL Statues as well as several important items under the 169 Sunshine Laws and Code of Ethics. 170 171 172 Mr. Steever would be notified that he was appointed to the Board and thus would be

sworn in at the next meeting.

FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV **December 11, 2018 Minutes of Meeting** Page 5

179 180

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2019-02, **Designating Officers of the District**

181 182 183

184

185

Discussion ensued about the Board Supervisor Roles, and it was the consensus of the Board to have Ms. Kennington serve as Chairman, Mr. Rothrock as Vice Chairman, as well as Mr. Appenzeller, Mr. Stewart, and Mr. Steever as Assistant Secretaries.

186 187

> On a Motion by Mr. Rothrock, seconded by Ms. Stewart, with all in favor, the Board of Supervisors adopted Resolution 2019-02, Designating Officers of the District for FishHawk Community Development District IV.

Mr. Stewart discussed the development changes within Encore that impacted the

188 189

190

NINTH ORDER OF BUSINESS

Supervisor Requests

191 number of total units, as well as provided the update that the 2019 Encore budget was 192 approved. Mr. Stewart additionally inquired about land use zoning and the impact of the 193 change in units, as it would provide additional operation and maintenance revenue to the

194 195 196

197

198

199 200 **TENTH ORDER OF BUSINESS**

could be reported to the District Manager.

Adjournment

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors adjourned the meeting at 9:54 a.m. for FishHawk Community Development District IV.

District. Mr. Stewart also asked about the process of reporting landscaping issues, which

201 202

203 204

Secretary/Assistant Secretary

Chairman/Vice Chairman

FishHawk CDD IV EXHIBIT TO 12-11-18 MINUTES:

Wall Easement Agreement

AGREEMENT REGARDING WALL IMPROVEMENTS

This AGREEMENT REGARDING WALL IMPROVEMENTS (this "Agreement") is executed as of the ____ day of December, 2018 (the "Effective Date") by and between NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company, whose address is 777 South Harbour Island Boulevard, Suite 320, Tampa, Florida 33602 (the "NNP"), and FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a special purpose unit of local government, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"), and NNP and the District are each individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. On even date herewith, NNP is conveying certain personal property to the District as more particularly described in that certain Bill of Sale, an unexecuted copy of which is attached hereto as **Exhibit A** (the "**Personal Property**").
- B. In consideration of the District's acceptance of the Personal Property, the Parties wish to provide for NNP to tie-off and/or re-route certain irrigation facilities and lighting facilities, if necessary, as more particularly described in this Agreement.
- NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
- 1. <u>Recitals; Exhibit</u>. The foregoing recitals are true and correct and, together with the Exhibit attached hereto, are incorporated herein by this reference.
- 2. <u>Irrigation</u>. NNP agrees that it will determine the location of the irrigation facilities needed for maintenance of the Personal Property, and if any irrigation facilities, which are necessary to maintain the Personal Property conveyed to the District in the Bill of Sale, are located outside of the easement area described on <u>Exhibit "B"</u> of the Bill of Sale ("Easement Area"), then within one hundred twenty (120) days after the Effective Date, NNP (at NNP's sole cost and expense) shall cause the same to be tied-off and/or re-routed to the extent necessary to provide adequate irrigation coverage to the District's Personal Property located within the Easement Area.
- 3. <u>Lighting</u>. NNP agrees that it will determine the location of the lighting conduit and other lighting facilities, and if any lighting conduit or other lighting facilities which are necessary to maintain the lighting of the Personal Property conveyed to the District in the Bill of Sale, are located outside of the Easement Area, then within one hundred twenty (120) days after the Effective Date, NNP (at NNP's sole cost and expense) shall cause the same to be re-routed to the extent necessary to provide lighting of the Personal Property in accordance with the plans and specifications for such Personal Property.
- 4. <u>Temporary License</u>; <u>Indemnity</u>. The District hereby grants to NNP, its agents and contractors, upon at least twenty-four (24) hours' notice to the District, the right and license to enter the Easement Area for the purpose of performing any work required by Section 2 above. NNP hereby agrees to indemnify, hold harmless, and defend the District from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and reasonable attorneys' fees (as applicable "Claims"), that may be made, brought or incurred, by or against the District arising from NNP's (or its agents' or contractors') negligence in connection with the performance of any work required by Section 2 and the exercise of the license rights granted in this section; excluding however, any Claims to the extent arising from the negligent acts or omissions of

the District its agents or contractors. The work described in Section 2 above shall be performed in a good, workmanlike manner, and in compliance with all laws, ordinances, regulations, permits and approvals. If NNP or its agents, employees, or contractors cause any damage to the Easement Area, or the property adjacent to the Easement Area, or any improvements therein, then NNP, at its sole cost and expense, shall promptly replace or repair the damaged portion of the Easement Area or the adjacent property (and any improvements therein, as applicable) to the condition that existed prior to the damage.

