



Rizzetta & Company

# **Acacia Fields Community Development District**

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## **Board of Supervisors' Meeting**

### **December 9, 2025**

**District Office:**  
5844 Old Pasco Road Suite 100  
Wesley Chapel, FL 33544  
813.533.2950

# ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, 5844 Old Pasco Road Suite 100, Wesley Chapel, FL 33544

<b>District Board of Supervisors</b>	Kelly Evans Lori Campagna Momo Anselmi Jacob Walsh Bradley Gilley	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Scott Brizendine	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley, Robin & Vericker
<b>District Engineer</b>	Jeremy Couch	Tampa Civil

**All Cellular phones and pagers must be turned off while in the meeting room.**

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) 933-5571. 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.

# ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

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District Office – Wesley Chapel, Florida (813) 994-1001  
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614  
Acaciafieldscdd.org

December 2, 2025

**Board of Supervisors**  
**Acacia Fields Community**  
**Development District**

## AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Acacia Fields Community Development District will be held on **Tuesday, December 9, 2025 at 9:00 a.m.**, or immediately after the New Port Corners CDD meeting to be held at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33558. The following is the agenda for the meeting:

**BOS MEETING:**

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the November 11, 2025 Regular Meeting Minutes ..... Tab 1
  - B. Ratification of Operation & Maintenance Expenditures For October 2025 ..... Tab 2
- 4. BUSINESS ITEMS**
  - A. Consideration of Bond Related Matters
    - i. Consideration of Engineer's Report..... Tab 3
    - ii. Consideration of Master Special Assessment Allocation Report ..... Tab 4
    - iii. Consideration of Resolution 2026-01; Declaring Preliminary Special Assessments ..... Tab 5
    - iv. Consideration of Resolution 2026-02; Setting Public Hearing on Debt Assessments ..... Tab 6
  - B. Ratification of GIG Outdoor Lighting Agreement ..... Tab 7
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager ..... Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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) 994-1001.

Sincerely,  
*Scott Brizendine*  
Scott Brizendine  
District Manager

# Tab 1

**ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT**  
**November 11, 2025 - Minutes of Meeting**  
**Page 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.*

# ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

The regular Meeting of the Board of Supervisors of Acacia Fields Community Development District was held on **Tuesday, November 11, 2025, at 9:17 a.m.** at the Hilton Garden Inn Tampa Suncoast Parkway, 2155 Northpointe Parkway Lutz, FL 33558.

## Present and constituting a quorum:

Kelly Evans	Chair
Lori Campagna	Vice-Chair
Bradley Gilley	Assistant Secretary
Momo Anselmi	Assistant Secretary
Jacob Walsh	Assistant Secretary

Also present were:

Scott Brizendine  
John Vericker  
KC Hopkinson

**District Manager, Rizzetta & Company**  
**District Counsel, Straley Robin Vericker**  
**District Counsel, Straley Robin Vericker**

## Audience None

## FIRST ORDER OF BUSINESS

## Call to Order

Mr. Brizendine opened the meeting at 9:18 a.m.

## SECOND ORDER OF BUSINESS

## Audience Comments on Agenda Items

No audience members present.

## THIRD ORDER OF BUSINESS

## **Consideration of Board of Supervisors Regular Meeting Minutes for October 14, 2025**

On a Motion by Mr. Gilley, seconded by Mr. Walsh, with all in favor, the Board of Supervisors approved the Board of Supervisors Regular Meeting Minutes for October 14, 2025, for Acacia Fields Community Development District.

## FOURTH ORDER OF BUSINESS

## Ratification of Operation and

ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT  
November 11, 2025 - Minutes of Meeting  
Page 2

47 Maintenance Expenditures for  
48 September 2025

49  
50 On a Motion by Ms. Evans, seconded by Ms. Anselmi, with all in favor, the Board of  
51 Supervisors ratified the operation and maintenance expenditures for September 2025  
52 (\$11,807.88), for the Acacia Fields Community Development District.

53 **FIFTH ORDER OF BUSINESS**

54 **Staff Reports**

55 **A. District Counsel**

56 Ms. Hopkinson received the master engineer's report today and will start the debt  
57 process next meeting and public hearing will be in February or March.

58 **B. District Engineer**

59 No present.

60 **C. District Manager**

61 The next regular meeting will be on December 9, 2025, at 9:00 a.m. at the  
62 Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz,  
63 Florida 33558.

64  
65 On a Motion by Ms. Evans, seconded by Ms. Campagna, with all in favor, the Board of  
66 Supervisors approved to hold the December 9, 2025 meeting at 9:00 a.m. at the Hilton  
67 Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, Florida 33558,  
68 for the Acacia Fields Community Development District.

69 **SIXTH ORDER OF BUSINESS**

70 **Supervisor Requests**

71 There were no supervisor requests.

72 **SEVENTH ORDER OF BUSINESS**

73 **Adjournment**

74  
75 On a Motion by Ms. Evans, seconded by Ms. Anselmi, with all in favor, the Board of  
76 Supervisors adjourned the meeting at 9:21 a.m., for Acacia Fields Community  
77 Development District.

78  
79 Assistant Secretary/Secretary

80 Chairman / Vice-Chairman

## Tab 2

# ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

## **Operation and Maintenance Expenditures October 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,869.66**

Approval of Expenditures:

Chairperson

Vice Chairperson

Assistant Secretary

## Acacia Fields Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Bradley Gilley	300039	BG101425	Board of Supervisors Meeting 10/14/25	\$ 200.00
Egis Insurance Advisors, LLC	300031	29322	Policy #1001251221 10/01/2025-10/01/2026	\$ 5,000.00
Florida Department of Commerce	300037	93886	Special District Fee FY25/26	\$ 175.00
Gig Fiber, LLC	300040	5250	Streetlight Lease 10/25	\$ 721.00
Kelly Evans	300032	KE090925	Board of Supervisors Meeting 09/09/25	\$ 200.00
Kelly Evans	300041	KE101425	Board of Supervisors Meeting 10/14/25	\$ 200.00
Lori Campagna	300033	LC090925	Board of Supervisors Meeting 09/09/25	\$ 200.00
Lori Campagna	300042	LC101425	Board of Supervisors Meeting 10/14/25	\$ 200.00
Morgana Anselmi	300034	MA090925	Board of Supervisors Meeting 09/09/25	\$ 200.00
Morgana Anselmi	300043	MA101425	Board of Supervisors Meeting 10/14/25	\$ 200.00
Pasco County Tax Collector	300046	102825 Pasco	Interlocal Agreement Fee - Uniform Method 10/25	\$ 700.00
Rizzetta & Company, Inc.	300038	INV0000103632	District Management Services 10/25	\$ 3,300.00
Sean Michael Finotti	300035	SF090925	Board of Supervisors Meeting 09/09/25	\$ 200.00
Sitex Aquatics, LLC	300044	10199-b	Aquatic Maintenance 09/25	\$ 465.00

## Acacia Fields Community Development District

### Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Sitex Aquatics, LLC	300044	10310-b	Aquatic Maintenance 10/25	\$ 465.00
Straley Robin Vericker	300045	26989	Legal Services 07/25	\$ 2,382.41
The Observer Group, Inc.	300036	25-01965P	Legal Advertising 09/19/25	\$ 61.25
<b>Total</b>				<b>\$ 14,869.66</b>

Acacia Fields CDD - Regular Meeting  
Meeting Date: October 14, 2025

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if paid
Kelly Evans	✓
Lori Campagna	✓
Bradley Gilley	✓
MoMo Anselmi	✓

Morgana

(\*) Does not get paid

*NOTE: Supervisors are only paid if checked.*

**EXTENDED MEETING TIMECARD**

Meeting Start Time:	9:39 am
Meeting End Time:	9:48 am
Total Meeting Time:	9 min

Time Over	(?) Hours:
-----------	------------

Total at \$400 per Hour:
--------------------------

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$400 per Hour:	\$0.00

Business Mileage Round Trip	
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature:



# INVOICE



<b>Customer</b>	Acacia Fields Community Development Community
<b>Acct #</b>	1632
<b>Date</b>	09/16/2025
<b>Customer Service</b>	Yvette Nunez
<b>Page</b>	1 of 1

Payment Information	
<b>Invoice Summary</b>	\$ 5,000.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#29322 1001251221

Thank You

Please detach and return with payment



Customer: Acacia Fields Community Development Community

Invoice	Effective	Transaction	Description	Amount
29322	10/01/2025	Renew policy	Policy #1001251221 10/01/2025-10/01/2026 Florida Insurance Alliance  Package - Renew policy Due Date: 9/16/2025	5,000.00

Please Remit Payment To:  
Egis Insurance and Risk Advisors  
P.O. Box 748555

Total
\$ 5,000.00

Thank You

FOR PAYMENTS SENT OVERNIGHT: Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349  
TO PAY VIA ACH: Accretive Global Insurance Services LLC  
Routing ACH: 121000358 Account: 1291776914

<b>Remit Payment To: Egis Insurance Advisors</b> P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 accounting@egisadvisors.com	<b>Date</b> 09/16/2025
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**Fiscal Year 2025 - 2026 Special District State Fee Invoice and Payment Update**

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/01/2025				Invoice No: 93886
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2025: \$175.00

**STEP 1:** Review the following profile and make any needed changes.**1. Special District's Name, Registered Agent's Name and Registered Office Address:****Acacia Fields Community Development District**

Mr. William J. Rizzetta  
 3434 Colwell Avenue, Suite 200  
 Tampa, Florida 33614



**2. Telephone:** 813-514-0400 Ext:  
**3. Fax:** 813-514-0401  
**4. Email:** brizzetta@rizzetta.com  
**5. Status:** Independent  
**6. Governing Body:** Elected [www.ACACIAFIELDSCDP.ORG](http://www.ACACIAFIELDSCDP.ORG)  
**7. Website Address:** Not on file - Due by the end of the first fiscal year after creation.  
**8. County(ies):** Pasco  
**9. Special Purpose(s):** Community Development  
**10. Boundary Map on File:** 06/20/2025  
**11. Creation Document on File:** 06/20/2025  
**12. Date Established:** 06/12/2025  
**13. Creation Method:** Local Ordinance  
**14. Local Governing Authority:** Pasco County  
**15. Creation Document(s):** County Ordinance 25-30  
**16. Statutory Authority:** Chapter 190, Florida Statutes  
**17. Authority to Issue Bonds:** Yes  
**18. Revenue Source(s):** Assessments

**STEP 2:** Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

\_\_\_\_\_  
 Registered Agent's Signature: \_\_\_\_\_ Date OCT 17 2025

**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.

**a. Pay the Annual Fee:** Pay the annual fee by following the instructions at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee).  
**b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1.  This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2.  This special district is in compliance with its Fiscal Year 2023 - 2024 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2023 - 2024 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

**STEP 4:** Make a copy of this document for your records.

**STEP 5:** Email this document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

**Gig Fiber, LLC**  
2502 N Rocky Point Dr  
Ste 1000  
Tampa, FL 33607  
813-800-5323

# INVOICE

**streetleaf** 

<b>Invoice #:</b>	5250
<b>Invoice Date:</b>	10/01/25
<b>Amount Due:</b>	\$721.00

**Bill To:** \_\_\_\_\_

Acacia Fields Community Development  
District  
United States

Due Date
10/31/25

Item	Description	Quantity	Price	Amount
Solar Equipment Lease Income	Acacia Fields Community Development District Oct 2025	14	\$51.50	\$721.00

<b>Subtotal:</b>	\$721.00
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	\$721.00
<b>Payments:</b>	\$0.00
<b>Amount Due:</b>	<b>\$721.00</b>

Make Payable to Gig Fiber LLC

To pay online, go to <https://app02.us.bill.com/p/streetleaf>

**Acacia Fields CDD - Regular Meeting**  
**Meeting Date: September 9, 2025**

**SUPERVISOR PAY REQUEST**

Name of Board Supervisor	Check if paid
Kelly Evans	✓
Lori Campagna	✓
Bradley Gilley	✓
Sean Finotti	✓
MoMo Anselmi	✓
(*) Does not get paid	

*NOTE: Supervisors are only paid if checked.*

**EXTENDED MEETING TIMECARD**

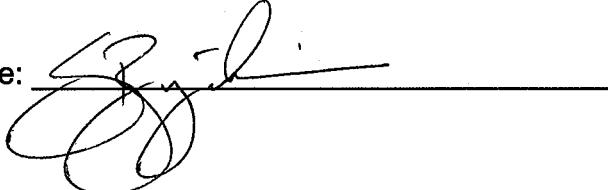
Meeting Start Time:	9:26
Meeting End Time:	9:37
Total Meeting Time:	:11
Time Over (?) Hours:	0
Total at \$175 per Hour:	0

**ADDITIONAL OR CONTINUED MEETING TIMECARD**

Meeting Date:	
Additional or Continued Meeting?	
Total Meeting Time:	
Total at \$175 per Hour:	\$0.00

Business Mileage Round Trip	.
IRS Rate per Mile	\$0.700
Mileage to Charge	\$0.00

DM Signature:



# ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

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District Office - Tampa, FL - 813-933-5571  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, FL 33614

## Check Request

Amount: \$700.00

Date: 10/28/2025

Payable to: Pasco County Tax Collector

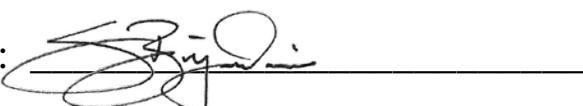
Address: PO Box 276  
Dade City, FL 33526-0276  
Attn: Janet Oroz

Description: Pasco County Tax Collector Interlocal Agreement Fee

Reason: Fee due to Tax Collector which will allow the District to utilize the Uniform Method of Collection and enter into an Interlocal Agreement with the Pasco County Tax Collector.

Requestor: Kayla Connell

Approved by:



**Rizzetta & Company, Inc.**  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

## Invoice

Date	Invoice #
10/2/2025	INV0000103632

**Bill To:**

Acacia Fields CDD  
3434 Colwell Avenue  
Suite 200  
Tampa FL 33614

## INVOICE

**Sitex Aquatics, LLC**  
PO Box 917  
Parrish, FL 34219

office@sitexaquatics.com  
+1 (813) 564-2322



**Bill to**

Acacia Fields CDD  
Rizzetta  
3434 Colewell Ave Suite 200  
Tampa, FL 33614

## Invoice details

Invoice no.: 10199-b  
Terms: Net 30  
Invoice date: 09/01/2025  
Due date: 10/01/2025

# INVOICE

**Sitex Aquatics, LLC**  
PO Box 917  
Parrish, FL 34219

office@sitexaquatics.com  
+1 (813) 564-2322



**Bill to**

Acacia Fields CDD  
Rizzetta  
3434 Colewell Ave Suite 200  
Tampa, FL 33614

## Invoice details

Invoice no.: 10310-b  
Terms: Net 30  
Invoice date: 10/01/2025  
Due date: 10/31/2025

# Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606  
Telephone (813) 223-9400  
Federal Tax Id. - 20-1778458

Acacia Fields CDD  
C/O Rizzetta & Company, Inc.  
5844 Old Pasco Road  
Tampa, FL 33544

August 15, 2025  
Client: 001633  
Matter: 000001  
Invoice #: 26989

Page: 1

RE: General

For Professional Services Rendered Through July 31, 2025

## SERVICES

Date	Person	Description of Services	Hours	Amount
7/1/2025	AM	REVISE RESOLUTION FOR PUBLIC HEARING AND PUBLICATION AD RE SAME.	0.3	\$58.50
7/1/2025	KCH	REVIEW AGENDA PACKAGE.	0.4	\$150.00
7/7/2025	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.6	\$243.00
7/7/2025	KCH	REVIEW REVISED AGENDA PACKAGE.	0.3	\$112.50
7/8/2025	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.9	\$364.50
7/8/2025	KCH	PREPARE FOR AND ATTEND BOS MEETING IN PERSON.	1.0	\$375.00
7/8/2025	NT	PREPARE CORRESPONDENCE AND MEMOS TO M. ANSELMI, NEWLY APPOINTED BOARD SUPERVISOR RE FLORIDA'S SUNSHINE LAWS AND PUBLIC RECORDS.	0.2	\$20.00
7/9/2025	KCH	REVIEW REDLINE FROM SCHOOLSTATUS; EMAILS WITH D. KRONICK REGARDING SAME.	0.2	\$75.00
7/29/2025	KCH	REVIEW FINANCIAL STATEMENTS FOR JUNE.	0.3	\$112.50
Total Professional Services			4.2	\$1,511.00

## DISBURSEMENTS

Date	Description of Disbursements	Amount
7/11/2025	Clerk, Circuit Court, Pasco County- Filing Fee- Filing Fee	\$415.80
7/22/2025	FEDEX- Federal Express- FedEx Services	\$35.61
7/31/2025	Business Observer- Professional Services- Legal Advertising	\$420.00

August 15, 2025  
Client: 001633  
Matter: 000001  
Invoice #: 26989

Page: 2

## DISBURSEMENTS

Date	Description of Disbursements	Amount
	Total Disbursements	\$871.41
	Total Services	\$1,511.00
	Total Disbursements	\$871.41
	Total Current Charges	\$2,382.41
	Previous Balance	\$8,915.75
	<i>Less Payments</i>	(\$2,013.50)
	<b>PAY THIS AMOUNT</b>	<b>\$9,284.66</b>

*Please Include Invoice Number on all Correspondence*

**Outstanding Invoices**

Invoice Number	Invoice Date	Services	Disbursements	Interest	Tax	Total
26830	July 09, 2025	\$6,819.00	\$83.25	\$0.00	\$0.00	\$9,284.66
<b>Total Remaining Balance Due</b>						<b>\$9,284.66</b>

**AGED ACCOUNTS RECEIVABLE**

0-30 Days	31-60 Days	61-90 Days	Over 90 Days
\$2,382.41	\$6,902.25	\$0.00	\$0.00

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

Invoice # 25-01965P

Date 09/19/2025

**Attn:**  
Acacia Fields CDD Rizzetta  
3434 COLWELL AVENUE SUITE 200  
TAMPA FL 33614

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

Description	Amount
Serial # 25-01965P	\$61.25
<b>Public Board Meetings</b>	
RE: Acacia Fields Board of Supervisors Meeting on October 14, 2025	
Published: 9/19/2025	

Important Message	Paid	()
Please include our Serial # on your check	Pay by credit card online: <a href="https://legals.businessobserverfl.com/send-payment/">https://legals. businessobserverfl. com/send-payment/</a>	Total \$61.25

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-906-9386 x322

## INVOICE

### Legal Advertising

#### NOTICE OF BOARD MEETING ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of Acacia Fields Community Development District will hold their regular meeting on October 14, 2025 at 9:00 a.m. at the Hilton Garden Inn Tampa Suncoast Parkway 2155 Northpointe Parkway Lutz, FL 33588.

A meeting of the Board will also be held where the Board may consider any other business that may properly come before it. A copy of the agenda may be viewed on the District's website <https://www.acaciafieldscdd.org>, or may be obtained by contacting the District Manager's office via email at [sbrizendine@rizzetta.com](mailto:sbrizendine@rizzetta.com) or via phone at (813) 994-1001.

The meeting is open to the public and will be conducted in accordance with provisions of Florida Law for Community Development Districts. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors or staff will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meetings. 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.

A 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 such appeal is to be based.

Scott Brizendine  
District Manager  
September 19, 2025

25-01965P

**Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.**

#### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

## Tab 3

# Acacia Fields of Pasco Community Development District



Prepared For:

**LENNAR®**

November 6, 2025

Prepared By:

**Tampa Civil Design**

17937 Hunting Bow Cir – Ste 102

Lutz, FL 33558

813.920.2005

## TABLE OF CONTENTS

O&M of Improvements.....	3
Current Permitting Status.....	4
Engineers Estimate of Probable Costs.....	5
APPENDIX.....	6

## O&M of Improvements

OWNERSHIP MATRIX		
Facility	Construction and/or Acquisition (1) (3)	Ownership
Offsite Improvements	CDD (2)	Pasco County
Onsite Roadways	CDD (2)	CDD
Water Distribution System	CDD (2)	County
Sanitary Sewer System	CDD (2)	County
Stormwater Management System	CDD (2)	CDD/County
Landscaping, Hardscape & Irrigation	CDD (2)	CDD
Recreational Facilities	CDD (2)	CDD
(1) It is anticipated that additional funding will be derived from other governmental entities, master developer or builders.		
(2) The Developer may fund any improvements to the extent not funded by the CDD.		
(3) At present, these improvements are to be made, acquired, constructed and/or installed from 2024-2025		

## Current Permitting Status

PERMITTING STATUS				
Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
<b>Phase 1 CDD</b>				
Pasco County	SDP/PDD (1)	SDP-2024-00074 PDD19-7383	04/03/2024	04/03/2034 (2)
Pasco County ROW	Right of Way	ROW-2023-00802	05/13/2024	11/09/2024
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	869893/43044889.003	02/06/2024	02/06/2029
Florida Department of Environmental Protection	Water Permit	Phase 1A: 1983-51CW08-167.13 Phase 1B: 1982-51CW08-167.45	09/24/2024	09/24/2025
Florida Department of Environmental Protection	Wastewater Permit	Phase 1A: 1736-51CS 08-167.13 Phase 1B: 1735-51CS 08-167.45	09/24/2024	09/24/2025
Pasco County Utilities	Utility Construction	Phase 1A: PCU#08-167.13 Phase 1B: PCU#08-167.45	08/26/2024	TBD
<b>Future Phase 2 CDD</b>				
Pasco County	SDP/PDD (1)	SDP-2025-00102 PDD24-7560	8/05/2025	8/05/2035 (2)
Pasco County ROW	Right of Way	N/A	N/A	N/A
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	893789/43044889.005	2/04/2025	2/4/2030
Florida Department of Environmental Protection	Water Permit	1829-51CW08-167.42	9/09/2025	9/09/2026
Florida Department of Environmental Protection	Wastewater Permit	2014-51CS08-167.42	9/09/2025	9/09/2026
Pasco County Utilities	Utility Construction	PCU#08-167.42.A.1	9/30/2024	TBD
(1) SDP – Site Development Permit				
(2) The project must be completely platted within ten (10) years.				

PERMITTING STATUS				
Issuing Agency	Permit ID	App/Permit #	Approval Date	Expiration Date
<b>Twin Flowers CDD</b>				
Pasco County	SDP/PDD (1)	SDP-2024-00129 PDD22-7564	08/19/2024	08/19/2034 (2)
Southwest Florida Water Management District (SWFWMD)	Environmental Resource Permit	880876/43047262.000	03/06/2024	03/06/2029
Florida Department of Environmental Protection	Water Permit	1692-51CW 08-167.31	06/28/2024	06/28/2025
Florida Department of Environmental Protection	Wastewater Permit	1937-51CS 08-167.31	06/28/2024	06/28/2025
Pasco County Utilities	Utility Construction	PCU#08-167.31.A.1	04/01/2024	TBD
(1) SDP – Site Development Permit				
(2) The project must be completely platted within ten (10) years.				

## Engineer's Estimate of Probable Costs

Community Development District		
Estimated Capital Improvement Costs (1)		
Description	Direct Estimated Cost	Fiscal Year 2024-2028
Offsite Improvements	\$8,722,465.50	\$8,722,465.50
Roadways	\$3,662,215.00	\$3,662,215.00
Stormwater Management System	\$3,487,885.75	\$3,487,885.75
Sanitary Sewer Collection System	\$2,251,342.90	\$2,251,342.90
Water Distribution System	\$1,512,622.75	\$1,512,622.75
Landscaping and Irrigation	\$3,942,260.25	\$3,942,260.25
Recreational/Amenity Facilities	\$1,400,000.00	\$1,400,000.00
Professional Services (15%)	\$3,746,818.82	\$3,746,818.82
Material Increase and Market Volatility (20%)	\$5,745,122.19	\$5,745,122.19
Contingency (20%)	\$6,894,146.63	\$6,894,146.63
<b>TOTAL</b>	<b>\$41,364,879.80</b>	<b>\$41,364,879.80</b>

(1) Cost estimate provided as of 2024

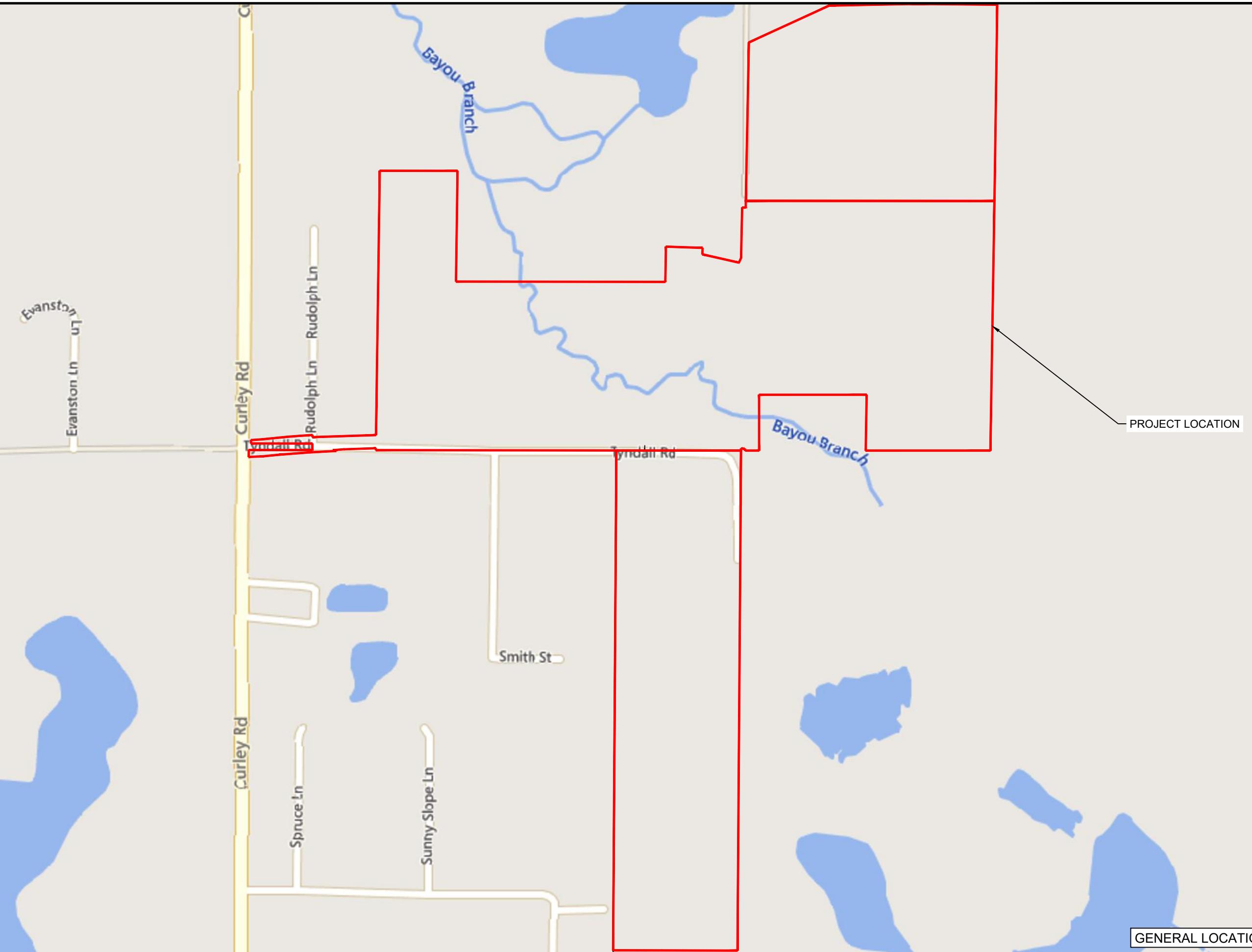
## APPENDIX

General Location .....	Appendix 1
Legal Description Sketch .....	Appendix 2
Current Existing Conditions .....	Appendix 3
Master Utility .....	Appendix 4
Future Land Use .....	Appendix 5
MPUD .....	Appendix 6



# APPENDIX 1

General Location



**TAMPA CIVIL**

## **APPENDIX 2**

**Legal Description Sketch**

## PHASE 1A

PARCEL A:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SECTION 14 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, FOR 70.01 FEET TO THE POINT OF INTERSECTION WITH A LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14, SAME BEING THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, NORTH 56°14'W, ALONG SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, FOR 1,941.2 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE EAST LINE OF THE UNRECORDED PLAT OF MT CURLEY ESTATES SUBDIVISION, ACCORDING TO OFFICIAL RECORDS BOOK 4304, PAGE 1761, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°49'19"E, ALONG SAID WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9695, PAGE 449, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'37"E, ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9696, PAGE 449, FOR 412.64 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1079, PAGE 3617, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; SAME ALSO BEING THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9695, PAGE 449, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'37"E, ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE WEST AND SOUTH LINES OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE WITH THE FOLLOWING SIX (6) COURSES ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE WEST AND SOUTH LINES OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, RESPECTIVELY: (1) THENCE LEAVING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9696, PAGE 449, FOR 00°45'10"W, FOR 588.27 FEET; (2) THENCE S89°53'49"E, FOR 1,112.05 FEET; (3) THENCE S00°45'10"W, FOR 588.27 FEET; (4) THENCE S87°59'49"E, FOR 194.69 FEET; (5) THENCE S01°55'02"W, FOR 33.06 FEET; (6) THENCE S77°03'41"E, FOR 199.06 FEET; THENCE LEAVING SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, S88°54'20"E, FOR 40.89 FEET; THENCE S01°05'40"W, FOR 701.79 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, S88°54'20"E, FOR 40.89 FEET; THENCE N89°59'50"W, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N89°59'50"W, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, FOR 10.03 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, SAME BEING THE POINT OF INTERSECTION WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, THENCE S01°05'25"W, ALONG THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, SAME BEING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME ALSO BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, FOR 226.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,918,617 SQUARE FEET OR 44.045 ACRES, MORE OR LESS

## PHASE 1B

PARCEL B:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, AND THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 296.05 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 534, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°59'50"E, ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, AND THE NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 91.04 FEET TO A POINT ON THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, SAME BEING THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, N01°05'40"E, FOR 1,030.80 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S80°57'58"E, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,230.15 FEET TO THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE S00°57'02"W, ALONG THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, FOR 1,256.79 FEET TO THE POINT OF INTERSECTION WITH A LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE LEAVING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, N89°58'05"W, ALONG SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 662.15 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, THENCE LEAVING SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, N00°58'22"E, ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, FOR 226.37 FEET TO A SOUTH CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329; THENCE N89°59'50"W, CONTINUING ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF SAID CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, FOR 570.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,418,717 SQUARE FEET OR 32.569 ACRES, MORE OR LESS.

CONTAINING 1,418,717 SQUARE FEET OR 32.569 ACRES, MORE OR LESS.

## PHASE 2

PARCEL OF LAND BEING A PORTION OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), FOR 1,326.90 FEET TO THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 13, SAME BEING THE POINT OF BEGINNING; THENCE CONVERGING N01°05'25"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 16.05 FEET TO THE POINT OF INTERSECTION WITH THE EAST MAINTAINED RIGHT-OF-WAY LINE OF WIRT ROAD; THENCE IN THE DIRECTION OF THE COURSE AHEAD SAID EAST MAINTAINED RIGHT-OF-WAY LINE OF WIRT ROAD, THEREBY LEAVING SAD WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, S82°00'40"E, FOR 15.16 FEET; (2) THENCE N01°18'43"E, FOR 285.44 FEET; (3) THENCE N01°18'39"E, FOR 278.64 FEET; (4) THENCE N00°46'31"E, FOR 262.02 FEET; THENCE LEAVING SAD EAST MAINTAINED RIGHT-OF-WAY LINE OF WIRT ROAD, N65°22'24"E, FOR 42.07 FEET; THENCE N88°56'50"E, FOR 235.15 FEET; THENCE N88°56'33"E, FOR 229.49 FEET; THENCE S89°24'57"E, FOR 428.91 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE S00°50'07"W, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,043.20 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, THENCE N89°57'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,321.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,319.354.89 SQUARE FEET OR 30.29 ACRES, MORE OR LESS.

CONTAINING 1,519,554.69 SQUARE FEET OR 35.29 ACRES, MORE OR LESS.

PLAZEWSKI

The East 1/2 of the East 1/2 of the Northeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

**BEGIN** at the Northeast Corner of Section 23, Township 25 South, Range 20 East, Pasco County, Florida; thence South 00°24'32" West, 2,657.50 feet along the East Boundary Line of the Northeast 1/4 of said Section 23 to the Southeast Corner of the Northeast 1/4 of said Section 23; thence North 89°51'06" West, 661.41 feet along the South Line of the Northeast 1/4 of said Section 23 to the Southwest Corner of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 23; thence North 00°22'39" East, 2,656.50 feet along the West Line of the East 1/2 of the Northeast 1/4 of said Section 23 to the Northwest Corner of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 23; thence South 89°56'14" East, 662.87 feet along the North Line of the Northeast 1/4 of said Section 23 to the **POINT OF BEGINNING**

Said Described Lands Containing 40.39 Acres.

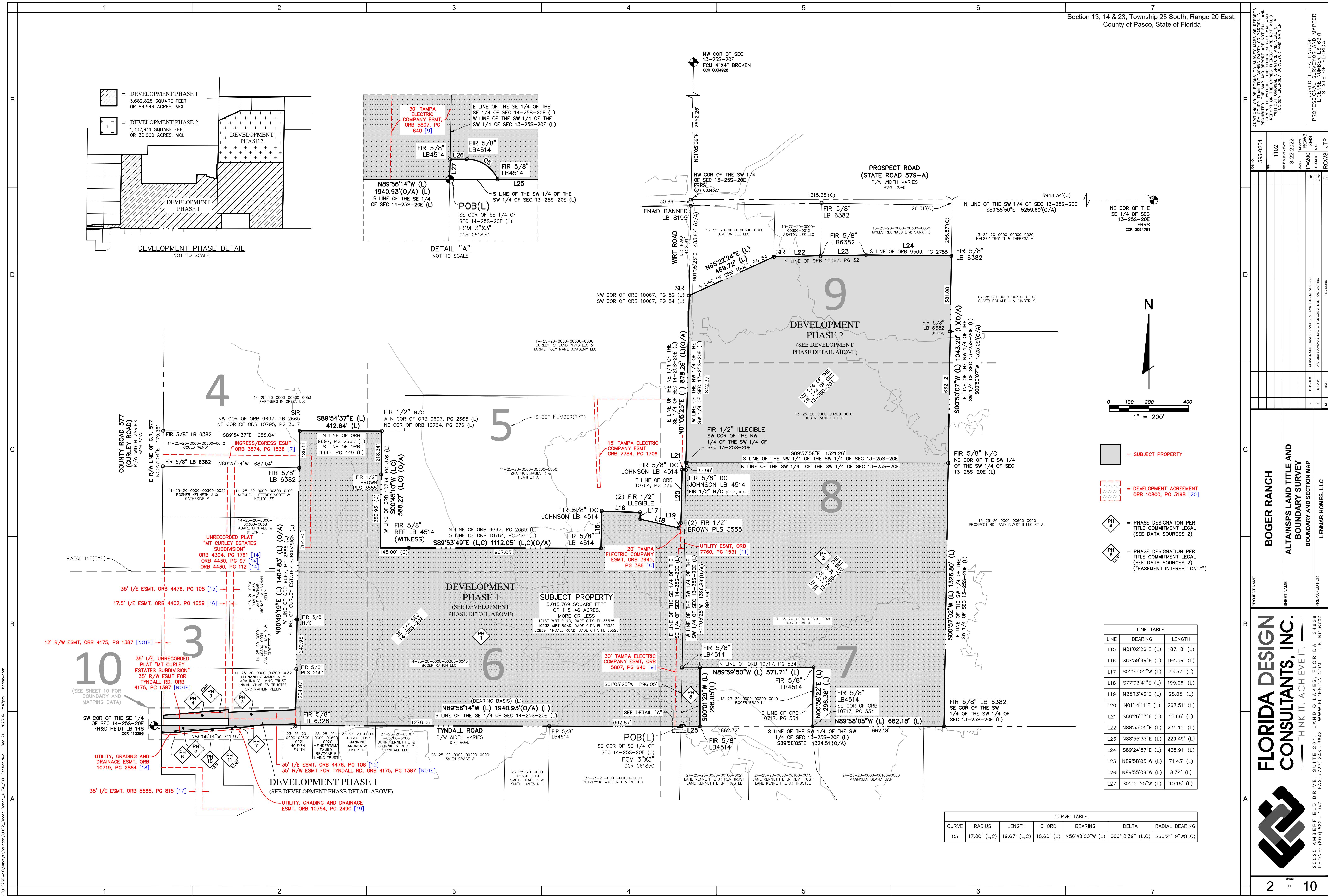
SHATZBERG

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S. 00 DEG. 00'17" E. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 664.85 FEET TO A POINT ON THE BOUNDARY OF KNOLLWOOD ACRES AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 139-142, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO COURSES ALONG THE BOUNDARY OF SAID PLAT OF KNOLLWOOD ACRES: (1) S. 89 DEG 47'40" W., A DISTANCE OF 661.13; (2) N. 00 DEG. 03'08" W., A DISTANCE OF 664.51 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING THE BOUNDARY OF SAID PLAT, N 89 DEG. 45'52" E. ALONG SAID NORTH BOUNDARY, A DISTANCE OF 661.69 FEET TO THE POINT OF BEGINNING. CONTAINING 10.092 ACRES MORE OR LESS.

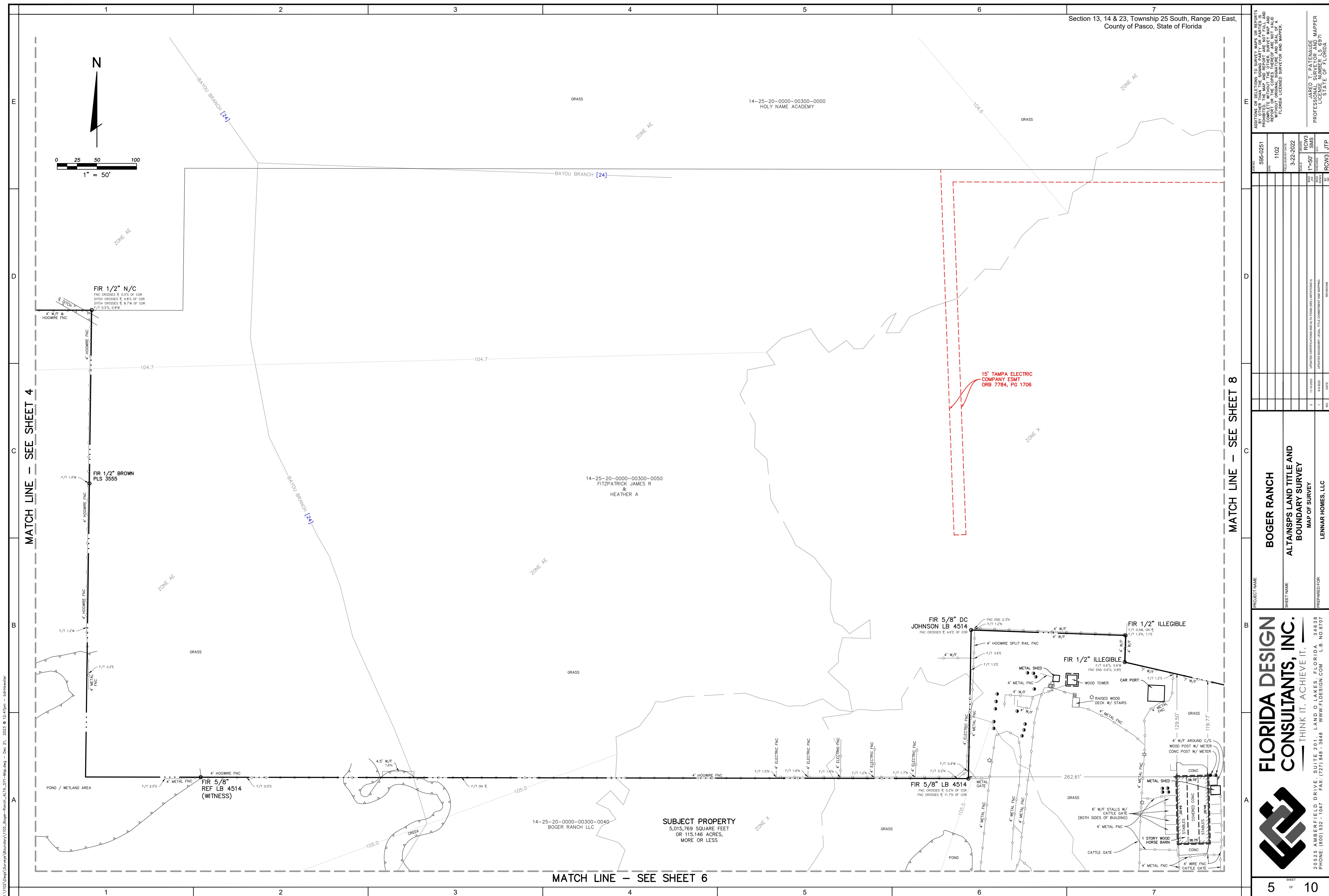
TOGETHER WITH AN EASEMENT OVER THE WEST 35 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