5. <u>Miscellaneous</u>.

- (a) <u>Governing Law; Venue</u>. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Hillsborough County, Florida.
 - (b) <u>Effectiveness</u>. This Agreement shall be effective upon execution by the Parties.
- (c) <u>Interpretation</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.
- (d) Notices. Any notice or other communication required or permitted to be given, sent, delivered, or furnished to any Party under the provisions of this Agreement must be written and shall be deemed to have been received by the addressee thereof when (a) delivered in person to the address of such Party set forth below, (b) delivered by guaranteed overnight delivery service, or (c) mailed, with the proper postage affixed, to the address of the Parties as provided below in accordance with the notice provisions hereof. Such notice, if mailed, shall be deemed received three (3) business days after the date of deposit in the U.S. mail, unless earlier received by the addressee. Any Party may change its address for purpose of notices permitted or required under this Agreement by providing the other Party with notice of a change of address in accordance with this section, and no formal amendment to this Agreement will be required to effectuate such a change in address.

If to the District:

Fishhawk Community Development District IV c/o Rizzetta & Company, Incorporated Attn: Christine Perkins, District Manager 9428 Camden Field Parkway Riverview, Florida 33578

If to NNP:

NNP-IV Lake Hutto, LLC Attn: Vice President of Operations 777 S. Harbour Island Boulevard, Suite 320 Tampa, Florida 33602

With a copy for the District to:

Erin McCormick Law, P.A. Erin McCormick, Esq. 3314 Henderson Boulevard Suite 103 Tampa, Florida 33609

With a copy for NNP to:

Feldman & Mahoney, P.A. Jessica Paz Mahoney, Esq. 2240 Belleair Road Suite 210 Clearwater, Florida 33764

- (e) <u>Waivers and Consents</u>. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement. The rights of the Parties shall be cumulative and the failure on the part of a Party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.
- (f) <u>Headings</u>. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (g) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

NNP:

NNP IV-LAKE HUTTO, LLC,
a Delaware limited liability company

By:

Rick Stevens, Vice President

DISTRICT:

FISHHAWK COMMUNITY
DEVELOPMENT DISTRICT IV,
a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes

Exhibit A
Bill of Sale
[Attached on the following pages.]

BILL OF SALE

(Brick Wall Improvements)

KNOW ALL MEN BY THESE PRESENTS, that NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company, whose address for purposes hereof is 777 S. Harbour Island Boulevard, Suite 320, Tampa, Florida 33602 ("Developer"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District") whose address is c/o Rizzetta & Company, Inc., 9428 Camden Field Parkway, Riverview, Florida 33578, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the "Personal Property"), to-wit:

See **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District's own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) that Developer has not previously conveyed the Personal Property to any other party; (b) that all contractors and subcontractors furnishing services or materials relative to the Personal Property have been paid in full, and (c) Developer has no knowledge of any defects in the Personal Property. Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its "as-is" condition.

AND Developer does hereby covenant with the District that Developer will warrant and defend the title of the Personal Property unto the District, its successors and assigns, against the lawful claims and demands of all persons claiming by, through and under Developer, but against none other.

[Signature pages follow.]

[Developer's Signature Page to Bill of Sale]

IN WITNESS WHEREO	F, the Developer has caused this instrument to be executed in its name
this day of,	2018.
Signed, sealed and delivered in the presence of:	NNP IV-LAKE HUTTO, LLC, a Delaware limited liability company
Print Name:	Rick Stevens, Vice President
Print Name:	
STATE OF FLORIDA COUNTY OF	
Rick Stevens, as Vice President company, on behalf of the comp	was acknowledged before me thisday of, 2018, by of NNP IV-LAKE HUTTO, LLC, a Delaware limited liability pany, [CHECK ONE] // who is personally known to me or as identification.
	NOTARY PUBLIC, State of Florida
	Print or Stamp Name My Commission Expires:
	NOTARY SEAL:

[Signatures Continued on Following Page]