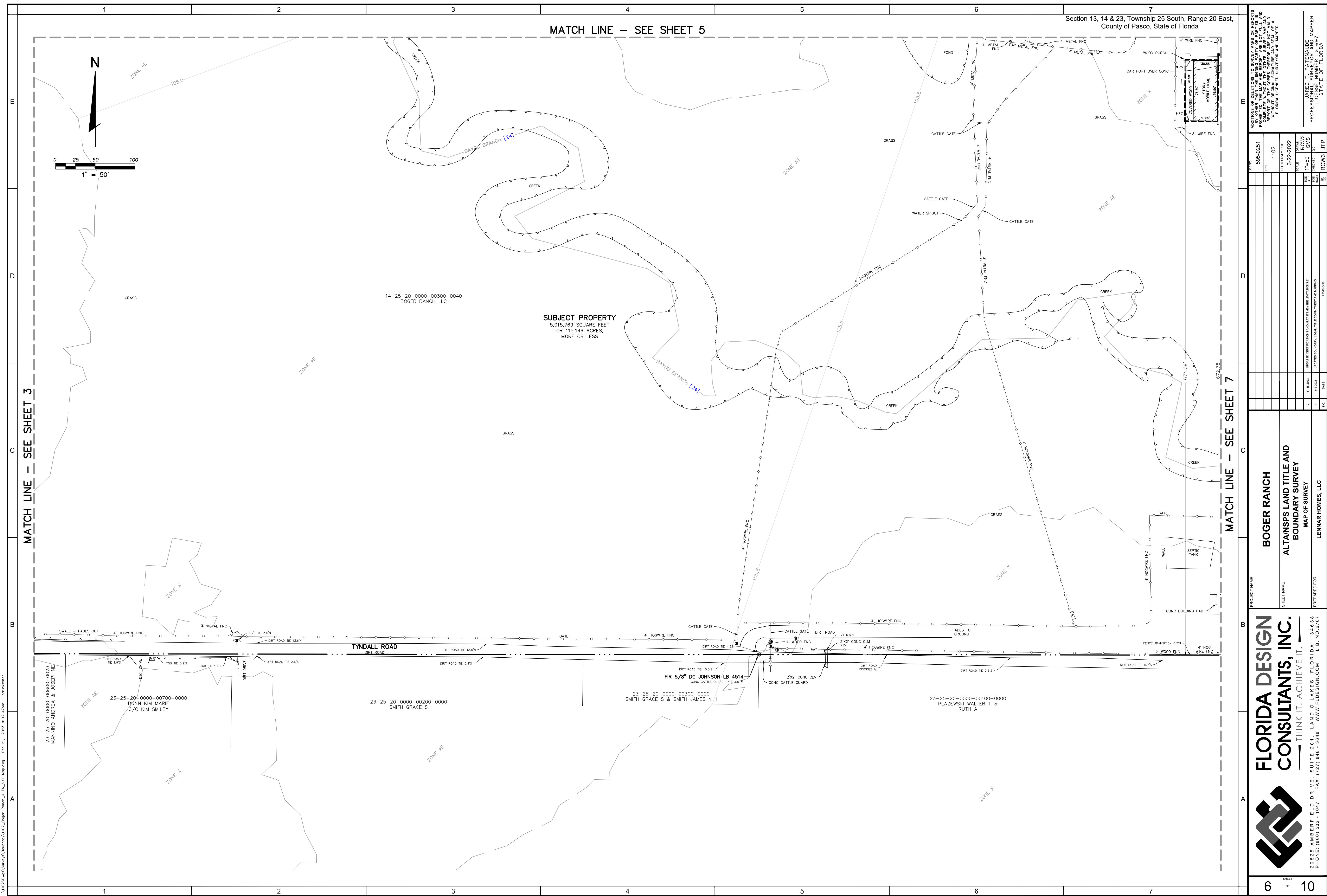


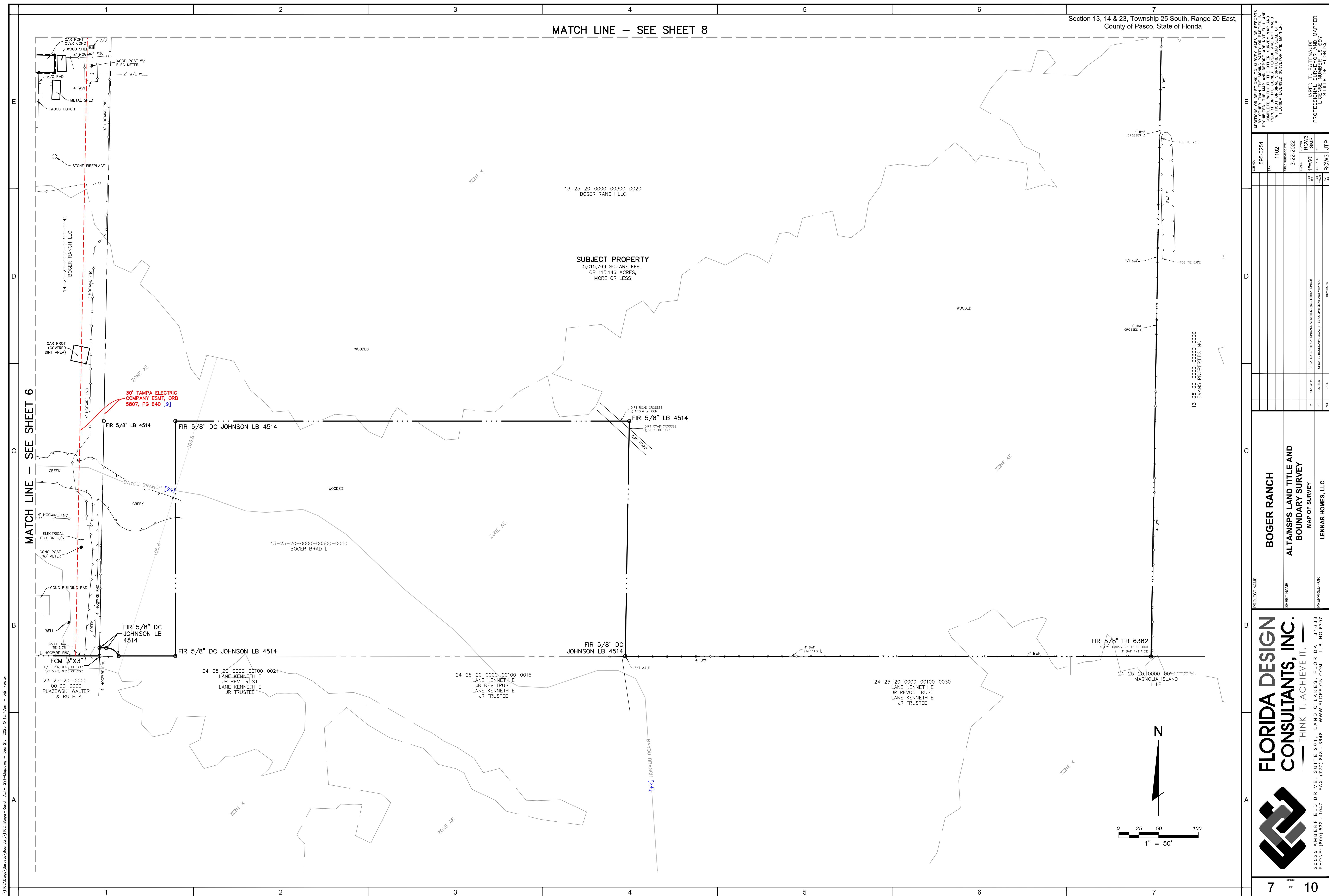












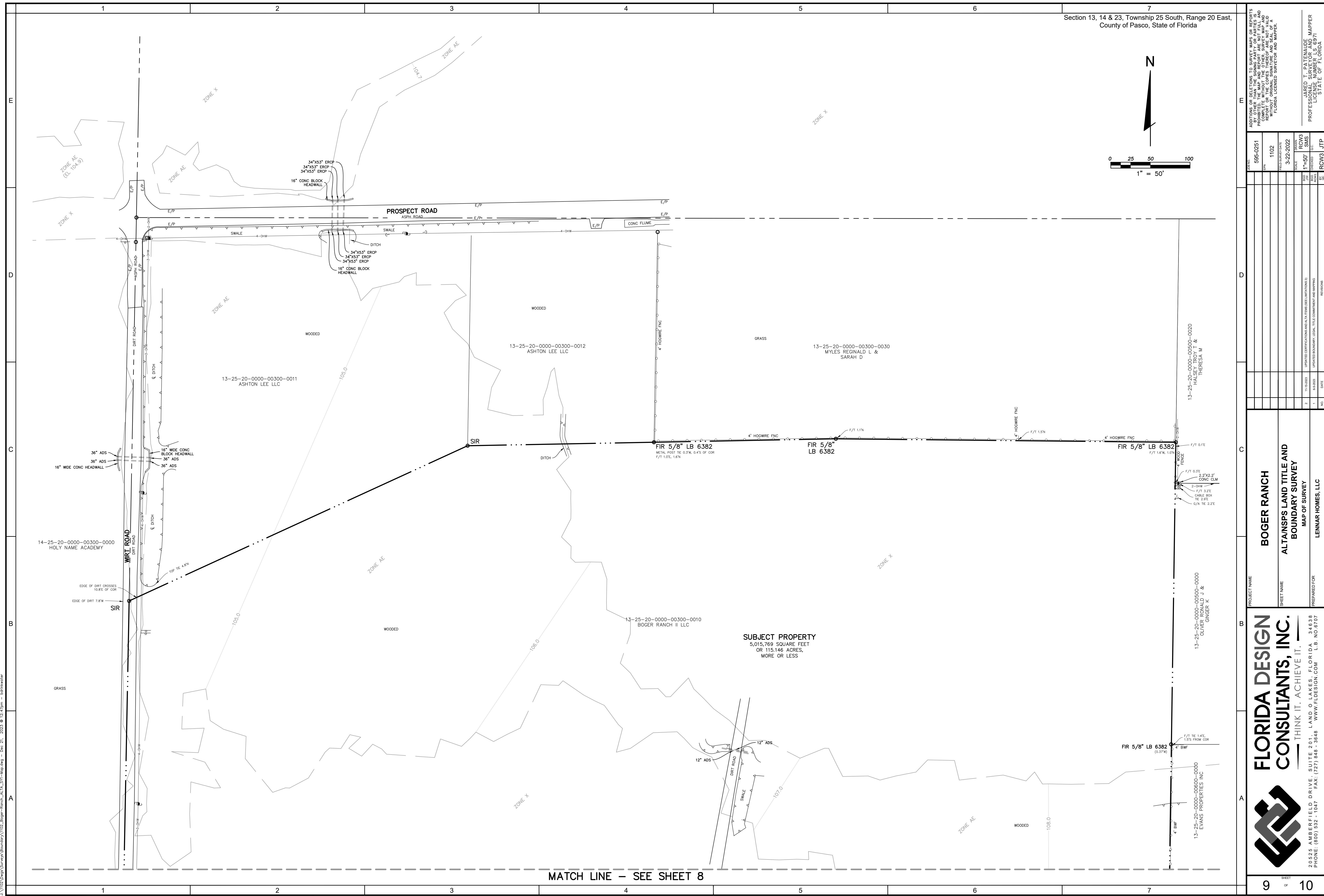


20 East,

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED. THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

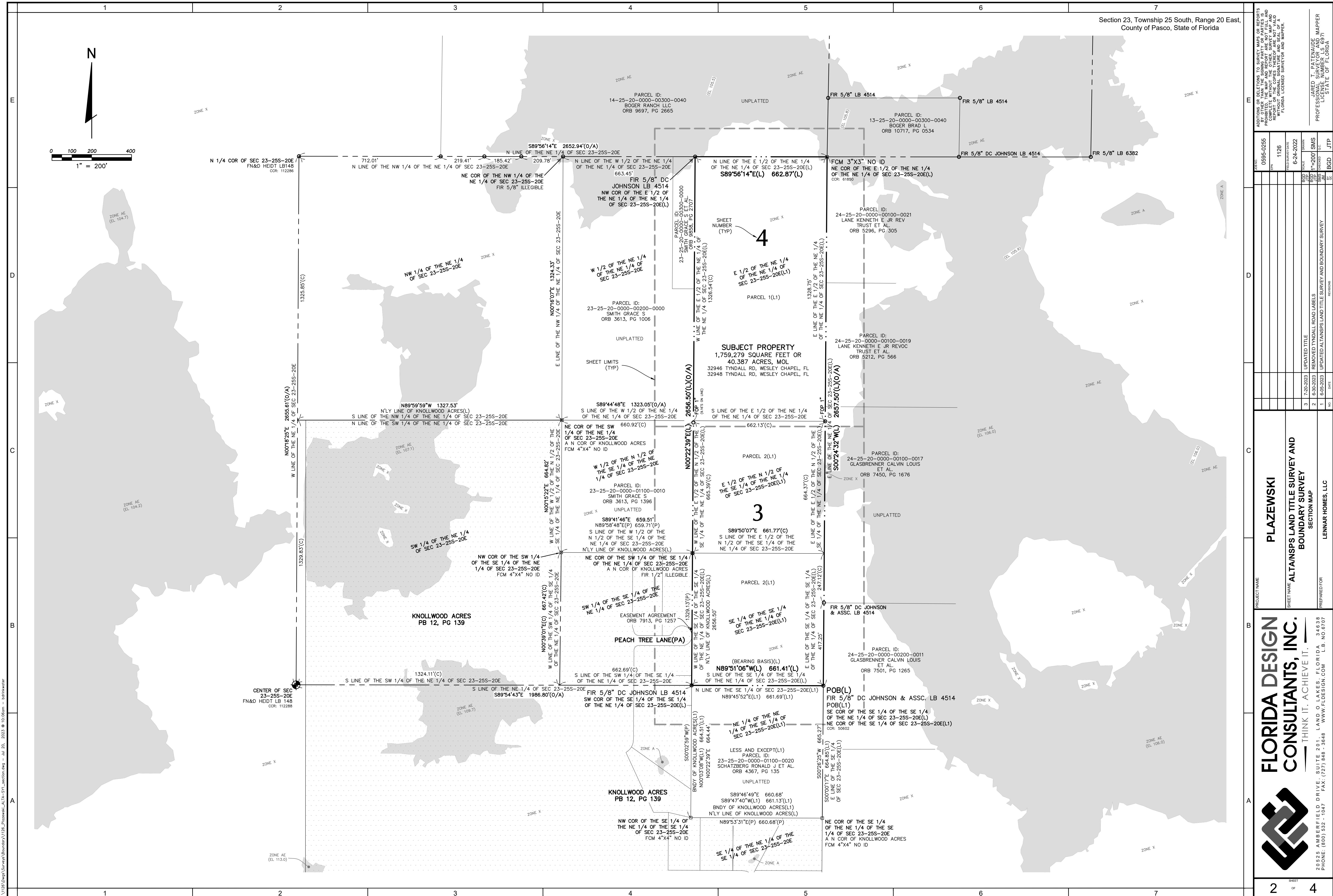
JARED T. PATENAUDE  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NUMBER LS 6971  
STATE OF FLORIDA

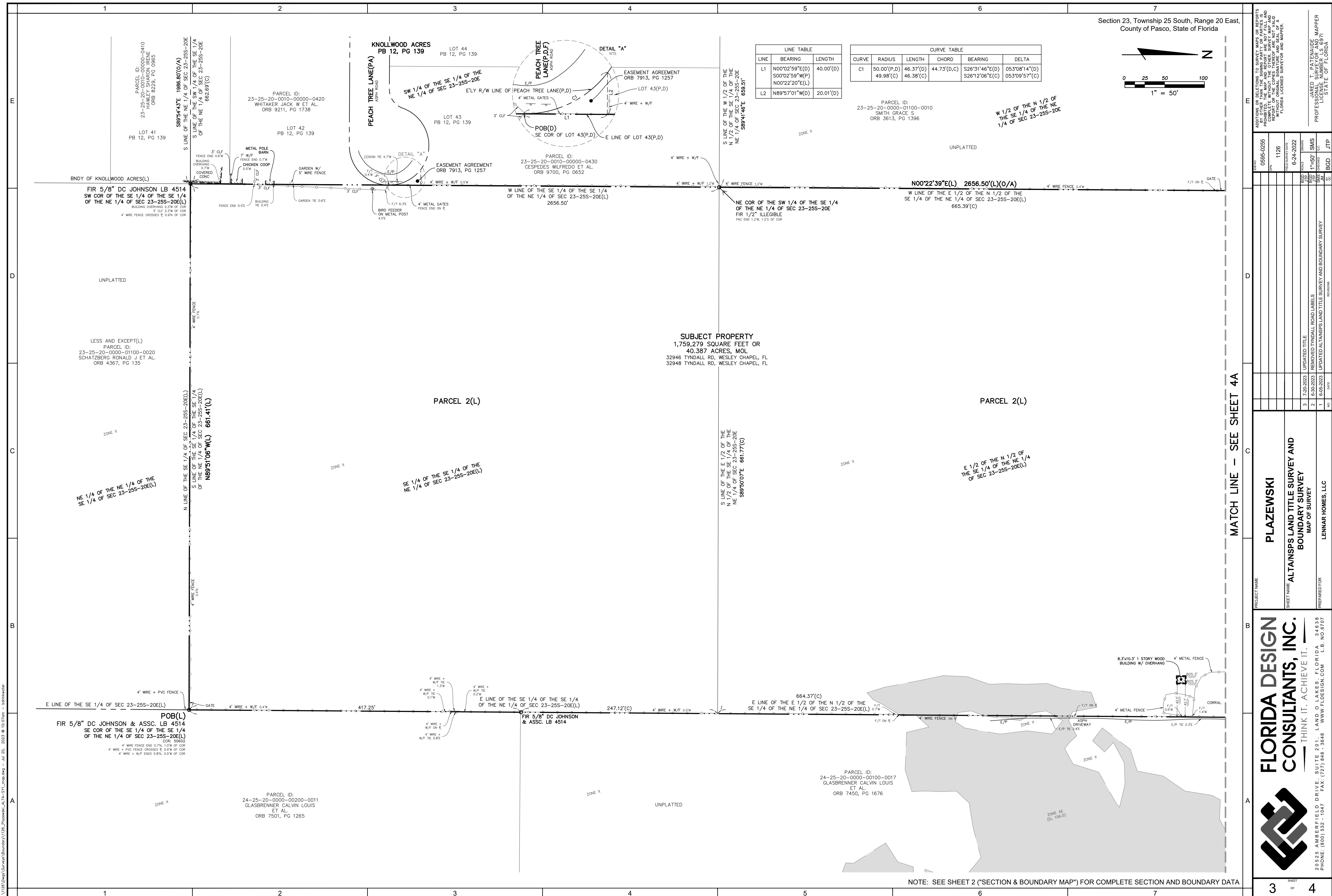
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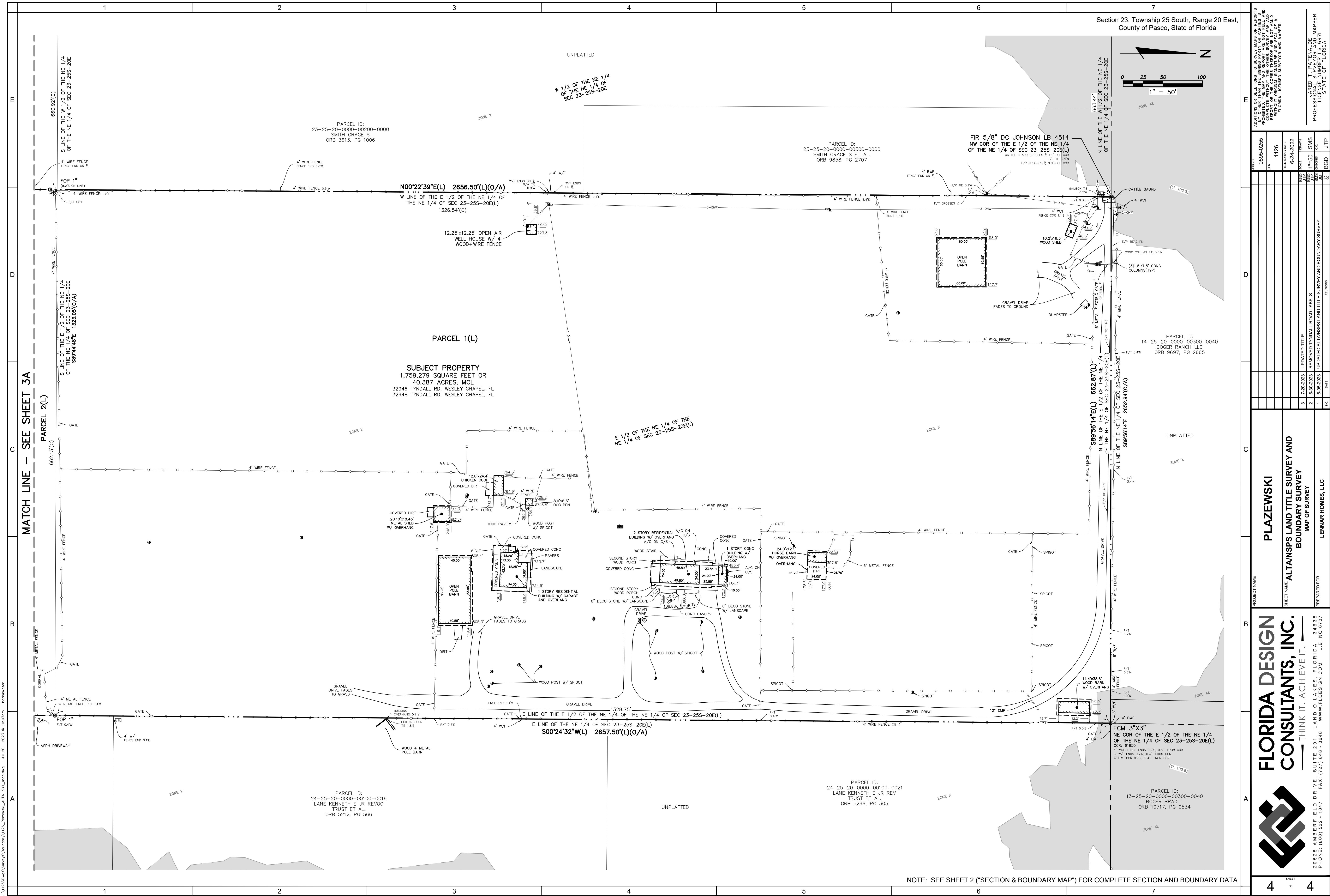




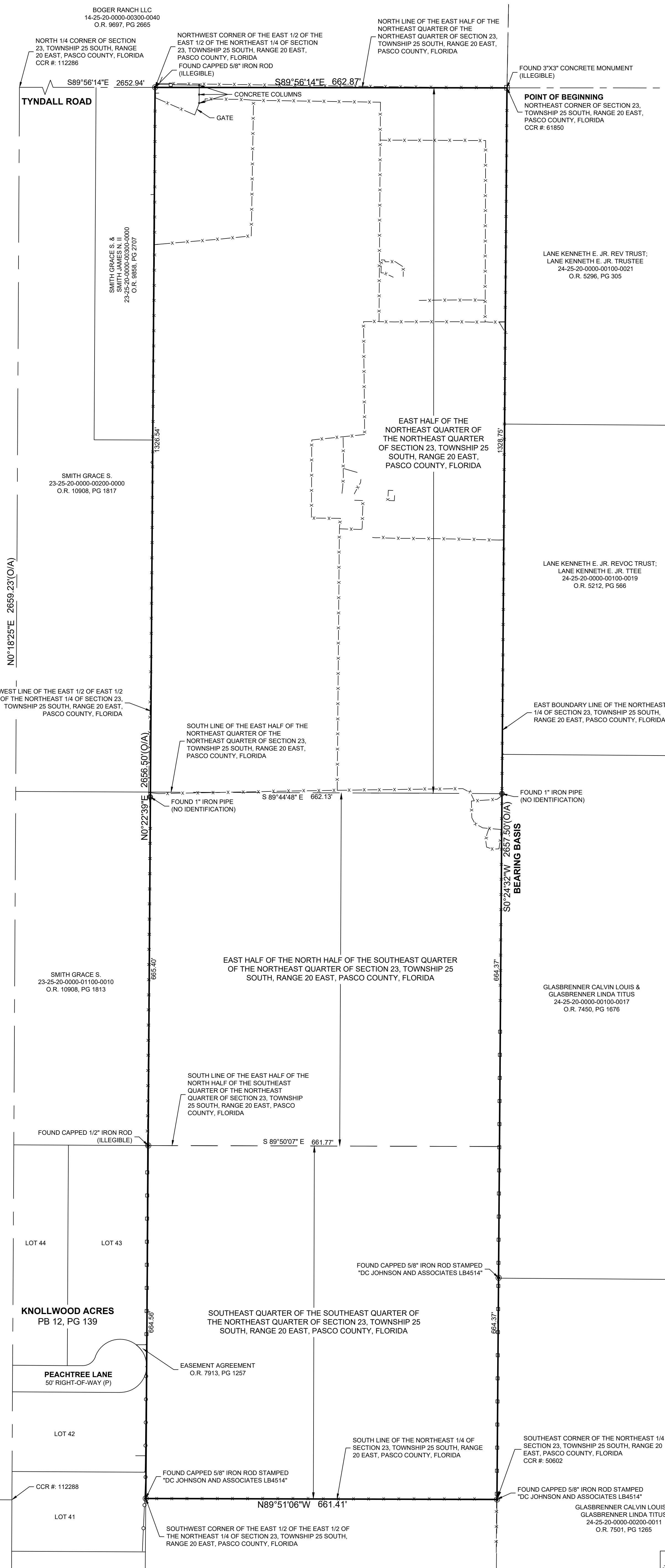
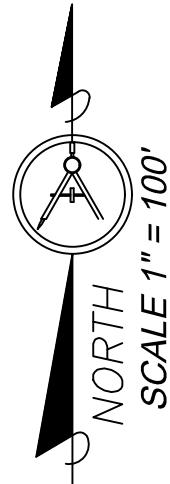
1	2	3	4	5	6	7
<p><b>SURVEYOR'S REPORT</b></p> <p><b>MAP OF ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY:</b> THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.</p> <p><b>INTENT:</b> THE INTENT OF THIS ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY IS TO LOCATE AND ESTABLISH THE SUBJECT PROPERTY'S BOUNDARY, AS SHOWN ON THE MAP OF SURVEY.</p> <p><b>LEGAL DESCRIPTION:</b> (SEE DATA SOURCES 2)</p> <p><b>Parcel 1:</b> The East 1/2 of the Northeast 1/4 of the Northeast Quarter 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida.</p> <p><b>Parcel 2:</b> The East 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4; and the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4; and the Northeast 1/4 of the Southeast 1/4, all in Section 23, Township 25 South, Range 20 East, in Pasco County, Florida.</p> <p><b>LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:</b> The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:</p> <p>For a Point of Beginning: Commence at the Northeast corner of the Southeast 1/4 of said Section 23; thence S. 00° deg. 00' 7"E, along the East boundary of the Southeast 1/4 of said Section 23, a distance of 665.86 feet to a point on the boundary of KNULLWOOD ACRES, a distance of 664.51 feet to a point on the North boundary of the Southeast 1/4 of said Section 23; thence departing the boundary of said plats N. 89 deg. 45'52"E, along said North boundary, a distance of 661.69 feet to the Point of Beginning. [SHOWN AS "(L1)" ON THE MAP OF SURVEY]</p> <p><b>BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</b> A parcel of land being a portion of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:</p> <p>BEGIN at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida; thence N89°51'06"W, along the South line of said Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 23 (being the basis of bearings for this legal description), for 661.41 feet, to the Southwest corner of said Southeast 1/4 of the Northeast 1/4 of Section 23, same being the point of intersection with the Northeast line according to the plat of KNULLWOOD ACRES, recorded in Plat Book 12, Page 139, in the Public Records of Pasco County, Florida, from thence the following two courses along the boundary of said plat of KNULLWOOD ACRES: (1) S 89 deg. 47'40"E, a distance of 661.13 feet; (2) N. 00 deg. 03'08"E, a distance of 664.51 feet to a point on the North boundary of the Southeast 1/4 of said Section 23; thence departing the boundary of said plats N. 89 deg. 45'52"E, along said North boundary, a distance of 661.69 feet to the Point of Beginning. [SHOWN AS "(L1)" ON THE MAP OF SURVEY]</p> <p><b>ACCURACY:</b></p> <p>1. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (S+/-17 FAC), IS "COMMERCIAL/HIGH RISK". THIS SURVEY MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY WHICH IS 1 FOOT IN 10,000 FEET.</p> <p>2. PRIMARY CONTROL POINT POSITIONS FOR THIS SURVEY WERE ESTABLISHED FROM A MINIMUM OF TWO (2) KNOWN FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS (SEE PROJECT DATUM), USING GLOBAL POSITIONING SYSTEM METHODS (GPS) WITH REAL TIME KINEMATICS (RTK) SESSIONS. THE MAXIMUM POSITIONAL UNCERTAINTY OF THE PHYSICAL CONTROL POINTS IS COMPUTED TO BE 0.031 FEET (9.449 MILLIMETERS) USING THE ALGEBRAIC SUM MEAN OF THE PROCESSED POSITIONS.</p> <p>3. HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.</p> <p>4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF AERIAL LIDAR &amp; PHOTOGRAVEMETRIC DATA, HAVING A MEAN RMS ERROR OF 0.003 FEET, OBTAINED BY FLORIDA DESIGN CONSULTANTS, INC. USING A DJI MATRICE 300 DRONE EQUIPPED WITH A ROCK ROBOTIC R2A LIDAR SCANNER, FAA REGISTRATION NUMBER: FA3M77XKLR, FLOWN BY MATT BARKSDALE, FAA CERTIFICATE NUMBER: 4448B07, ON 6-8-2022.</p> <p><b>DATA SOURCES:</b></p> <p>1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING N89°51'06"W, AS SHOWN ON THE MAP OF SURVEY.</p> <p>2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PREPARED BY NORTH AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER: 2023-03528-FL (REVISION 4). COMMITMENT DATE: JULY 6, 2023 AT 12:00 AM, PROPOSED INSURED: LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY. THE LEGAL DESCRIPTION SHOWN HEREON IS AS IT APPEARS IN SAID COMMITMENT.</p> <p>3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE RECORD DOCUMENTS SHOWN AND STATED HEREON. ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.</p> <p>4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE PLAT OF KNULLWOOD ACRES, AS RECORDED IN PLAT BOOK 12, PAGE 139, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.</p> <p>5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN ALTA/NSPS LAND TITLE AND BOUNDARY SURVEY TITLE "BOGER RANCH", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 0595-0251, DATED 3-22-2022.</p> <p>6. CERTIFIED CORNER RECORDS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM WEB SITE (<a href="http://www.flabins.org">www.flabins.org</a>).</p> <p>7. THE PARCEL AND RECORDING INFORMATION FOR ADJACENT PROPERTIES ARE PER THE PASCO COUNTY PROPERTY APPRAISER WEB SITE ON 6-9-2023.</p> <p><b>LIMITATIONS:</b></p> <p>1. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.</p> <p>2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.</p> <p>3. ORIGINAL FIELD WORK WAS COMPLETED ON 6-24-2022 AND IS CONTAINED IN FIELD BOOK 2116, PAGE 31, FIELD BOOK 2182, PAGES 5-14, FIELD BOOK 2183, PAGES 1-10, FIELD BOOK 2184, PAGES 1-10, FIELD BOOK 2185, PAGES 1-10, FIELD BOOK 2186, PAGES 1-10, FIELD BOOK 2187, PAGES 1-10, FIELD BOOK 2188, PAGES 1-10, FIELD BOOK 2189, PAGES 1-10, FIELD BOOK 2190, PAGES 1-10, FIELD BOOK 2191, PAGES 1-10, FIELD BOOK 2192, PAGES 1-10, FIELD BOOK 2193, PAGES 1-10, FIELD BOOK 2194, PAGES 1-10, FIELD BOOK 2195, PAGES 1-10, FIELD BOOK 2196, PAGES 1-10, FIELD BOOK 2197, PAGES 1-10, FIELD BOOK 2198, PAGES 1-10, FIELD BOOK 2199, PAGES 1-10, FIELD BOOK 2200, PAGES 1-10, FIELD BOOK 2201, PAGES 1-10, FIELD BOOK 2202, PAGES 1-10, FIELD BOOK 2203, PAGES 1-10, FIELD BOOK 2204, PAGES 1-10, FIELD BOOK 2205, PAGES 1-10, FIELD BOOK 2206, PAGES 1-10, FIELD BOOK 2207, PAGES 1-10, FIELD BOOK 2208, PAGES 1-10, FIELD BOOK 2209, PAGES 1-10, FIELD BOOK 2210, PAGES 1-10, FIELD BOOK 2211, PAGES 1-10, FIELD BOOK 2212, PAGES 1-10, FIELD 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PAGES 1-10, FIELD BOOK 2248, PAGES 1-10, FIELD BOOK 2249, PAGES 1-10, FIELD BOOK 2250, PAGES 1-10, FIELD BOOK 2251, PAGES 1-10, FIELD BOOK 2252, PAGES 1-10, FIELD BOOK 2253, PAGES 1-10, FIELD BOOK 2254, PAGES 1-10, FIELD BOOK 2255, PAGES 1-10, FIELD BOOK 2256, PAGES 1-10, FIELD BOOK 2257, PAGES 1-10, FIELD BOOK 2258, PAGES 1-10, FIELD BOOK 2259, PAGES 1-10, FIELD BOOK 2260, PAGES 1-10, FIELD BOOK 2261, PAGES 1-10, FIELD BOOK 2262, PAGES 1-10, FIELD BOOK 2263, PAGES 1-10, FIELD BOOK 2264, PAGES 1-10, FIELD BOOK 2265, PAGES 1-10, FIELD BOOK 2266, PAGES 1-10, FIELD BOOK 2267, PAGES 1-10, FIELD BOOK 2268, PAGES 1-10, FIELD BOOK 2269, PAGES 1-10, FIELD BOOK 2270, PAGES 1-10, FIELD BOOK 2271, PAGES 1-10, FIELD BOOK 2272, PAGES 1-10, FIELD BOOK 2273, PAGES 1-10, FIELD BOOK 2274, PAGES 1-10, FIELD BOOK 2275, PAGES 1-10, FIELD BOOK 2276, PAGES 1-10, FIELD BOOK 2277, PAGES 1-10, FIELD BOOK 2278, PAGES 1-10, FIELD BOOK 2279, PAGES 1-10, FIELD BOOK 2280, PAGES 1-10, FIELD BOOK 2281, PAGES 1-10, 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1-10, FIELD BOOK 2523, PAGES 1-10, FIELD BOOK 2524, PAGES 1-10, FIELD BOOK 2525, PAGES 1-10, FIELD BOOK 2526, PAGES 1-10, FIELD BOOK 2527, PAGES 1-10, FIELD BOOK 2528, PAGES 1-10, FIELD BOOK 2529, PAGES 1-10, FIELD BOOK 2530, PAGES 1-10, FIELD BOOK 2531, PAGES </p>						







**MAP OF SURVEY**  
**SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA**  
**BOUNDARY SURVEY**



**SURVEYOR'S CERTIFICATION:**

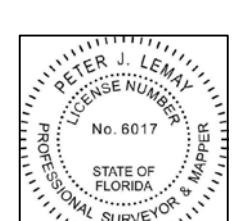
I HEREBY CERTIFY THAT THIS MAP OF SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, STATED IN RULES 5117.0151, 5117.052 AND 5117.053, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

**TAMPA CIVIL DESIGN**  
ENGINEERING - SURVEYING - DESIGN  
17937 HUNTING BOW CIR. 5-102  
LUTZ, FL 33558

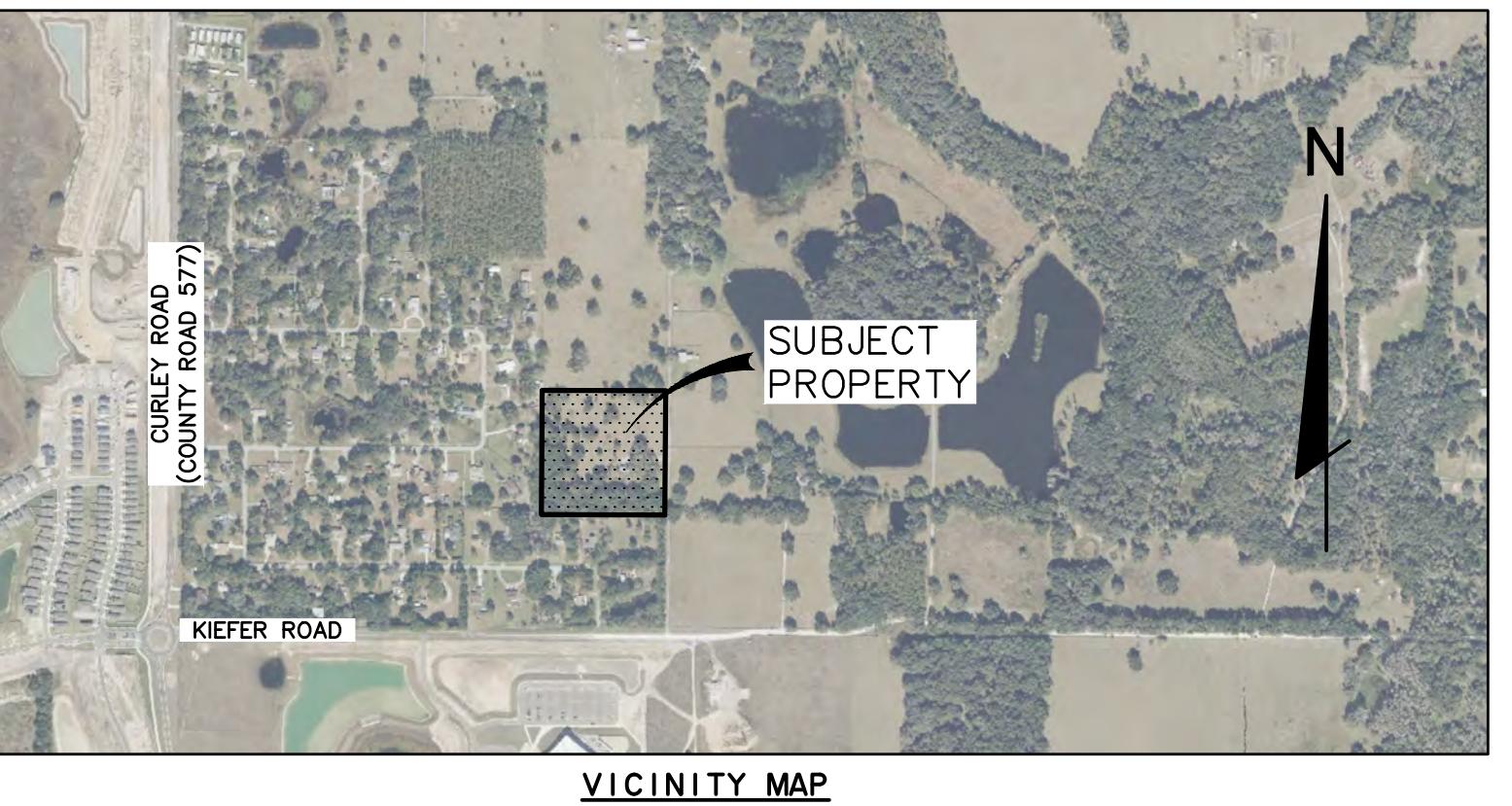
(813) 920-2005 PHONE  
(813) 482-9228 FAX

CERTIFICATE OF AUTHORIZATION NUMBER 28971  
CERTIFICATE OF AUTHORIZATION NUMBER LB8323

REVISIONS	TYPE OF SURVEY:	BOUNDARY	PASCO COUNTY IDENTIFICATION NUMBER:
DATE	DESCRIPTION	...	23-25-20-0000-01100-0000
PROJECT NUMBER/NAME:	LENNAR PLAZEWSKI		
FIELD BOOK NAME:	LENNAR PLAZEWSKI		
DATE OF FIELD SURVEY:	04/09/2024		



**PETER J. LEMAY**  
STATE OF FLORIDA PROFESSIONAL SURVEY & MAPPER NO. LS6017  
THIS SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, OR A DIGITAL SIGNATURE COMPLYING WITH 5J-17 FLORIDA STATUTES ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