[District's Signature Page to Bill of Sale]

Signed, sealed and delivered	ACCEPTED BY DISTRICT:			
•	FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV, a local unit of			
TATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was ackny as COMMUNITY DEVELOPMENT DIS rganized and existing under Chapter 190	special purpose government, organized and existing under Chapter 190, <u>Florida Statutes</u>			
	By: Print: Title:			
	cknowledged before me this day of, 2018,			
COMMUNITY DEVELOPMENT Dorganized and existing under Chapter 1 known to me or //who	of FISHHAWK DISTRICT IV, a local unit of special purpose government, 90, Florida Statutes, [CHECK ONE] //who is personally has produced a			
us re	to in the state of			
	NOTARY PUBLIC, State of Florida			
	Print or Stamp Name My Commission Expires:			
	NOTARY SEAL:			

Exhibit "A" Personal Property

Decorative brick wall, associated concrete ribbon curb, lighting, landscaping, irrigation, and all related improvements, within the easement area more particularly described and depicted on **Exhibit "B"** attached hereto.

All site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, drainage rights, and similar documents pertaining to or applicable to, or in any way connected with the development, construction and ownership of the Personal Property.

All of the rights, title, interest and benefit of Grantor, if any, in, to and under any and all guaranties, warranties, affidavits, lien waivers, and agreements given with respect to the Personal Property.

Exhibit "B" Easement Area

[Legal description and sketch attached on the following pages.]

SHEET NO. 1 OF 2 DESCRIPTION SKETCH (NOT A BOUNDARY SURVEY)

DESCRIPTION: A parcel of land lying in the Southeast 1/4 of Section 24, Township 30 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

COMMENCE at the Westerlymost corner of Spector Road, according to the plat FISHHAWK RANCH WEST PHASE 2A/2B, as recorded in Plat Book 123, Page 165 through 190, inclusive, of the public records of Hillsborough County Florida, said point also being on the Easterly right-of-way line of Circa Fishhawk Boulevard, as recorded in O.R. Book 19165, Page 767, of the public records of Hillsborough County, Florida; thence along said Easterly right-of-way the following three (3) courses: 1) Northwesterly, 531.66 feet along the arc of a curve to the right, having a radius of 1207.00 feet and a central angle of 25°14'16" (chord bearing N.18°59'47"E., 527.37 feet) to the POINT OF BEGINNING; 2) continue Northwesterly, 22.18 feet along the arc of said curve to the right having the same radius of 1207.00 feet and a central angle of 01°03'10" (chord bearing N.06°54'15"W., 22.18 feet); 3) Northeasterly, 42.29 feet along the arc of a compound curve to the right having a radius of 25.00 feet and a central angle of 96°55'15" (chord bearing N.42°04'50"E., 37.42 feet), to a point on the South right-of-way line of Fishhawk Boulevard, also being the South boundary of Right-of-Way Parcel 7, as recorded in Official Records Book 8602, Page 290 and in Official Records Book 19165, Page 789, both of the Public Records of Hillsborough County, Florida; thence along said South right-of-way line, S.89°27'50"E., a distance of 22.68 feet; thence S.00°32'10"W., a distance of 50.00 feet; thence N.89°27'50"W., a distance of 44.62 feet to the POINT OF BEGINNING.

Containing 2215 square feet, more or less.

NOTES: 1) See Sheet No. 2 for Sketch. This Sketch Prepared For NNP IV LAKE HUTTO: Description Dwn. Ck'd P.C. Order 1403 E. 5th Avenue Tampa, Florida 33605 www.geopolntaurvey.com Drawn: JMG | Checked: SEC | P.C.: ~~ NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LIGENSED SURVEYOR AND MAPPER



Date: 12/11/18 | Dwg:COD-SIGN-2 Order No.: Section 24, Township 30 South, Renge 20 East

SHEET NO. 2 OF 2 DESCRIPTION SKETCH \$ (NOT A BOUNDARY SURVEY) II Scale: FISHHAWK BOULEVARD (Right-of-Way Width Varies) Right-of-Way Parcel 1 (O.R. Book 8602, Page 290) RIGHT-OF-WAY PARCEL 7 (O.R. Book 8602, Page 290 & O.R. Book 19165, Page 789) S.89°27'50"E. R=25.00 South boundary of the Right—of—way for FISHHAWK BOULEVARD, also South boundary of Right—of—way Parcel 7 L=42.29' △=096*55'15" CB=N42'04'50"E C = 37.42CIRCL R=1207.00' L=22.18' C.D.D. WALL & ∆=001'03'10" N.89'27'50"W. 44.62' LANDSCAPE CB=N06'54'15"W $C=22.18^{\circ}$ **EASEMENT** Area = 2215 Square Feet± FISHHAWK (O.R. Book 19165, Page 767) (Right-of-Way Width Varies) POINT OF BEGINNING BOULEVARD R=1207.00' L=531.66' Δ=25'14'16" SPECTOR ROAD