1	2	3	4	5	6	7		
<p><b>SURVEYOR'S REPORT</b></p> <p><b>MAP OF ALTA/NSPS LAND TITLE SURVEY AND BOUNDARY SURVEY:</b> THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER.</p> <p><b>LEGAL DESCRIPTION:</b> (SEE DATA SOURCES 2)</p> <p>THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S. 00 DEG. 00' 17" E. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 664.85 FEET TO A POINT ON THE BOUNDARY OF KNOTWOOD ACRES AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 139-142, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO COURSES ALONG THE BOUNDARY OF SAID PLAT OF KNOTWOOD ACRES: (1) S. 89 DEG. 47'40" W., A DISTANCE OF 661.13'; (2) N. 00 DEG. 03'08" W., A DISTANCE OF 664.51 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING THE BOUNDARY OF SAID PLAT, N 89 DEG. 45'52" E. ALONG SAID NORTH BOUNDARY, A DISTANCE OF 661.69 FEET TO THE POINT OF BEGINNING.</p> <p>TOGETHER WITH AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, OVER: THE WEST 35 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.</p> <p><b>ACCURACY:</b></p> <p>1. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 FAC), IS "COMMERCIAL/HIGH RISK". THIS SURVEY MEETS OR EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY WHICH IS 1 FOOT IN 10,000 FEET.</p> <p>2. PRIMARY CONTROL POINT POSITIONS FOR THIS SURVEY WERE ESTABLISHED FROM A MINIMUM OF TWO (2) KNOWN FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS (SEE PROJECT DATUM) USING GLOBAL POSITIONING SYSTEM METHODS (GPS) WITH REAL TIME KINEMATICS (RTK) SESSIONS. THE MAXIMUM POSITIONAL UNCERTAINTY OF THE PRIMARY CONTROL POINTS IS COMPUTED TO BE 0.031 FEET (9.449 MILLIMETERS) USING THE ALGEBRAIC SUM MEAN OF THE PROCESSED POSITIONS.</p> <p>3. HORIZONTAL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.</p> <p><b>DATA SOURCES:</b></p> <p>1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING S89°51'06"E, AS SHOWN ON THE MAP OF SURVEY.</p> <p>2. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NUMBER: I1369286, COMMITMENT DATE: OCTOBER 11, 2023 AT 11:00 PM. THE LEGAL DESCRIPTION SHOWN HEREON IS AS IT APPEARS IN SAID COMMITMENT.</p> <p>3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE RECORD DOCUMENTS SHOWN AND STATED HEREON, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.</p> <p>4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THE PLAT OF KNOTWOOD ACRES, AS RECORDED IN PLAT BOOK 12, PAGE 139, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.</p> <p>5. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN ALTA/NSPS LAND TITLE AND BOUNDARY SURVEY TITLE "PLAZENSKI", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 0395-0259, LATEST REVISION DATED 7-20-2023.</p> <p>6. CERTIFIED CORNER RECORDS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION LAND BOUNDARY INFORMATION SYSTEM WEB SITE (<a href="http://www.flabins.org">www.flabins.org</a>).</p> <p>7. THE PARCEL AND RECORDING INFORMATION FOR ADJACENT PROPERTIES ARE PER THE PASCO COUNTY PROPERTY APPRAISER WEB SITE ON 10-11-2023.</p> <p><b>LIMITATIONS:</b></p> <p>1. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR/CERTIFIED TO, WILL BE THE RE-USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.</p> <p>2. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.</p> <p>3. ORIGINAL FIELD WORK WAS COMPLETED ON 9-26-2023 AND IS CONTAINED IN FIELD BOOK 2182, PAGES 38-42. NO FIELD WORK WAS PERFORMED FOR REVISION 1 AND IS LIMITED TO UPDATED TITLE. FIELD WORK FOR REVISION 2 WAS COMPLETED ON 1-19-2024 AND IS CONTAINED IN FIELD BOOK 2182, PAGES 51-53 AND IS LIMITED TO ADDING WETLAND AND SEASONAL HIGH WATER DATA.</p> <p>4. PRINTED DIMENSIONS SHOWN ON THE SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.</p> <p>5. CALCULATED (C) GEOMETRY SHOWN HEREON WAS CALCULATED USING FIELD LOCATED POINTS AND CERTAIN PUBLISHED DATA (SEE DATA SOURCES).</p> <p>6. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY.</p> <p>7. SUBSURFACE FOUNDATIONS AND THEIR LOCATIONS HAVE NOT BEEN DETERMINED.</p> <p>8. IRRIGATION EQUIPMENT AND/OR THEIR APPURTENANCES WERE NOT LOCATED UNLESS OTHERWISE SHOWN ON THE MAP OF SURVEY.</p> <p>9. THE LOCATIONS OF THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WERE PERFORMED BY A FIELD SURVEY AND ONLY LOCATED AS SHOWN ON THE MAP OF SURVEY. ONLY THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES WHICH WERE VISIBLE FROM GROUND LEVEL TO THE SURVEYOR ON THE ACTUAL DAY OF THE FIELD SURVEY WERE LOCATED AND MAPPED. NO EXCAVATIONS OR SUBSURFACE WORK EFFORTS OF ANY KIND WERE PERFORMED BY THE SURVEYOR TO VERIFY THE EXISTENCE OF ANY UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES AND/OR THEIR APPURTENANCES SHOWN COMPRIZE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.</p> <p>10. NO INFORMATION ON ADJOINING PROPERTY OWNERS WAS SUPPLIED TO THE SURVEYOR (SEE DATA SOURCES 7).</p> <p>11. HORIZONTAL DIMENSIONS FROM BOUNDARY LINES TO LOCATED ITEMS WHICH USE SYMBOLS (SEE SYMBOLS LEGEND) ARE MEASURED TO THEIR CENTER.</p> <p>12. THE LIMITS FOR THIS PROJECT WERE DETERMINED BY THE CLIENT.</p> <p>13. THE LOT LINES SHOWN ADJACENT TO THE SUBJECT PROPERTY, WERE CALCULATED UTILIZING FIELD LOCATED POINTS TOGETHER WITH RECORD DOCUMENTS (AS REFERENCED ON THE MAP OF SURVEY). THE EXACT PARCEL BOUNDARY LINES ARE SUBJECT TO AN ACCURATE FIELD LAND BOUNDARY SURVEY.</p> <p>14. A SCALE FACTOR OF 0.999961479 SHOULD BE CONSIDERED FOR GROUND EFFORTS.</p> <p>15. BEARINGS, DISTANCES AND LOCATIONS OF MONUMENTS ARE FIELD MEASURED UNLESS OTHERWISE NOTED AS CALCULATED OR WITH QUADRANT TIES.</p> <p>16. THE SUBJECT PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE X; PER FLOOD INSURANCE RATE MAP (FIRM), MAP NUMBER 12101C0267F, COMMUNITY: PASCO COUNTY, NUMBER: 120230, PANEL: 0267, SUFFIX: F, MAP EFFECTIVE ON SEPTEMBER 26, 2014.</p> <p>17. THE FLOOD INSURANCE RATE MAP ZONE LINES SHOWN ARE APPROXIMATE, AN ACCURATE ZONE LINE DETERMINATION SHOULD BE MADE BY THE PREPARE OF THE MAP, THE FEDERAL EMERGENCY MANAGEMENT AGENCY, OR THE LOCAL GOVERNMENTAL AGENCY HAVING JURISDICTION OVER SUCH MATTERS PRIOR TO ANY JUDGMENTS BEING MADE FROM THE ZONE LINES AS SHOWN. THE ABOVE REFERENCED FEDERAL EMERGENCY MANAGEMENT AGENCY MAP STATES IN THE NOTES TO THE USER THAT: (a) "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY AREAS SUBJECT TO FLOODING. PARTICULARLY FROM LOCAL DRAINS, SOURCES OF SMALL SIZE, COMMONLY REFERRED TO AS "SWALLOWS", WHICH CONSISTED FOR POSSIBLE FLOODING. ADDITIONAL FLOOD HAZARD INFORMATION ON THESE MAPS IS REFERRED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THESE FLOOD ELEVATIONS MUST BE COMPARED TO STRUCTURAL AND GROUND ELEVATIONS REFERENCED TO THE SAME DATUM"; AND (c) "FOR INFORMATION REGARDING CONVERSION BETWEEN THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND THE NORTH AMERICAN VERTICAL DATUM OF 1988, VISIT THE NATIONAL GEODETIC SURVEY WEBSITE AT <a href="http://www.ngs.noaa.gov">http://www.ngs.noaa.gov</a> OR CONTACT THE NATIONAL GEODETIC SURVEY".</p> <p>18. WETLAND FLAGS AND SEASONAL HIGH WATER DATA WAS DETERMINED BY ECOLOGICAL CONSULTING SOLUTIONS UTILIZING FLAGGING AND SET NAILS AND WAS FIELD LOCATED BY FLORIDA DESIGN CONSULTANTS, INC. ON 1-19-2024. NO REPORT OR SKETCH WAS PROVIDED TO THIS SURVEYOR.</p> <p><b>APPARENT PHYSICAL USE:</b> THE SUBJECT PROPERTY APPEARS TO BE PARCEL LAND WITH IMPROVEMENTS AS SHOWN ON THE MAP OF SURVEY.</p> <p><b>BOUNDARY INCONSISTENCIES:</b> ANY ANGULAR AND/OR DIMENSIONAL DISCREPANCIES BETWEEN THE LEGAL DESCRIPTION(S) AND THE FIELD LOCATED OCCUPATION BOUNDARY CORNERS, AND BOUNDARY CORNERS WITH MULTIPLE BOUNDARY MONUMENTS ALONG WITH THEIR CORRESPONDING QUADRANT DIRECTIONAL MISSES, ARE SHOWN ON THE MAP OF SURVEY.</p> <p><b>EASEMENTS/RIGHT-OF-WAYS:</b></p> <p>1. SEE DATA SOURCES 2.</p> <p>2. SEE LIMITATIONS 2.</p> <p>3. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO KIEFER ROAD VIA THE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 4367, PAGE 141 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AS SHOWN ON THE MAP OF SURVEY.</p> <p>THE FOLLOWING ARE PER SCHEDULE B-II, OF THE COMMITMENT REFERENCED IN DATA SOURCES 2: [THE FOLLOWING NUMBERS CORRESPOND WITH SAID COMMITMENT]</p> <p>1-4 ITEMS 1-4 ARE NOT SURVEY MATTERS</p> <p>5. TERMS, PROVISIONS AND CONDITIONS OF THE CERTIFICATE OF ESTABLISHING WATER BASIN BOUNDARIES OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RECORDED DECEMBER 29, 1961 IN OFFICIAL RECORDS BOOK 190, PAGE 79, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. [AFFECTS THE SUBJECT PROPERTY IN A BLANKET NATURE]</p> <p>6. INTENTIONALLY DELETED.</p> <p>7. INTENTIONALLY DELETED.</p> <p>8. GRANT OF EASEMENT RECORDED JULY 9, 1996 IN OFFICIAL RECORDS BOOK 3597, PAGE 1662, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. [AS EASEMENT PARCEL] [MAKES BENEFIT SUBJECT PROPERTY A SHOWN ON THE MAP OF SURVEY]</p> <p>9. TERMS, PROVISIONS AND CONDITIONS IN THE GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AS SHOWN ON THE MAP OF SURVEY]</p> <p>10. THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY JARED T. PATERNAUDE FOR FLORIDA DESIGN CONSULTANTS, INC. FIELD DATED SEPTEMBER 26, 2023 UNDER JOB NO. 0595-0271, SHOWS: [AFFECTS THE SUBJECT PROPERTY AS SHOWN ON THE MAP OF SURVEY]</p> <p>A) OVERHEAD UTILITY WIRES, WITHOUT THE BENEFIT OF AN EASEMENT. (FEE &amp; EASEMENT PARCELS)</p> <p>B) WOOD WALL, COLUMNS, GATE &amp; KEY PAD LIES WITHIN THE EASEMENT IN OFFICIAL RECORDS BOOK 4367, PAGE 141.</p> <p>C) ANY ADDITIONAL ENCROACHMENTS, IF ANY, AFFECTING THE EASEMENT IN OFFICIAL RECORDS BOOK 4367, PAGE 141, BELOW THE LOT 15, KNOTWOOD ACRES IN PLAT BOOK 12, PAGE 139.</p> <p>NOTE FOR INFORMATIONAL ONLY:</p> <p>A) AGREEMENT TO CONVEY REAL PROPERTY FOR RIGHT OF WAY FOR KIEFER ROAD WITH PASCO COUNTY RECORDED IN OFFICIAL RECORDS BOOK 8984, PAGE 1. [DOES NOT AFFECT SUBJECT PROPERTY]</p> <p><b>NOTES:</b></p> <p>1. THE SUBJECT PROPERTY IS CONTIGUOUS WITH, AND HAS LEGAL AND PHYSICAL ACCESS TO THAT CERTAIN EASEMENT, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4367, PAGE 141, WHICH IS LIES CONTIGUOUS WITH THE PUBLICLY DEDICATED RIGHT-OF-WAY FOR KIEFER ROAD, WITHOUT GAP, GORE, OVERLAP OR HIATUS.</p> <p>2. THE SOUTH AND WEST LINES OF THE SUBJECT PROPERTY ARE CONTIGUOUS WITH THE EASTERLY LINE OF THAT CERTAIN PLAT REFERENCED IN DATA SOURCES 4, WITHOUT GAP, GORE, OVERLAP OR HIATUS.</p> <p>3. THE NORTH LINE OF THE SUBJECT PROPERTY IS CONTIGUOUS WITH THAT CERTAIN PROPERTY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4253, PAGE 1474, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA (PLAZENSKI).</p> <p>4. NO RECENT EARTH MOVING WORK WAS OBSERVED AT THE TIME OF SURVEY.</p> <p><b>PROJECT DATUM:</b></p> <p>HORIZONTAL:</p> <p>BEARINGS AND COORDINATES (IN U.S. SURVEY FEET) ARE BASED ON NATIONAL GEODETIC SURVEY (NGS), STATE PLANE COORDINATES, FLORIDA WEST ZONE, NORTH AMERICAN DATUM 1983/2011 ADJUSTMENT.</p> <p>FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS UTILIZED:</p> <p>1. ZEPHYRHILLS (ZEF): RECEIVER TYPE/SERIAL#: LEICA GRIO / 1701986; ANTENNA TYPE/SERIAL#: LEICA AR20 / 1626017; RECORDING RATE: 1s. (NORTHING = 1415463.5273, EASTING = 603153.9017);</p> <p>2. DADE CITY (FLDC): RECEIVER TYPE/SERIAL#: LEICA GRIO / 1704222; ANTENNA TYPE/SERIAL#: LEIARIO / 18341008; (NORTHING = 1,465,759.37500, EASTING = 595,768.57973)</p> <p>AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION WEBSITE. (<a href="http://www.dot.state.fl.us">http://www.dot.state.fl.us</a>).</p> <p>VERTICAL:</p> <p>ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM, 1988 ADJUSTMENT (NAVD 88)</p> <p>CONTROL BENCHMARKS UTILIZED:</p> <p>1. A FOUND 12" DIAMETER CONCRETE MONUMENT W/ FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DISK, STAMPED "L 679 2007", DESIGNATED BY NGS AS "L 379", ELEVATION = 124.58 (NAVD 88) FEET.</p> <p>AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY WEB SITE. (<a href="http://ngs.noaa.gov">http://ngs.noaa.gov</a>)</p> <p><b>PREPARED FOR:</b></p> <p>LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY</p> <p><b>CERTIFIED TO:</b></p> <p>• LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY</p> <p>• CAL ATLANTIC NATIONAL TITLE SOLUTIONS</p> <p>• LWL LAW, PLLC, A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY</p> <p>• CHICAGO TITLE INSURANCE COMPANY</p> <p>• RONALD SCHATZBERG AND ELIZABETH SCHATZBERG</p> <p><b>2021 ALTA/NSPS CERTIFICATION:</b></p> <p>TO LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CAL ATLANTIC NATIONAL TITLE SOLUTIONS; LWL LAW, PLLC, A FLORIDA PROFESSIONAL LIMITED LIABILITY COMPANY; CHICAGO TITLE INSURANCE COMPANY; AND RONALD SCHATZBERG AND ELIZABETH SCHATZBERG:</p> <p>THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5 AND 16 OF TABLE A THEREOF.</p> <p>DATE OF PLAT OR MAP: _____</p> <p>JARED T. PATERNAUDE PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA jpatenaudefldesign.com</p>							<p>Section 23, Township 25 South, Range 20 East, County of Pasco, State of Florida</p>  <p><b>VICINITY MAP</b> NOT TO SCALE</p>	<p>ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SURVEYOR OR PARTIES NOT LISTED ON THE SURVEY MAP OR REPORT ARE NOT VALID. THE SURVEY MAP AND REPORT ON THE COPIES THEREOF ARE NOT A VALID SURVEY MAP OR REPORT. THE COPIES THEREOF ARE NOT A VALID SURVEY MAP OR REPORT.</p> <p>PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 6971 STATE OF FLORIDA</p>
<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>		
<p>1</p>	<p>2</p>	<p>3</p>	<p>4</p>	<p>5</p>	<p>6</p>	<p>7</p>		

FLORIDA DESIGN CONSULTANTS, INC.		THINK IT. ACHIEVE IT.	
PROJECT NAME: <b>SCHATZBERG</b>		SHEET NAME: <b>ALTANSPS LAND TITLE SURVEY AND LEGENDS</b>	
PREPARED FOR: <b>LENNAR HOMES, LLC</b>		PREPARED FOR: <b>LENNAR HOMES, LLC</b>	
1	2	3	4
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100
101	102	103	104
105	106	107	108
109	110	111	112
113	114	115	116
117	118	119	120</

A horizontal scale with numerical markers at 0, 25, 50, and 100. A vertical tick mark is positioned exactly halfway between the 50 and 100 markers.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED. THE MAP AND REPORT ARE NOT FULL AND COMPLETE WITHOUT THE OTHER SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES  
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 [WWW.FLDSES](http://WWW.FLDSES)

20525 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES  
PHONE: (800) 532 - 1047 FAX: (727) 848 - 3648 [WWW.FLDSES](http://WWW.FLDSES)

2

# **APPENDIX 3**

## **Existing Conditions**

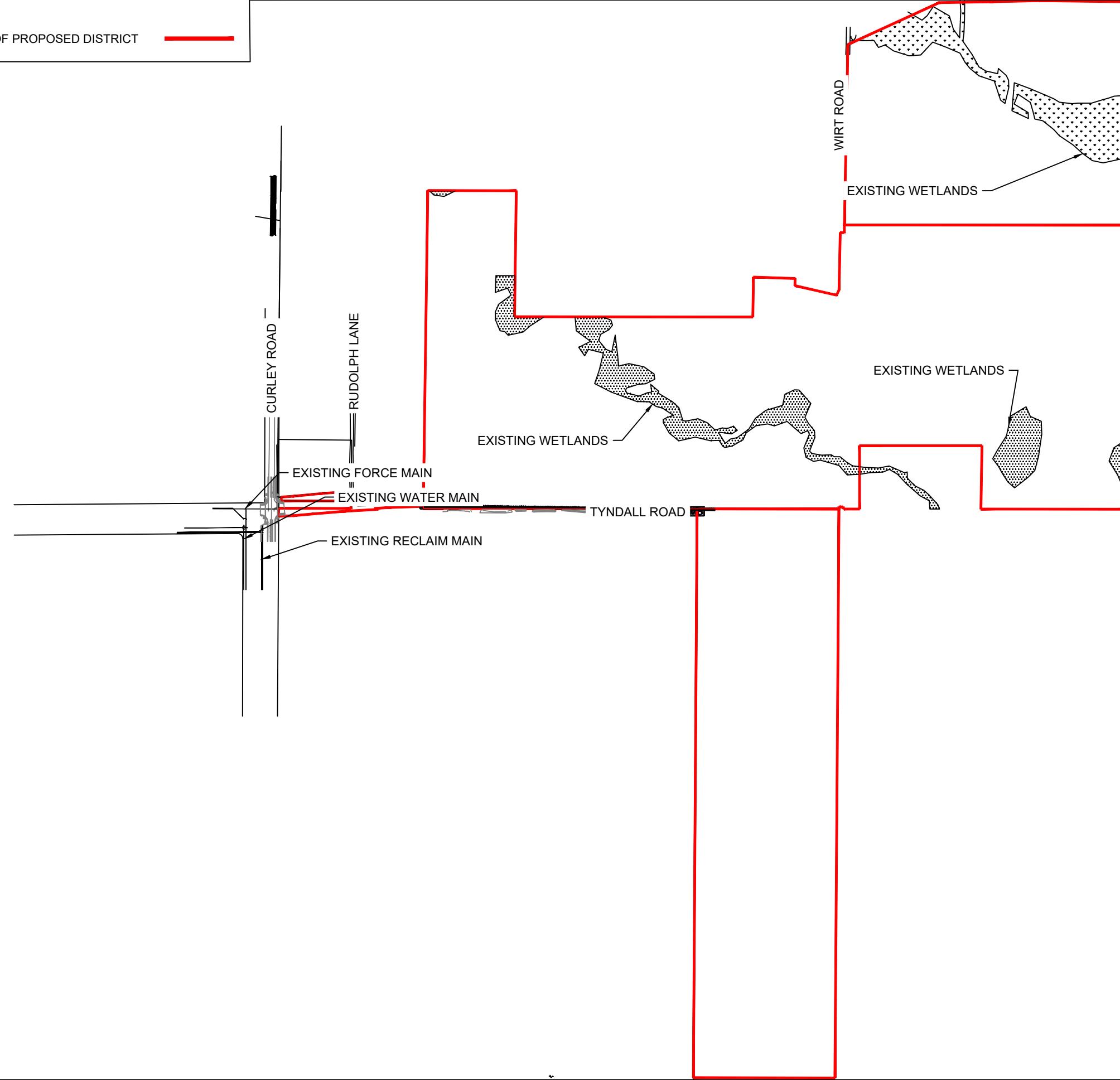
LEGEND:

EXTERNAL BOUNDARY OF PROPOSED DISTRICT



NORTH

SCALE:  
1" = 500'



TAMPA CIVIL



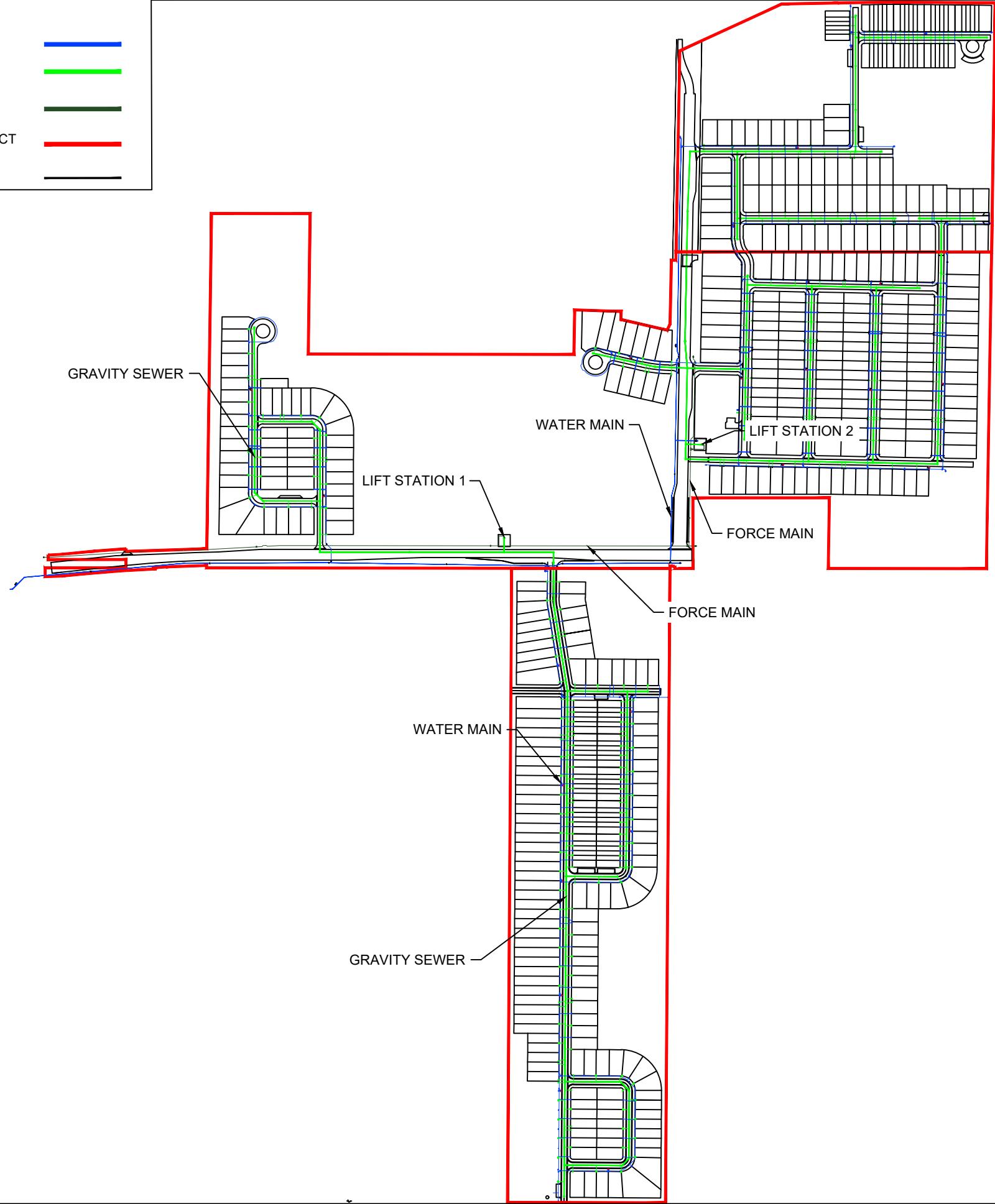
## APPENDIX 4

Master Utility

LEGEND:

WATER MAIN	—
GRAVITY SEWER	—
FORCE MAIN	—
EXTERNAL BOUNDARY OF PROPOSED DISTRICT	—
PROPOSED PARCELS	—

NORTH  
SCALE:  
1" = 500'



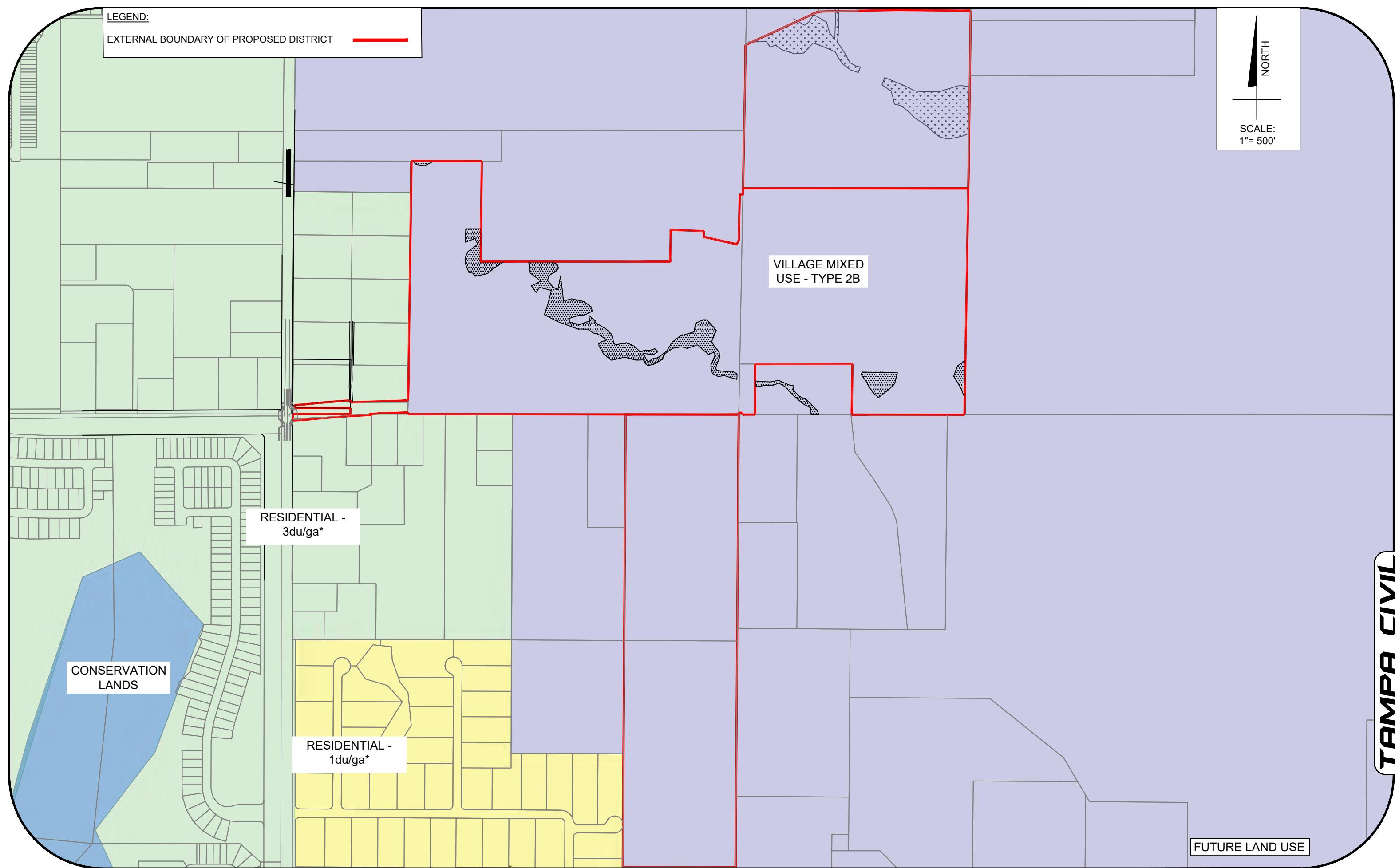
MASTER UTILITY

TAMPA CIVIL



# **APPENDIX 5**

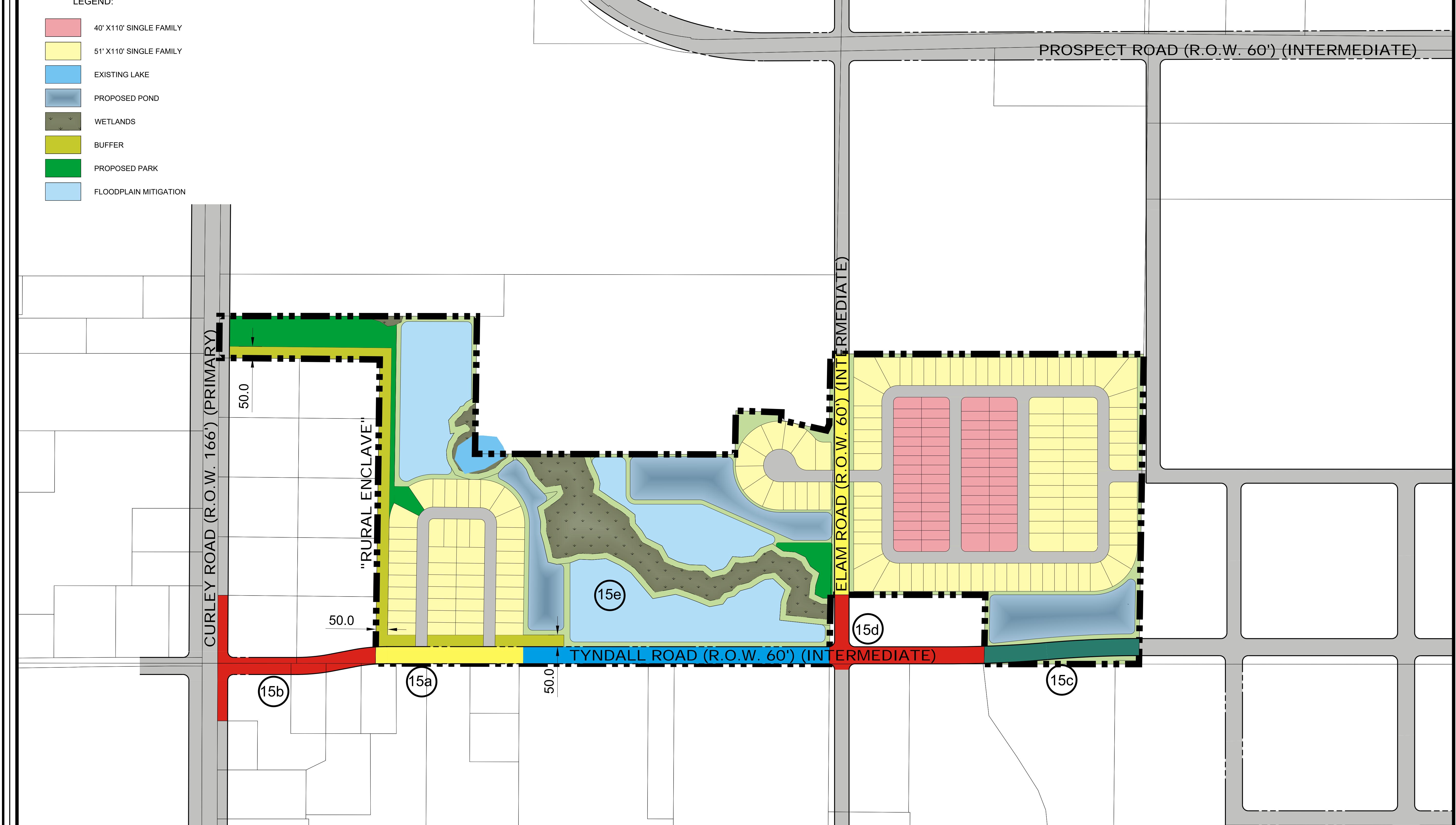
## **Future Land Use**





# **APPENDIX 6**

**MPUD**



Boger Ranch MPUD Condition 15 Road Segment Exhibit A

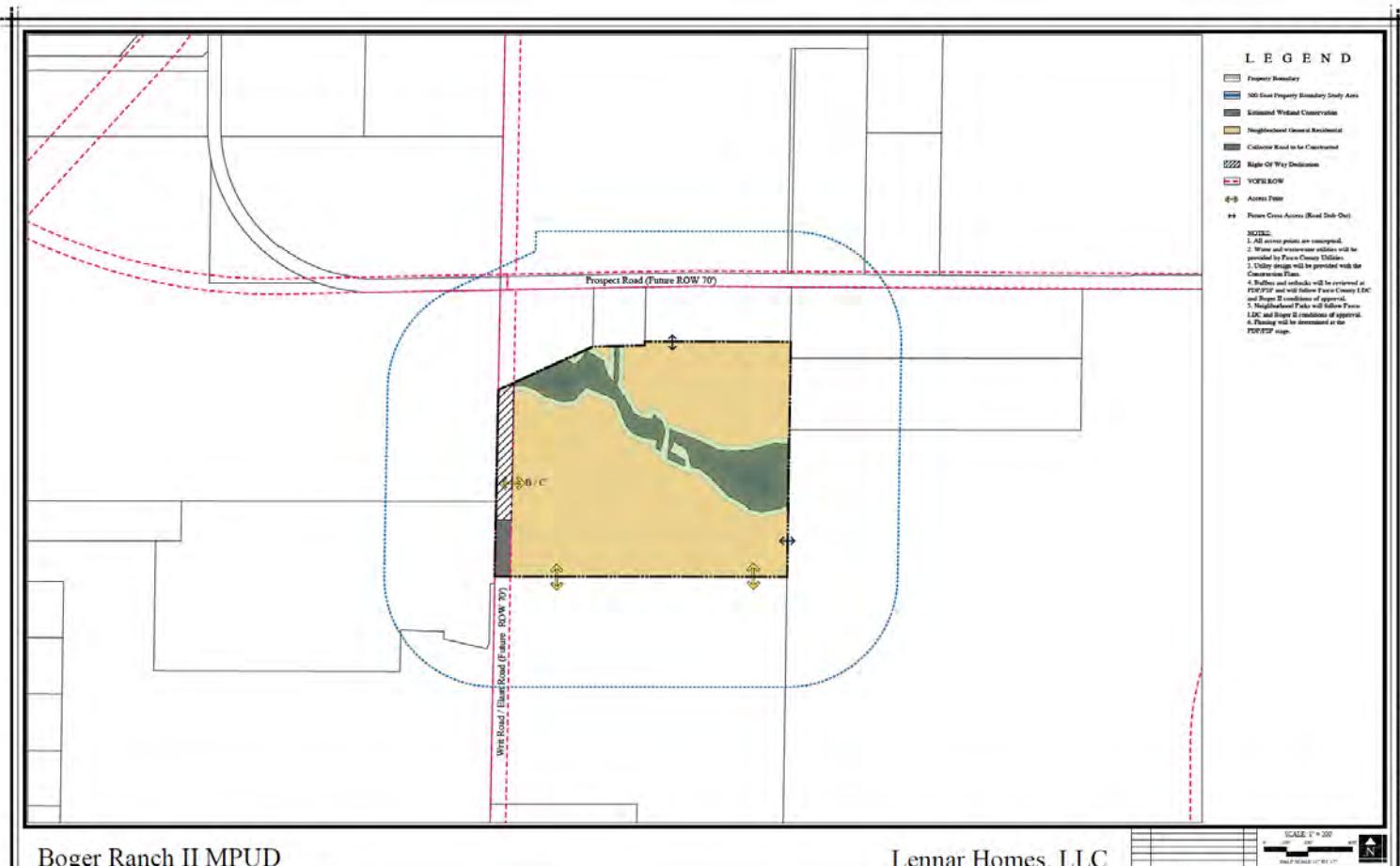
"Informational Purpose Only"

BOGER RANCH, LLC

Pasco County, FL

5/10/19	REVISE EXHIBIT TITLE	BRK
07/09/18	RIGHT-OF-WAY REVISIONS	AMR
DATE: JOB #: BRD PH 1001		
Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and ground tree analysis is required and may affect final unit totals and layout.		
SCALE: 1" = 200'		
0 100 200 400		
HALF SCALE 11" BY 17"		
 <b>HEIDT</b> DESIGN 5094-A Aloma Avenue, Suite 100 Tampa, FL 33606 Phone: (813) 253-5311 www.HeidtDesign.com		

# Master Plan



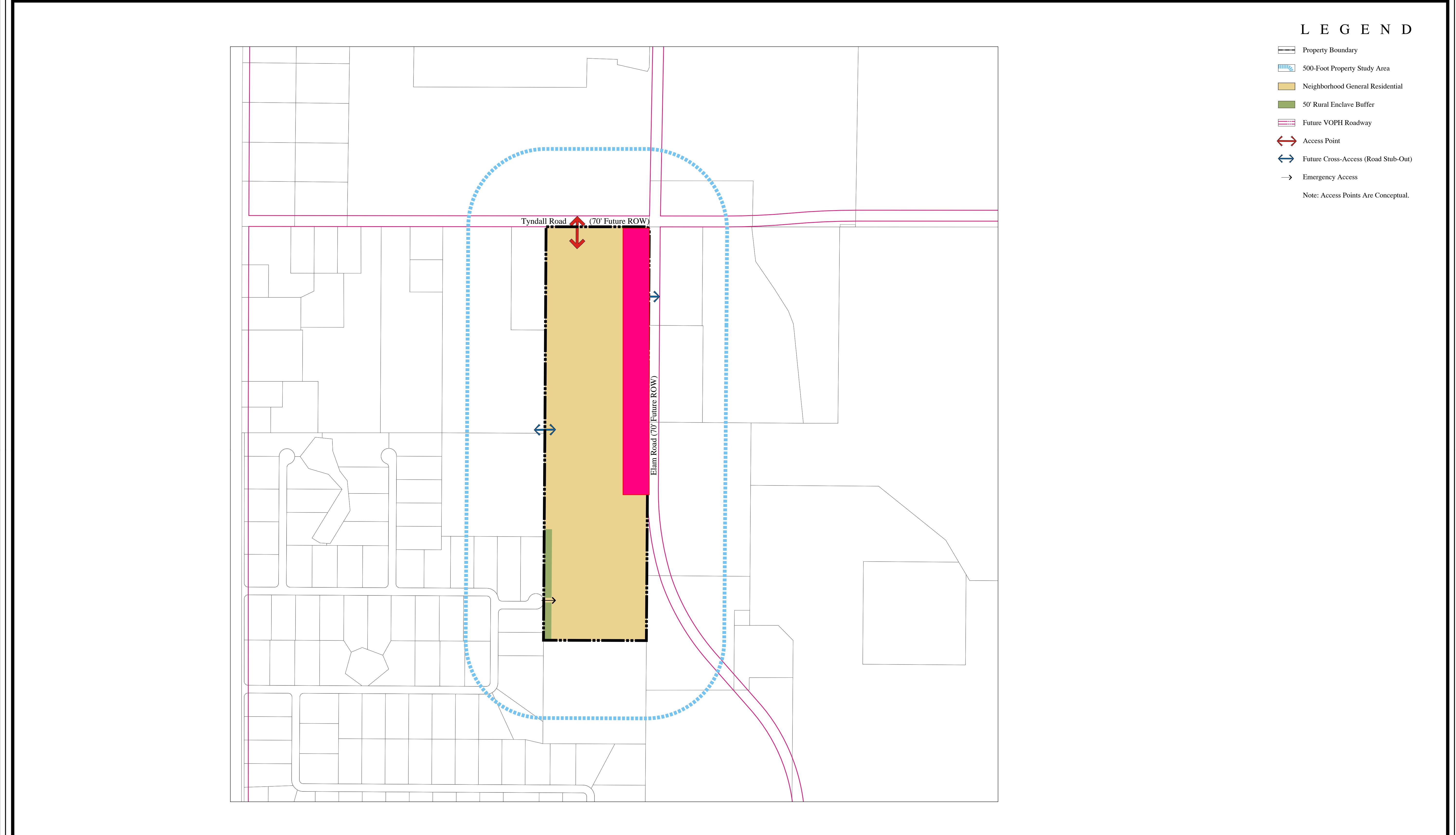
## Boger Ranch II MPUD

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L-704 MPUD Plan

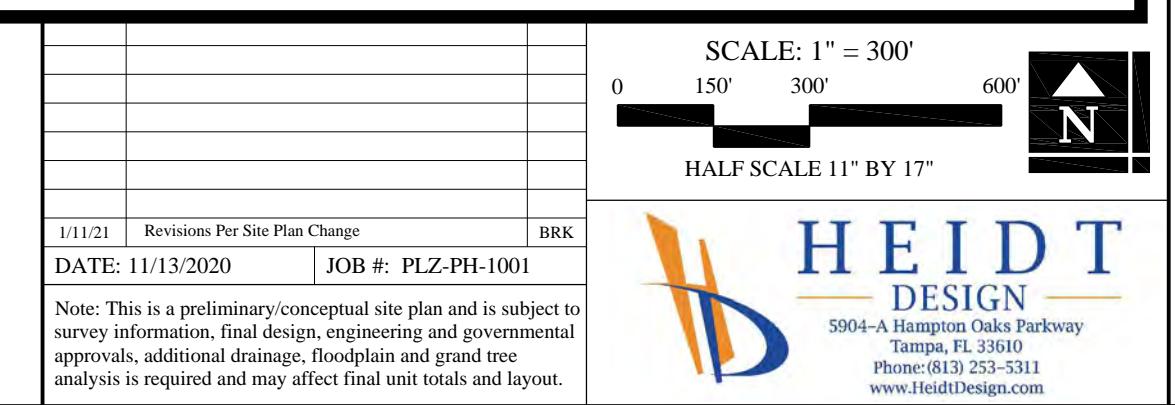
Lennar Homes, LLC

## Pasco County, FL



Plazewski MPUD  
L-704 MPUD Plan

Mr. & Mrs. Walter Plazewski  
Pasco County, FL



## Tab 4



Rizzetta & Company

# Acacia Fields Community Development District

---

## Master Special Assessment Allocation Report

3434 Colwell Avenue  
Suite 200  
Tampa, FL 33614  
[www.rizzetta.com](http://www.rizzetta.com)

July 8, 2025

## TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION .....	1
II. DEFINED TERMS.....	1
III. DISTRICT INFORMATION.....	2
IV. CAPITAL IMPROVEMENT PROGRAM.....	2
V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS.....	2
VI. TRUE-UP PAYMENTS.....	4
VII. FURTHER CONSIDERATIONS.....	6
VIII. ADDITIONAL STIPULATIONS.....	7
EXB "A" MASTER ALLOCATION METHODOLOGY.....	8

## INDEX OF TABLES

<u>Table</u>	<u>Description</u>	<u>Page</u>
1	PRELIMINARY DEVELOPMENT PLAN.....	A-1
2	TOTAL CIP COST DETAIL.....	A-2
3	TOTAL CIP COST/BENEFIT ALLOCATION.....	A-3
4	FINANCING INFORMATION – MAXIMUM BONDS.....	A-4
5	FINANCING INFORMATION – MAXIMUM ASSESSMENTS.....	A-4
6	ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS.....	A-5
	MAXIMUM ASSESSMENT LIEN ROLL.....	A-6



Rizzetta & Company

## I. INTRODUCTION

This Master Special Assessment Allocation Report (the "Report") is being presented in anticipation of financing a capital improvement program by the Acacia Fields Community Development District ("District"), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District's infrastructure project.

The District plans to issue bonds in one or more series to fund all or a portion of the capital improvement program, also known as the CIP. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated on the assessable lands that will receive special benefit from the CIP. Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.

## II. DEFINED TERMS

**"Capital Improvement Program"** (or **"CIP"**) - Construction and/or acquisition of public infrastructure planned for the District, as specified in the Engineer's Report (defined herein).

**"Developer"** – Lennar Homes, LLC.

**"District"** – Acacia Fields Community Development District.

**"District Engineer"** – Tampa Civil Design, P.L.

**"Engineer's Report"** - That certain *Master District Engineer's Report* dated July 7, 2025.

**"Equivalent Assessment Unit"** – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's CIP on a particular land use, relative to other land uses.

**"Maximum Assessments"** – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

**"Platted Units"** – Lands configured into their intended end-use and subject to a recorded plat.

**"Unplatted Parcels"** – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



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### **III. DISTRICT INFORMATION**

The District was established by the Board of County Commissioners of Pasco County, Florida on June 3, 2025, pursuant to Ordinance No. 25-30, which was effective as of June 4, 2025.

The District encompasses approximately 157.386 +/- acres and is located entirely within Pasco County, Florida. The District is generally located south of Prospect Road, east of Curley Road and along the lengths of Tyndall Road and Wirt Road. The current development plan for the District includes approximately two hundred and eight (208) residential units. Table 1 illustrates the District's preliminary development plan.

### **IV. CAPITAL IMPROVEMENT PROGRAM**

The District's CIP includes, but is not limited to, offsite/dedicated improvements, roadways, stormwater management system, sanitary sewer collection system, water distribution system, landscape and irrigation, recreational/amenity facilities, professional services, and contingencies. The total CIP is estimated to cost \$41,364,879.80 as shown in Table 2. It is expected that the District will issue bonds in one or more series to fund all or a portion of the CIP, with the balance funded by the Developer, or other sources.

### **V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS**

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the District. Special benefits act as a logical connection to property from the improvement system and facilities being constructed. These special benefits are peculiar to lands within the District and differ in nature to those general or incidental benefits that landowners outside the District or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

#### **A. Benefit Analysis**

Improvements undertaken by the District, as more clearly described in the Engineer's Report, create both special benefits and general benefits. The general benefits inure to the general public at large and are incidental and distinguishable from the special benefits which accrue to the specific property within the boundaries of the District, or more precisely defined as the land uses which specifically receive special benefit from the CIP as described in this Report.



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It is anticipated that the CIP will provide special benefit to the development areas within the District. The components of the CIP are a District-wide system of improvements and are designed specifically to facilitate the development of District properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District.

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the special assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two requirements are met, Florida law provides the District's board of supervisors with the ability to use discretion in determining the allocation of the special assessments as long as the manner in which the board allocates the special assessments is fairly and reasonably determined.

Section 170.201, *Florida Statutes*, states that the governing body of a municipality may apportion costs of such special assessments based on:

- (a) The front or square footage of each parcel of land; or
- (b) An alternative methodology, so long as the amount of the special assessment for each parcel of land is not in excess of the proportional benefits as compared to other special assessments on other parcels of land.

Table 3 demonstrates the allocation of the estimated costs allocated to the various planned unit types. The costs are allocated using EAU factors, which have the effect of stratifying the costs based on land use and front footage. These EAU factors, which utilize a 50' lot frontage as the standard lot size, are provided on Table 3. As described further herein, and based in part on the report of the District Engineer, it is our professional opinion that the Maximum Assessments are supported by sufficient benefit from the CIP, and that the Maximum Assessments are fairly and reasonably allocated to all assessable properties subject to the Maximum Assessments.

## **B. Anticipated Bond Issuance**

As described above, it is expected that the District will issue bonds in one or more series to fund all or a portion of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District. The District reserves the right to create distinct assessment areas.

A maximum bond sizing has been provided on Table 4. These maximum bond amounts have been calculated using conservative financing assumptions provided by the District's underwriter and represents a scenario in which the entirety of the CIP is



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funded with bond proceeds. Please note that Table 4 represents the District's maximum total issuances for the total CIP, as defined by the District Engineer. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in amounts lower than the maximum amounts, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amounts. Table 6 represents the Maximum Assessments necessary to support repayment of the maximum bonds.

### C. Maximum Assessment Methodology

Initially, the District may impose master Maximum Assessment liens based on the maximum benefit conferred on the parcels within the District based on the scope of work identified within the CIP. Accordingly, Table 6 reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds is not expected to exceed the amounts on Table 6. It is expected that the standard long-term special assessments borne by property owners will be lower than the amounts in Table 6 and will reflect assessment levels which conform with the current market.

Presently, all of the lands subject to the Maximum Assessments are Unplatted Parcels. It is anticipated that assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units on a first platted first assigned basis at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, Maximum Assessments may be allocated to such lands, pursuant to the methodology described herein.

## VI. TRUE-UP PAYMENTS

This Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the District ("Property"), and also establishes an initial assessment per acre amount for the unplatte portions of the Property. As set forth herein, the maximum annual assessment per acre levied on the Property is **\$30,619** inclusive of estimated county collection costs and discounts (as adjusted in connection with the issuance of any particular bond series and as set forth in a supplemental assessment methodology report) ("Original Debt per Acre Amount"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:



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- a. If a Proposed Plat is consistent with the development plan as identified herein, and the debt assessments per acre on the “**Remaining Unplatted Lands**” (i.e., those remaining unplatte lands after the Proposed Plat is recorded) are equal to the Original Debt per Acre Amount after the Proposed Plat, then the District shall allocate the assessments to the product types being platted and the remaining property in accordance with this Report.
- b. If a Proposed Plat results in a decrease in the assessments per acre on the Remaining Unplatted Lands as compared to the Original Debt per Acre Amount after the Proposed Plat, then the District may undertake a pro rata reduction of assessments, or may otherwise address such decrease as allowed by law.
- c. If a Proposed Plat results in an increase in the assessments per acre on the Remaining Unplatted Lands as compared to the Original Debt per Acre Amount after the Proposed Plat, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a “True-Up Payment” equal to the difference between the assessments per acre on the Remaining Unplatted Lands and the Original Debt per Acre Amount, plus applicable interest and collection costs.