SPECTOR (Public) CB=N.18'59'47"W. C=527.37 POINT OF COMMENCEMENT Westerlymost corner of SPECTOR ROAD GARRED RALES SPOK M. GRE CENSE NUMBER NOTES: 1) See Sheet No. 1 for Legal Description. This Sketch Prepared For NNP IV LAKE HUTTO REVISIONS
Date Dwn. Ck'd P.C. Order No. SURVEYOR'S
certifies that a survey of the Description Surveying, Inc. Phone: (813) 248-8888 Fax; (813) 248-2266 Licensed Business Number LB 7768 1403 E. 5th Avenue Tampa, Florida 33605 www.geopointsurvey.com Jack M. FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. Drawn: JMG Checked: SEC P.C.: ~~ Data: ~ NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LIGENSED SURVEYOR AND MAPPER Date: 12/11/18 | Dwg:CDD-SKN-2 Order No.: Section 24, Township 30 South, Range 20 East

Tab 2

FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FL 33578

Operation and Maintenance Expenditures November 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2018 through November 30, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:	\$92,852.45
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check Number	r Invoice Number	Invoice Description	Invo	ice Amount
Aquatic Systems, Inc.	001463	0000426953	Monthly Lake and Wetland Services 11/18	\$	969.00
Ballenger & Company, Inc.	001452	18490	SWFWMD Reporting 10/18	\$	775.00
Ballenger & Company, Inc.	001464	18508	Irrigation Repairs 11/18	\$	233.97
Dayna J. Kennington	001462	DK111318	Board of Supervisors Meeting 11/13/18	\$	200.00
Erin McCormick Law, PA	001453	10265	Legal Services 10/18	\$	4,162.03
G4S Secure Solutions Inc.	001448	10126167	Security Services 10/09/18-10/14/18	\$	1,895.32
G4S Secure Solutions Inc.	001454	10134374	Security Services 10/15/18-10/21/18	\$	1,895.32
G4S Secure Solutions Inc.	001460	10145254	Security Services 10/22/18-10/28/18	\$	1,895.32
Heidt Design, LLC	001465	30983	Engineering Services 10/18	\$	1,076.25
Hillsborough County BOCC	001461	1416996147 10/18	Summary Bill 10/18	\$	137.72
Rizzetta & Company, Inc.	001449	INV0000036053	District Management Services 11/18	\$	4,399.67
Rizzetta Technology Services	001450	INV0000003872	Website Fees & Maint 11/18	\$	175.00
Robert S. Bosarge	001459	RB111318	Board of Supervisors Meeting 11/13/18	\$	200.00
Sunrise Landcare Inc.	001451	104187	Fertilizer & Pest Control 09/18	\$	5,854.50
Sunrise Landcare Inc.	001466	104235	Landscape Maintenance - 11/18	\$	26,762.00
Sunrise Landcare Inc.	001455	104346	Irrigation Repairs 10/18	\$	1,170.18
Sunrise Landcare Inc.	001466	104366	Plant Installation 10/18	\$	3,750.00
Sunrise Landcare Inc.	001466	104367	Plant Installation 10/18	\$	1,800.50
Sunrise Landcare Inc.	001466	104368	Plant Installation 10/18	\$	4,105.00
Sunrise Landcare Inc.	001466	104371	Irrigation Repairs 10/18	\$	2,065.00
Sunrise Landcare Inc.	001466	104420	Irrigation Repairs 11/18	\$	505.38
Tampa Electric Company	001456	211009122667 10/18	Village Center Dr PH 2 10/18	\$	9,634.48
Tampa Electric Company	001456	Summary Bill 10/18	Electric Summary Bill 10/18	\$	19,022.81

Fishhawk IV Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check Number Invoice Number		Invoice Description		Invoice Amount		
Terminix Processing Center	001458	380231388	6001 Village Center Exterior Pest Control 10/18	\$	168.00		
Report Total				\$	92.852.45		