In considering whether to require a True-Up Payment, the District shall consider what amount of EAUs (and thus special assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account the Proposed Plat, and by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the overall development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. The District’s decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the developer provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient special assessments to pay debt service on the District’s applicable bonds outstanding, and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bonds as set forth in the relevant assessment proceedings.

All special assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District’s review of the final plat for the developable acres, any unallocated



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special assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats. Further, this true-up process may be applied to individual assessment areas, if established by the District through a supplemental assessment report and resolution.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

## VII. FURTHER CONSIDERATIONS

**New Product Types.** Generally stated, the special assessments set forth in **Table 6** have been established based on an assessment value for the anticipated product types. However, additional product types may be developed, and, in such an event, the District's Assessment Consultant may determine special assessments for the product types derived from the underlying assessment values set forth in **Table 6**, and without a further public hearing by the District.

**Common Areas.** All amenities and common areas not owned by the District and within the District will be owned and operated by a homeowners'/property owners' association(s) for the benefit of the District landowners and are considered a common element for the exclusive benefit of residents and landowners. Accordingly, any benefit from the amenities and common areas flows directly to the benefit of all land within the District, and no special assessments will be assigned to such areas.

**Government Property.** Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the special assessments without specific consent thereto. If at any time, any real property on which special assessments are imposed, proposed to be sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer.

**Third Party Transfers.** In the event an unplatte parcel is sold to a third party not affiliated with the Developer, the special assessments will be assigned to that unplatte parcel based on the total number of planned units reasonably assigned by the Developer to that unplatte parcel. The owner of that unplatte parcel will be responsible for the total assessments applicable to the unplatte parcel, regardless of the total number of planned units ultimately platted. These total assessments are fixed to the unplatte parcel at the time of sale.

**Contributions.** As set forth in any supplemental report, and subject to an appropriate agreement with the District, the Developer may opt to "buy down" the special assessments on particular product types and/or lands using a contribution of cash, infrastructure, work product or land (at appraised value), or other consideration, and in order for the special assessments to reach certain target levels. Note that any "true-up," as described herein, shall require a payment to satisfy "true-up" obligations as well as additional



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contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down special assessments will not be eligible for payment from any bond proceeds.

### **VIII. ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff, including the District Engineer, District underwriter and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



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**EXHIBIT A:**

**MASTER ALLOCATION METHODOLOGY**



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**ACACIA FIELDS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 1: PRELIMINARY DEVELOPMENT PLAN**

PRODUCT	APPROX. FF LOT SIZE	EAU	BOGER RANCH PH 1	BOGER RANCH PH 2	PLAZEWSKI	SCHATZBERG	TOTAL UNITS
Townhome 18'	18	0.36	-	48	-	-	48
Townhome 20'	20	0.40	-	-	60	-	60
Single Family 40'	40	0.80	100	-	85	-	185
Single Family 50'	50	1.00	-	-	54	-	54
Single Family 51'	51	1.02	114	-	-	-	114
Single Family 55'	55	1.10	-	65	-	-	65
Single Family 65'	65	1.30	-	-	-	20	20
<b>TOTAL</b>		<b>214</b>		<b>113</b>	<b>199</b>	<b>20</b>	<b>546</b>

Preliminary Development Plan provided by the Developer and is subject to change.

**ACACIA FIELDS  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

<b>DESCRIPTION</b>	<b>TOTAL ESTIMATED COSTS</b>
Offsite / Dedicated Improvements	\$ 8,722,465.50
Roadways	\$ 3,662,215.00
Stormwater Management System	\$ 3,487,885.75
Sanitary Sewer Collection System	\$ 2,251,342.90
Water Distribution System	\$ 1,512,622.75
Landscaping and Irrigation	\$ 3,942,260.25
Recreational/Amenity Facilities	\$ 1,400,000.00
Professional Services	\$ 3,746,818.82
Material Increase and Market Volatility (20%)	\$ 5,745,122.19
Contingency (20%)	\$ 6,894,146.63
<b>Total CIP Construction Costs</b>	<b>\$ 41,364,879.80</b>

NOTE: Infrastructure cost estimates provided by the District Engineer.

**ACACIA FIELDS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 3: TOTAL CIP COST/BENEFIT ALLOCATION**

<b>PRODUCTS</b>	<b>EAU FACTOR</b>	<b>UNITS</b>	<b>TOTAL EAU's</b>	<b>% of EAU's</b>	<b>TOTAL COST</b>	<b>PER UNIT COST</b>
Townhome 18'	0.36	48	17	4%	\$1,563,875.91	\$32,580.75
Townhome 20'	0.40	60	24	5%	\$2,172,049.87	\$36,200.83
Single Family 40'	0.80	185	148	32%	\$13,394,307.55	\$72,401.66
Single Family 50'	1.00	54	54	12%	\$4,887,112.22	\$90,502.08
Single Family 51'	1.02	114	116	25%	\$10,523,581.64	\$92,312.12
Single Family 55'	1.10	65	72	16%	\$6,470,898.58	\$99,552.29
Single Family 65'	1.30	20	26	6%	\$2,353,054.03	\$117,652.70
		<b>546</b>	<b>457</b>	<b>100%</b>	<b>\$41,364,879.80</b>	

**ACACIA FIELDS  
COMMUNITY DEVELOPMENT DISTRICT  
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS**

Estimated Coupon Rate	7.5%
Maximum Annual Debt Service ("MADS")	\$4,529,911
<b>SOURCES:</b>	
<b>MAXIMUM PRINCIPAL AMOUNT</b>	<b>\$53,500,000</b>
Total Net Proceeds	\$53,500,000
<b>USES:</b>	
Construction Account	(\$41,364,880)
Debt Service Reserve Fund	(\$4,529,911)
Capitalized Interest	(\$6,018,750)
Costs of Issuance	(\$516,459)
Underwriter's Discount	(\$1,070,000)
Total Uses	(\$53,500,000)

**TABLE 5: FINANCING INFORMATION - MAXIMUM ASSESSMENTS**

Estimated Interest Rate	7.5%
<b>Maximum Initial Principal Amount</b>	<b>\$53,500,000</b>
Aggregate Annual Installment	\$4,529,911 (1)
Estimated County Collection Costs	2.00% \$96,381 (2)
Maximum Early Payment Discounts	4.00% \$192,762 (2)
Estimated Total Annual Installment	\$4,819,054

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**ACACIA FIELDS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

**TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)**

PRODUCT	UNITS	EAU FACTOR	TOTAL EAU'S	% of EAU's	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT ANNUAL INSTLMT. (3)
Townhome 18'	48	0.36	17	4%	\$2,022,667	\$42,139	\$182,193	\$3,796
Townhome 20'	60	0.40	24	5%	\$2,809,259	\$46,821	\$253,046	\$4,217
Single Family 40'	185	0.80	148	32%	\$17,323,765	\$93,642	\$1,560,452	\$8,435
Single Family 50'	54	1.00	54	12%	\$6,320,833	\$117,052	\$569,354	\$10,544
Single Family 51'	114	1.02	116	25%	\$13,610,861	\$119,394	\$1,226,009	\$10,754
Single Family 55'	65	1.10	72	16%	\$8,369,251	\$128,758	\$753,867	\$11,598
Single Family 65'	20	1.30	26	6%	\$3,043,364	\$152,168	\$274,133	\$13,707
<b>TOTAL</b>	<b>546</b>		<b>457</b>	<b>100%</b>	<b>\$53,500,000</b>		<b>\$4,819,054</b>	

(1) Represents maximum assessments for the District and allocated by EAU.

(2) Product total shown for illustrative purposes only and are not fixed per product type.

(3) Includes estimated Pasco County collection costs/payment discounts, which may fluctuate.



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ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT

MAXIMUM ASSESSMENT LIEN ROLL

PARCEL ID NO.	LU	MAXIMUM PRINCIPAL	MAXIMUM ANNUAL INSTALLMENT
See Legal Description Attached	1 ACRE	\$339,929	\$30,619
<b>TOTAL</b>	<b>157.386 ACRES</b>	<b>\$53,500,000</b>	<b>\$4,819,054</b>

## PHASE 1A

PARCEL A:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 SECTION 14 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, FOR 70.01 FEET TO THE POINT OF INTERSECTION WITH A LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 14, SAME BEING THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, NORTH 56°14'W, ALONG SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 14, FOR 1,941.2 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE EAST LINE OF THE UNRECORDED PLAT OF MT CURLEY ESTATES SUBDIVISION, ACCORDING TO OFFICIAL RECORDS BOOK 4304, PAGE 1761, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N00°49'19"E, ALONG SAID WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9695, PAGE 449, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'37"E, ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9696, PAGE 449, FOR 412.64 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1079, PAGE 3617, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; SAME ALSO BEING THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9695, PAGE 449, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°54'37"E, ALONG THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE WEST AND SOUTH LINES OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE CONTINUE WITH THE FOLLOWING SIX (6) COURSES ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING THE WEST AND SOUTH LINES OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, RESPECTIVELY: (1) THENCE LEAVING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9696, PAGE 449, FOR 00°45'10"W, FOR 588.27 FEET; (2) THENCE S89°53'49"E, FOR 1,112.05 FEET; (3) THENCE S00°45'10"W, FOR 588.27 FEET; (4) THENCE S87°59'49"E, FOR 194.69 FEET; (5) THENCE S01°55'02"W, FOR 33.06 FEET; (6) THENCE S77°03'41"E, FOR 199.06 FEET; THENCE LEAVING SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, SAME BEING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, S88°54'20"E, FOR 40.89 FEET; THENCE S01°05'40"W, FOR 701.79 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1076, PAGE 376, S88°54'20"E, FOR 40.89 FEET; THENCE N89°59'50"W, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE N89°59'50"W, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, FOR 10.03 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, SAME BEING THE POINT OF INTERSECTION WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, THENCE S01°05'25"W, ALONG THE WEST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, SAME BEING SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 14, SAME ALSO BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9697, PAGE 2665, FOR 226.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,918,617 SQUARE FEET OR 44.045 ACRES, MORE OR LESS

## PHASE 1B

PARCEL B:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), SAME BEING THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, AND THE WEST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10717, PAGE 534, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 296.05 FEET TO THE NORTHWEST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1077, PAGE 534, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE S89°59'50"E, ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, FOR 91.04 FEET TO A POINT ON THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, SAME BEING THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, N01°05'40"E, FOR 1,030.84 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S89°57'58"E, ALONG SAID NORTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,230.15 FEET TO THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE S00°57'02"W, ALONG THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, FOR 1,256.79 FEET TO THE POINT OF INTERSECTION WITH A LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE LEAVING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, N89°58'05"W, ALONG SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 662.15 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE EAST LINE OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329; THENCE LEAVING SAID LINE LYING 70.00 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, N00°58'22"E, ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING SAID EAST LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, FOR 226.37 FEET TO A SOUTH CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTHEAST CORNER OF SAID CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329; THENCE N89°59'50"W, CONTINUING ALONG SAID SOUTH LINE OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9742, PAGE 1799, SAME BEING THE NORTH LINE OF SAID CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 10935, PAGE 2329, FOR 570.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,418,717 SQUARE FEET OR 32.569 ACRES, MORE OR LESS.

## PHASE 2

A PARCEL OF LAND BEING A PORTION OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N01°05'25"E, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), FOR 1,326.90 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4 OF SECTION 13, SAME BEING THE POINT OF BEGINNING; THENCE CONCURRENCE N01°05'25"E, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 16.05 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, SAME BEING THE POINT OF BEGINNING; THENCE MAINTAINING THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 16.05 FEET, (1) THENCE LEAVING SAID WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, S82°00'40"E, FOR 15.16 FEET, (2) THENCE N01°14'49"E, FOR 295.14 FEET, (3) THENCE N01°18'30"E, FOR 278.64 FEET, (4) THENCE N0°46'11"E, FOR 262.02 FEET, THENCE LEAVING SAID EAST MAINTAINED RIGHT-OF-WAY LINE OF WIRT ROAD, N65°22'24"E, FOR 452.07 FEET, THENCE N88°55'13"E, FOR 229.49 FEET; THENCE S89°24'57"E, FOR 428.91 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE S00°50'07"W, ALONG SAID EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,043.20 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13; THENCE N89°57'58"W, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, FOR 1,321.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,319.354.89 SQUARE FEET OR 30.29 ACRES, MORE OR LESS.

CONTAINING 1,519,554.69 SQUARE FEET OR 35.29 ACRES, MORE OR LESS.

PLAZEWSKI

The East 1/2 of the East 1/2 of the Northeast 1/4 of Section 23, Township 25 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

**BEGIN** at the Northeast Corner of Section 23, Township 25 South, Range 20 East, Pasco County, Florida; thence South 00°24'32" West, 2,657.50 feet along the East Boundary Line of the Northeast 1/4 of said Section 23 to the Southeast Corner of the Northeast 1/4 of said Section 23; thence North 89°51'06" West, 661.41 feet along the South Line of the Northeast 1/4 of said Section 23 to the Southwest Corner of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 23; thence North 00°22'39" East, 2,656.50 feet along the West Line of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 23 to the Northwest Corner of the East 1/2 of the East 1/2 of the Northeast 1/4 of said Section 23; thence South 89°56'14" East, 662.87 feet along the North Line of the Northeast 1/4 of said Section 23 to the **POINT OF BEGINNING**

Said Described Lands Containing 40.39 Acres.

SHATZBERG

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE S. 00 DEG. 00'17" E. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 664.85 FEET TO A POINT ON THE BOUNDARY OF KNOLLWOOD ACRES AS PER THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 139-142, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO COURSES ALONG THE BOUNDARY OF SAID PLAT OF KNOLLWOOD ACRES: (1) S. 89 DEG 47'40" W., A DISTANCE OF 661.13; (2) N. 00 DEG. 03'08" W., A DISTANCE OF 664.51 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 23; THENCE DEPARTING THE BOUNDARY OF SAID PLAT, N 89 DEG. 45'52" E. ALONG SAID NORTH BOUNDARY, A DISTANCE OF 661.69 FEET TO THE POINT OF BEGINNING. CONTAINING 10.092 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT OVER THE WEST 35 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA.

## Tab 5

**RESOLUTION NO. 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AD VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE, AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAYED IN WHOLE OR IN PART BY SUCH DEBT ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH DEBT ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH DEBT ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH SUCH DEBT ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the "**Board**") of the Acacia Fields Community Development District (the "**District**") has determined to construct and/or acquire certain public improvements (the "**Project**") set forth in the plans and specifications described in the Master Engineer's Report dated November 6, 2025 (the "**Engineer's Report**"), incorporated by reference as part of this Resolution and which is available for review at the offices of Rizzetta & Company, Inc. located at 3434 Colwell Avenue, Tampa, Florida 33614 (the "**District Office**"); and

**WHEREAS**, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapter 190, the Uniform Community Development District Act, Chapter 170, the Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes (the "**Debt Assessments**"); and

**WHEREAS**, the District is empowered by Chapters 190, 170, and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Debt Assessments; and

**WHEREAS**, the Board hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that the Debt Assessments will be made in proportion to the benefits received as set forth in the Master Special Assessment Allocation Report dated \_\_\_\_\_, (the "**Assessment Report**") incorporated by reference as part of this Resolution and on file in the District Office; and

**WHEREAS**, the District hereby determines that the Debt Assessments to be levied will not exceed the benefits to the property improved.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:**

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. The Debt Assessments shall be levied to defray all of the costs of the Project.
3. The nature of the Project generally consists of public improvements consisting of water management and control, water supply, sewer and wastewater management, roads, parks and recreational facilities, undergrounding of electrical power, landscaping, hardscaping, and irrigation, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.
4. The general locations of the Project are as shown on the plans and specifications referred to above.

5. As stated in the Engineer's Report, the estimated cost of the Project is approximately **\$41,364,879.80** (hereinafter referred to as the "**Estimated Cost**").
6. As stated in the Assessment Report, the Debt Assessments will defray approximately **\$56,500,000** of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all of which may be financed by the District's proposed capital improvement revenue bonds, to be issued in one or more series.
7. The manner in which the Debt Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report:
  - a. For unplatted lands the Debt Assessments will be imposed on a per acre basis in accordance with the Assessment Report.
  - b. For platted lands the Debt Assessments will be imposed on an equivalent residential unit basis per product type.
8. In the event the actual cost of the Project exceeds the Estimated Cost, such excess may be paid by the District from additional special assessments or contributions from other entities. No such excess shall be required to be paid from the District's general revenues.
9. The Debt Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for below.
10. There is on file at the District Office, an assessment plat showing the area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspection by the public.
11. The Chair of the Board has caused the District Manager to prepare a preliminary assessment roll which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Office.
12. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost acquired by the District, the Debt Assessments shall be paid in not more than 30 annual installments payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the uniform method of the collection of non-ad valorem assessments is not available to the District in any year, or the District determines not to utilize the provision of Chapter 197, Florida Statutes, the Debt Assessments may be collected as is otherwise permitted by law.

**Passed and Adopted on December 9, 2025.**

**Attest:**

**Acacia Fields  
Community Development District**

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Printed Name: \_\_\_\_\_  
Title: Secretary/Assistant Secretary

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Name: Kelly Evans  
Title: Chair of the Board of Supervisors

## Tab 6

## **RESOLUTION NO. 2026-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT.**

**WHEREAS**, the Board of Supervisors (the "**Board**") of the Acacia Fields Community Development District (the "**District**") has previously adopted Resolution No. 2026-01 declaring non-ad valorem special assessments, determining to construct and/or acquire certain public improvements, and providing for other things as described therein;

**WHEREAS**, in accordance with the above referenced resolution, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 190, 170, and 197, Florida Statutes have been satisfied so that the District may hold the required public hearing, and the preliminary assessment roll and related documents are available for public inspection at the offices of Rizzetta & Company, Inc, located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "**District Office**").

#### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE DISTRICT THAT:**

1. There is hereby declared a public hearing to be held on **Tuesday, January 13, 2026, at 9:00 a.m.** at Hilton Garden Inn Tampa Suncoast Parkway, 2155 Northpointe Parkway, Lutz, Florida 33558 for the purpose of hearing comment and objection to the proposed non-ad valorem special assessments related to the public improvements as identified in the preliminary assessment roll. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting to the District Manager at the District Office at the address listed above.
2. Notice of said hearing shall be advertised in accordance with Chapters 190, 170, and 197 Florida Statutes, and the District Manager is hereby authorized to place said notice in a newspaper of general circulation within the County the District is located in (by 2 publications 1 week apart with the first publication at least 20 days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give 30 days' written notice by first class United States mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
3. This Resolution shall become effective upon its passage.

**Passed and Adopted on December 9, 2025.**

**Attest:**

**Acacia Fields  
Community Development District**

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Printed Name: \_\_\_\_\_  
Title: Secretary / Assistant Secretary

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Name: Kelly Evans  
Title: Chair of the Board of Supervisors

## **Tab 7**

## Outdoor Solar Lighting Service Agreement (Boger)

This Outdoor Solar Lighting Service Agreement (Boger) (the “**Agreement**”), is made and entered into as of November 11, 2025 (the “**Effective Date**”) 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 **ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 4301 W. Boy Scout Boulevard, Suite 600, Tampa, Florida 33324.

### RECITALS

**WHEREAS**, Company is in the business of constructing, maintaining, leasing and operating Street Lights (as defined below) to residential communities and projects; and

**WHEREAS**, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Boger” located in Pasco, Florida (the “**Community**”); and

**WHEREAS**, Customer and Company wish to enter into a service agreement for Street Lights for use in portions of the Community, as specified in this Agreement;

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

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **Fifty-Four (54)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years after the Effective Date (the “**Term**”). The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. Installation Site; License. The Street Lights shall be installed upon portions of the Community as described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, 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 Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. 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 Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

c. Agreement Year. For purposes of this Agreement, the term “**Agreement Year**” shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, 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**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. **Monthly Service Fees; Escalations.** During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance, as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the Service Fee payable in each month of the Term shall be Fifty Dollars (\$50.00) for each installed

and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes and other Taxes (hereinafter defined) (collectively, the “**Service Fee**”). Regardless of the fact the Term of this Agreement commences on the Effective Date, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Service Fee payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. **Service Fee Increases.** Effective as of the anniversary of the Effective Date in each Agreement Year of the Term following the first Agreement Year, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it no more than three percent (3%) over the then-current Service Fee for the current Agreement Year. The Company shall provide written notice of any such increase to the Customer prior to implementing any such increase on the Service Fee.

b. **Payment Coupon Books.** For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (if any), and (iii) the total amount due from Customer. Customer’s obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued. Company shall have the right to update and issue to Customer updated coupon book(s) for monthly payments from time to time during any Agreement Year.

c. **Payment Dates for Service Fee.** Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement 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 Agreement.

d. **Service Fee Delinquencies.** Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, 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 “**Maximum Interest Rate**”), all as additional Service Fees under this Agreement.

e. **Taxes.** If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, “**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 services performed pursuant to this Agreement, which shall be Company’s responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights 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 written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a “service contract,” pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company’s obligations under this Agreement are conditioned upon (a) Company receiving a copy of this Agreement, executed by an officer of Customer, together with a binding resolution of the Board of Supervisor of Customer, confirming that the Board of Directors of the Association has approved and ratified the execution of this Agreement and the President of the Association is authorized and empowered to execute this Agreement to bind the Association; (b) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Street Lights upon the Installation Site (and Company shall diligently pursue all such licenses, permits and approvals); (c) Company’s receipt of 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 Agreement for as long Company is not in default hereunder, and (d) Company having determined that all rights necessary, in Company’s reasonable judgment, for the construction, installation, maintenance, and operation of the Street Lights in the location described in this Agreement have been obtained, and (e) all representations and warranties of Customer set forth in Section 20 of this Agreement below are true, complete, and correct in all respects. The foregoing are collectively referred to herein as the “**Conditions**.” Company may, in its sole discretion, with the prior written consent of Customer, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “**“EOR”**”) prior to installation of any Street Lights (the “**Approved Plans**”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and 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 Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans 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 or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights 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 Company at the expense of Customer.

7. **Customer Information and Preparation; Indemnification.** If applicable and requested by Company, and prior to the commencement of any work by Company at the Installation Site, Customer shall provide to Company a map/sketch (“**Underground Facilities Map**”) depicting the location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, 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. Customer shall be responsible for any and all cost or liability for damage to Underground Facilities caused by Company to the extent such Underground Facilities and the location thereof were not identified, or incorrectly identified, on the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages

arising out of Company's own negligence. Except for those claims, losses, and damages arising out of Company's own negligence, and subject to the limitations under Section 768.28, Florida Statutes, 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 (i) Customer's failure to properly identify Underground Facilities and the location thereof, including but not limited to damages caused by the incorrect identification or failure to identify such facilities or the location thereof, and (ii) any wrongful conduct by Customer, its employees, contractors, agents, or invitees, whether or not related to Underground Facilities. The term "damages" 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 Agreement, the term "Company" shall mean the collective reference to the Company 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.

**8. Environmental Attributes and Environmental Incentives.** 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 and benefits attributable to the Company's ownership and operation of the Street Lights ("Tax Credits"), and Customer's rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company (at no expense or liability to Customer) 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 Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. "**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. "**Environmental Incentives**" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

**9. Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are thereafter requested in writing by Customer, including, but not limited to: installation of 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 requested by Customer to the extent not included in the Approved Plans. 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 monthly Service Fee due from Customer.

**10. Maintenance and Repairs; No Alterations.** Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. If, after installation by Company and during the Term of this Agreement, a Street Light is or becomes defective, Company shall promptly (and in no event later than fifteen (15) business days after written notice by Customer) repair the defect or replace the Street Light with a new Street Light that is not defective. Notwithstanding the foregoing, however, if Company commences the repair or replacement of the Street Light within such fifteen (15) business day period, but is unable to complete the repair or replacement within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall exercise diligent efforts to complete such repair or replacement no later than one hundred eighty (180) days after written notice by Customer. Further notwithstanding the foregoing, for so long as there is a declared state of emergency or natural disaster, if Company is unable to complete the work within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall continue to prosecute the repair or replacement to completion in the exercise of diligent efforts and completes such repair or replacement no later than three hundred sixty-five (365) days after written notice by Customer. The failure of Company to timely repair a defective Street Light shall not constitute an Event of Default under this Agreement and Customer's sole remedy for the failure of Company to repair a defective Street Light is set forth in Section 12 of this Agreement. Notwithstanding the foregoing, if any Street Light 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, invitees, or any owner, tenant, or occupant of a lot or parcel in the Community of which the Installation Site is a part (or their invitees), 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 within fifteen (15) business days after written demand by Company. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights at all times, or continuous lighting within the Street Light system, and except to the extent caused in connection with Company's negligence, willful actions or a breach of this Agreement, Company will not be liable to any person or entity for damages related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. In no event, however, shall Company be liable for special, incidental, consequential, or punitive damages. Except as otherwise provided herein with respect to routine cleaning of solar panels on the Street Lights, Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street Lights at any time in connection with any necessary maintenance or repairs for which Company is responsible; provided, however, to the extent such interruption shall occur for more than three (3) hours during

the period of evening/nighttime hours of dusk to dawn, the Company shall provide at least seven (7) days' prior written notice to Customer, except in the event of an emergency. Except as set forth in this Section 10, no additional warranties (express or implied) are given by Company to Customer with respect to the Street Lights, the Street Light installation design and/or the other services performed by Company under this Agreement.

**11. Insolation.** Customer understands that unobstructed access to sunlight ("Insolation") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

**12. Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing (including via e-mail) of any Street Light malfunctions and outages ("Outage Notification"). Company shall have thirty (30) calendar days after receiving an Outage Notification to investigate any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Section 10 of this Agreement shall apply to the repair or replacement of such Street Light. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving the Outage Notification, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have 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 upon written request of Customer, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights malfunctions, experiences an outage, is defective and/or is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement so long as Company is otherwise in compliance with this Agreement, including this Section 12.

**13. Vegetation Control.** Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs drainage for the Street Lights.

**14. Ownership of Street Lights.** The Street Lights 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 to the Installation Site.

15. **Insurance.** Customer shall maintain general liability insurance covering any injury or damage to persons or property (other than the Street Lights), including death of persons, resulting, directly or indirectly, from the negligent conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. The policy shall name Company as an additional insured. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain a minimum property insurance policy with coverage limits sufficient to cover the full replacement cost of the Street Lights provided by an insurance carrier with a minimum rating of A or equivalent by A.M. Best or other recognized rating agency. The property insurance policy shall cover losses arising from the following events: fire, theft, vandalism, and high wind events. The policy shall specifically exclude damages caused by a) earth movement, b) governmental action, c) nuclear hazard, d) war and military action, e) flood, surface water, waves, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge), f) fungi, wet rot and dry rot, g) virus, bacterium or other microorganism, or h) third-party vehicles or machinery (including bulldozers or construction equipment), unless otherwise agreed to in writing by the Company. Upon request by Customer, Company shall provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. **Assignment.** This Agreement 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 Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement 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 Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. **Financing.** The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties ("**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 Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this

Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement 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 Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

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 Street Lights and/or administrative services with respect to this Agreement (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 Agreement.

17. **Default.** Each of the following shall constitute an "**Event of Default**" under this Agreement:

a. Service Fee. Customer's failure to pay the Service Fee or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of fifteen (15) days from the date when due under this Agreement.

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, 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 Street Lights or the party's rights under this Agreement 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;

c. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. 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.

**18. 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. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30) days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer's default (excluding special, incidental, consequential, or punitive damages), all such Service Fees 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 Agreement, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), 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 dispossessory proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights 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 Agreement for the account of Customer and may 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 Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

**19. Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, 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 Street Light removal. The

provisions contained in this Section shall survive the expiration or other termination of this Agreement.

**20. Representations, Warranties, and Covenants.** Each party represents and warrants to the other the following as of the Effective Date: (a) such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance by such party of this Agreement 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 (c) this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Further, Customer represents and warrants to Company that (i) neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, 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, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

**21. Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights 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).

**22. 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).

**23. Attorneys' Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, 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.

24. **General.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement 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 Agreement. This Agreement 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.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

26. **Applicable Law; Venue.** This Agreement 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 Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

27. **True Lease Instrument; Street Lights Not Fixtures.** Solely for purposes of the Florida Uniform Commercial Code (“UCC”), Customer and Company intend that this Agreement constitutes a “true lease” under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as “lessee” (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. **“Disguised Security Interest”** means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Company and Customer agree that the Street Lights are not and shall not become fixtures to the real property upon which they are installed, but are and shall remain personal property.

28. **Recordation.** This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form attached as **Exhibit “B”**

and a precautionary UCC-1 Financing Statement in the form attached as Exhibit “B-1.” Such Memorandum of Agreement and Financing Statement shall be recorded or filed, as appropriate, by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

**29. 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 Agreement term and following completion of this Agreement 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 Agreement 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) 731-7048, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.**

**30. Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that 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 on the Service Fee or other sums when due under this Agreement.

**31. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, 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 Agreement may be terminated by the Customer.

**32. Public Facilities.** Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer’s bond covenants for the public tax-exempt bonds issued by Customer.

**33. Easement.** Because the Installation Site is owned by Customer in fee simple, simultaneously with recordation of the Memorandum of Agreement, Customer shall execute,

acknowledge, and deliver to Company an Easement in the form attached as **Exhibit “C,”** covering the Installation Site, which Easement Company shall record in the public records of the county in which the Installation site is located. Such Easement provides by its terms for termination simultaneously with expiration of termination of the Agreement.

**34. Inspector General.** The Company agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**35. E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the “**Act**”), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company’s compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer’s written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

**36. Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Company represents that in entering into this Agreement, the Company does not use coercion for labor or services as defined in the statute. The Company is required to provide an affidavit, signed by an officer or a representative of the Company with this representation, addressed to the Customer, as required by Section 787.06(13), Florida Statutes.

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

*[Signature Page for Company]*

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

**“COMPANY”**

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

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Address: \_\_\_\_\_

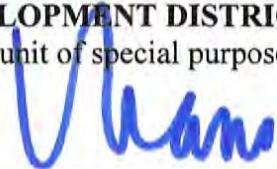
\_\_\_\_\_  
Name: John M. Ryan  
Its: Manager

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Address: \_\_\_\_\_

*[Signature Page for Customer]*

**“CUSTOMER”**

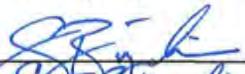
**ACACIA FIELDS COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government



---

Name: Kelly Evans  
Its: Chair, Board of Supervisors

Sign:   
Print: Kelly Evans Hopkins  
Address: 1510 W Cleveland St  
Tampa, FL 33606

Sign:   
Print: Scott B. Bixenheide  
Address: 3434 Colwell Ave, Ste 200, Tampa, FL 33614

## **Outdoor Solar Lighting Service Agreement**

(Plazewski)

This Outdoor Solar Lighting Service Agreement (Plazewski) (the “**Agreement**”), is made and entered into as of November 11, 2025 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company registered to do business in Florida (the “**Company**”), whose mailing address is Attn: John Ryan, 2502 N. Rocky Point Dr., Ste. 1050, Tampa, FL 33607; and, **ACACIA FIELDS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is c/o Rizzetta, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

### **RECITALS**

**WHEREAS**, Company is in the business of constructing, maintaining, leasing, and operating Street Lights (as defined below) to residential communities and projects; and

**WHEREAS**, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Plazewski” located in Pasco, Florida (the “**Community**”); and

**WHEREAS**, Customer and Company wish to enter into a service agreement for Street Lights for use in portions of the Community, as specified in this Agreement;

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

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **Thirty-Four (34)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. **Term of Agreement; Installation.**

a. **Term.** The term of this Agreement shall commence on the Effective Date, and shall expire, unless sooner terminated as provided in this Agreement, twenty (20) years

after the Effective Date (the “**Term**”). The Term is subject to renewal during the first Renewal Term, and Second Renewal Term if they come into existence, as provided below.

b. **Installation Site; License.** The Street Lights shall be installed upon portions of the Community as described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, 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 Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. 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 Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

c. **Agreement Year.** For purposes of this Agreement, the term “**Agreement Year**” shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

d. **Renewal Terms.** The term of this Agreement shall automatically renew on the same terms, conditions and provisions, 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**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

3. **Monthly Service Fees; Escalations.** During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance,

as follows: Until the Service Fee escalation provided under subsection (a) below occurs, the Service Fee payable in each month of the Term shall be Fifty Dollars (\$50.00) for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes and other Taxes (hereinafter defined) (collectively, the “**Service Fee**”). Regardless of the fact the Term of this Agreement commences on the Effective Date, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Service Fee payable with respect to any Street Light that is installed and mechanically operational for a period of less than an entire month shall be prorated based on the number of days in the month that the Street Light is installed and mechanically operational, in proportion to the total number of days in the month.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year of the Term following the first Agreement Year, and each Renewal Term that comes into existence, Company shall have the right to review the Service Fee paid under this Agreement and increase it no more than three percent (3%) over the then-current Service Fee for the current Agreement Year. The Company shall provide written notice of any such increase to the Customer prior to implementing any such increase on the Service Fee.

b. Payment Coupon Books. For the convenience of Customer only, Company may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (if any), and (iii) the total amount due from Customer. Customer’s obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued. Company shall have the right to update and issue to Customer updated coupon book(s) for monthly payments from time to time during any Agreement Year.

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement 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 Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, 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 “**Maximum Interest Rate**”), all as additional Service Fees under this Agreement.

e. **Taxes.** If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, “**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 services performed pursuant to this Agreement, which shall be Company’s responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights 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 written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a “service contract,” pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company’s obligations under this Agreement are conditioned upon (a) Company receiving a copy of this Agreement, executed by an officer of Customer, together with a binding resolution of the Board of Supervisor of Customer, confirming that the Board of Directors of the Association has approved and ratified the execution of this Agreement and the President of the Association is authorized and empowered to execute this Agreement to bind the Association; (b) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement, including without limitation all such governmental permits and approvals as shall be necessary for installation, maintenance, repair and operation of the Street Lights upon the Installation Site (and Company shall diligently pursue all such licenses, permits and approvals); (c) Company’s receipt of 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 Agreement for as long Company is not in default hereunder, and (d) Company having determined that all rights necessary, in Company’s reasonable judgment, for the construction, installation, maintenance, and operation of the Street Lights in the location described in this Agreement have been obtained, and (e) all representations and warranties of Customer set forth in Section 20 of this Agreement below are true, complete, and correct in all respects. The foregoing are collectively referred to herein as the “**Conditions**.” Company may, in its sole discretion, with the prior written consent of Customer, in its sole discretion, waive any of the Conditions. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “**GOR**”) prior to installation of any Street Lights (the “**Approved Plans**”), which approval by Customer and the GOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the GOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or GOR) responds to any submittals with a disapproval, Customer (and/or GOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the GOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the GOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause GOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and 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 Effective Date. Both Company and Customer must sign each change order for it to be effective, but the GOR shall not be required to sign each change order. If approved by Company, the Approved Plans 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 or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights 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 Company at the expense of Customer.

7. **Customer Information and Preparation; Indemnification.** If applicable and requested by Company, and prior to the commencement of any work by Company at the Installation Site, Customer shall provide to Company a map/sketch (“**Underground Facilities Map**”) depicting the location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, 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. Customer shall be responsible for any and all cost or liability for damage to Underground Facilities caused by Company to the extent such Underground Facilities and the location thereof were not identified, or incorrectly identified, on

the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company's own negligence. Except for those claims, losses, and damages arising out of Company's own negligence, and subject to the limitations under Section 768.28, Florida Statutes, 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 (i) Customer's failure to properly identify Underground Facilities and the location thereof, including but not limited to damages caused by the incorrect identification or failure to identify such facilities or the location thereof, and (ii) any wrongful conduct by Customer, its employees, contractors, agents, or invitees, whether or not related to Underground Facilities. The term "damages" 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 Agreement, the term "Company" shall mean the collective reference to the Company 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.

**8. Environmental Attributes and Environmental Incentives.** 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 and benefits attributable to the Company's ownership and operation of the Street Lights ("Tax Credits"), and Customer's rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company (at no expense or liability to Customer) 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 Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including 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. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. "Environmental Incentives" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

**9. Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are thereafter requested in writing by Customer, including, but not limited to: installation of 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 requested by Customer to the extent not included in the Approved Plans. 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 monthly Service Fee due from Customer.

**10. Maintenance and Repairs; No Alterations.** Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. If, after installation by Company and during the Term of this Agreement, a Street Light is or becomes defective, Company shall promptly (and in no event later than fifteen (15) business days after written notice by Customer) repair the defect or replace the Street Light with a new Street Light that is not defective. Notwithstanding the foregoing, however, if Company commences the repair or replacement of the Street Light within such fifteen (15) business day period, but is unable to complete the repair or replacement within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall exercise diligent efforts to complete such repair or replacement no later than one hundred eighty (180) days after written notice by Customer. Further notwithstanding the foregoing, for so long as there is a declared state of emergency or natural disaster, if Company is unable to complete the work within such fifteen (15) business day period in the exercise of diligent efforts, then Company shall continue to prosecute the repair or replacement to completion in the exercise of diligent efforts and completes such repair or replacement no later than three hundred sixty-five (365) days after written notice by Customer. The failure of Company to timely repair a defective Street Light shall not constitute an Event of Default under this Agreement and Customer's sole remedy for the failure of Company to repair a defective Street Light is set forth in Section 12 of this Agreement. Notwithstanding the foregoing, if any Street Light 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, invitees, or any owner, tenant, or occupant of a lot or parcel in the Community of which the Installation Site is a part (or their invitees), 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 within fifteen (15) business days after written demand by Company. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights at all times, or continuous lighting within the Street Light system, and except to the extent caused in connection with Company's negligence, willful actions or a breach of this Agreement, Company will not be liable to any person or entity for damages related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. In no event, however, shall Company be liable for special, incidental, consequential, or punitive damages. Except as otherwise provided herein with respect to routine cleaning of solar panels on the Street Lights, Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street Lights at any time in

connection with any necessary maintenance or repairs for which Company is responsible; provided, however, to the extent such interruption shall occur for more than three (3) hours during the period of evening/nighttime hours of dusk to dawn, the Company shall provide at least seven (7) days' prior written notice to Customer, except in the event of an emergency. Except as set forth in this Section 10, no additional warranties (express or implied) are given by Company to Customer with respect to the Street Lights, the Street Light installation design and/or the other services performed by Company under this Agreement.

**11. Insolation.** Customer understands that unobstructed access to sunlight (“**Insolation**”) is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights’ Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights’ existing Insolation levels.

**12. Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing (including via e-mail) of any Street Light malfunctions and outages (“**Outage Notification**”). Company shall have thirty (30) calendar days after receiving an Outage Notification to investigate any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Section 10 of this Agreement shall apply to the repair or replacement of such Street Light. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving the Outage Notification, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Costs incurred in connection with fixing a non-operational Street Light shall be borne by Company, except that Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have 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 upon written request of Customer, and at Company’s discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights malfunctions, experiences an outage, is defective and/or is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement so long as Company is otherwise in compliance with this Agreement, including this Section 12.

**13. Vegetation Control.** Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer’s sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs drainage for the Street Lights.

14. **Ownership of Street Lights.** The Street Lights 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 to the Installation Site.

15. **Insurance.** Customer shall maintain general liability insurance covering any injury or damage to persons or property (other than the Street Lights), including death of persons, resulting, directly or indirectly, from the negligent conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. The policy shall name Company as an additional insured. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain a minimum property insurance policy with coverage limits sufficient to cover the full replacement cost of the Street Lights provided by an insurance carrier with a minimum rating of A or equivalent by A.M. Best or other recognized rating agency. The property insurance policy shall cover losses arising from the following events: fire, theft, vandalism, and high wind events. The policy shall specifically exclude damages caused by a) earth movement, b) governmental action, c) nuclear hazard, d) war and military action, e) flood, surface water, waves, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge), f) fungi, wet rot and dry rot, g) virus, bacterium or other microorganism, or h) third-party vehicles or machinery (including bulldozers or construction equipment), unless otherwise agreed to in writing by the Company. Upon request by Customer, Company shall provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

## 16. **Assignment and Financing.**

a. **Assignment.** This Agreement 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 Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement 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 Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. **Financing.** The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties

(“**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 Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement 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 Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

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 Street Lights and/or administrative services with respect to this Agreement (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 Agreement.

17. **Default.** Each of the following shall constitute an “**Event of Default**” under this Agreement:

a. **Service Fee**. Customer’s failure to pay the Service Fee or any other sum when due from time to time under this Agreement, if such failure to pay continues for a period of fifteen (15) days from the date when due under this Agreement.

b. **Other Default**. A breach of, or failure to perform, any other covenant or obligation under this Agreement, 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 Street Lights or the party’s rights under this Agreement 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;

c. **Removal of Street Lights, Etc.** Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;

d. **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.

**18. 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. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30) days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer's default (excluding special, incidental, consequential, or punitive damages), all such Service Fees 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 Agreement, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), 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 dispossessory proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights 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 Agreement for the account of Customer and may 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 Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

**19. Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, 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 Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

**20. Representations, Warranties, and Covenants.** Each party represents and warrants to the other the following as of the Effective Date: (a) such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance by such party of this Agreement 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 (c) this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Further, Customer represents and warrants to Company that (i) neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, 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, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

**21. Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights 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).

**22. 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).

**23. Attorneys’ Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, 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.

24. **General.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement 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 Agreement. This Agreement 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.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

26. **Applicable Law; Venue.** This Agreement 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 Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

27. **True Lease Instrument; Street Lights Not Fixtures.** Solely for purposes of the Florida Uniform Commercial Code ("UCC"), Customer and Company intend that this Agreement constitutes a "true lease" under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as "lessee" (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. **"Disguised Security Interest"** means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights. Company and Customer agree that the Street Lights are not and shall not become fixtures to the real property upon which they are installed, but are and shall remain personal property.

28. **Recordation.** This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of Agreement in the form attached as Exhibit "B" and a precautionary UCC-1 Financing Statement in the form attached as Exhibit "B-1." Such Memorandum of Agreement and Financing Statement shall be recorded or filed, as appropriate, by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

29. **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 Agreement term and following completion of this Agreement 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 Agreement 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 888-208-5008, OR BY EMAIL AT [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM), OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL 33614.**

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that 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 on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, 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 Agreement may be terminated by the Customer.

32. **Public Facilities.** Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

33. **Easement.** Because the Installation Site is owned by Customer in fee simple, simultaneously with recordation of the Memorandum of Agreement, Customer shall execute, acknowledge, and deliver to Company an Easement in the form attached as Exhibit “C,” covering the Installation Site, which Easement Company shall record in the public records of the county in which the Installation site is located. Such Easement provides by its terms for termination simultaneously with expiration of termination of the Agreement.

34. **Inspector General.** The Company agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the “Act”), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company’s compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer’s written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

36. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Company represents that in entering into this Agreement, the Company does not use coercion for labor or services as defined in the statute. The Company is required to provide an affidavit, signed by an officer or a representative of the Company with this representation, addressed to the Customer, as required by Section 787.06(13), Florida Statutes.

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

*[Signature Page for Company]*

Signed, sealed and delivered  
in the presence of:

**“COMPANY”**

**WITNESSES:**

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

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

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

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

*{Signature Page for Customer}*

Signed, sealed and delivered  
in the presence of:

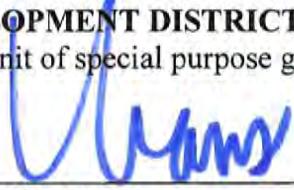
**WITNESSES:**

Sign:   
Print: Kathryn Hockinson

Sign:   
Print: Scott Biffendine

**“CUSTOMER”**

**ACACIA FIELDS COMMUNITY  
DEVELOPMENT DISTRICT,**  
a local unit of special purpose government,

  
Name: Kelly Evans  
Its: Chair of the Board of Supervisors

## Tab 8



## UPCOMING DATES TO REMEMBER

- **Next Meeting:** January 13, 2026 @ 9am
- **Goals & Objectives:** January 13, 2026

# District Manager's Report

December 9,

# 2025

### FINANCIAL SUMMARY

10/31/2025

General Fund Cash & Investment Balance:	\$132	
<hr/>		
<b>Total Cash and Investment Balances:</b>	<b>\$132</b>	
<b>General Fund Expense Variance:</b>	<b>\$9,628</b>	<b>Under Budget</b>

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