

**TWO RIVER NORTH
COMMUNITY DEVELOPMENT
DISTRICT**

NOVEMBER 14, 2023

AGENDA PACKAGE



2005 PAN AM CIRCLE SUITE 300
TAMPA, FL 33604

Two Rivers North Community Development District

Board of Supervisors

Carlos de la Ossa, Chair
Nicholas Dister, Vice-Chairman
Kelly Evans, Assistant Secretary
Thomas Spence, Assistant Secretary
Ryan Zook, Assistant Secretary

District Staff

Brian Lamb, District Secretary
Angie Grunwald, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Special Meeting Agenda

Tuesday, November 14, 2023, at 10:30 a.m.

The Special Meeting of Two Rivers North Community Development District will be held on **November 14, 2023, at 10:30 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638.** For those who intend to call in below is the Zoom link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Zoom Meeting

<https://zoom.us/j/96353358345?pwd=SkQxajZVQU5EeWYwMlJcWUxWkhodz09>

Meeting ID: 963 5335 8345 Passcode: 611295

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

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS** *(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)*
- 3. BUSINESS ITEMS**
 - A. Consideration of Solar Power Street Lighting
 - B. Consideration of Resolution 2024-01 Amending FY 2023/2024 Budget
 - C. Consideration of Developer Funding Agreement for FY2024 – Lennar Homes
 - D. Consideration of Developer Funding Agreement for FY2024 – DR Horton
 - E. Ratification of Landscaping Agreement
 - F. Discussion on Fence Replacement Around the Lift Station
- 4. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 5. ADJOURNMENT**

*The next regularly scheduled meeting is December 19, 2023, at 11:00 a.m.

District Office
Inframark
2005 Pan Am Circle
Tampa, Florida 33607

Meeting Location:
SpringHill Suites by Marriott
16615 Crosspointe Run
Land O' Lakes, FL 3463

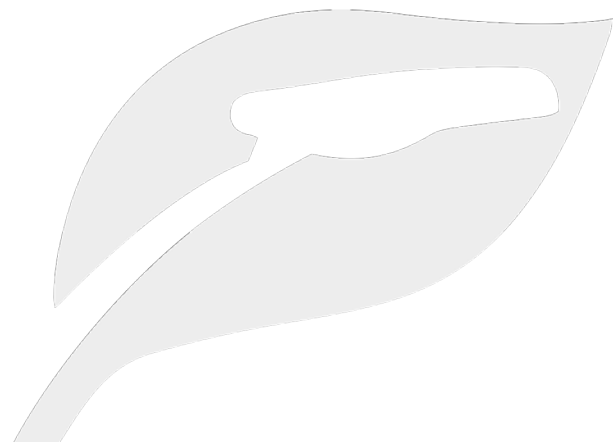


Lighting Design

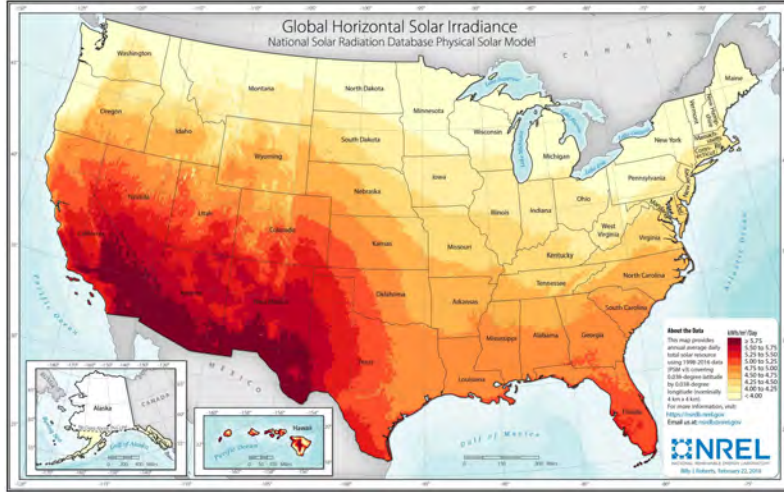
TECHNICAL PROPOSAL

DR HORTON:
TWO RIVERS

SALES REPRESENTATIVE / LIAM RYAN
liam@streetleaf.com / 813.800.LEAF



SOLAR CALCULATION BASED OFF OF STUDY



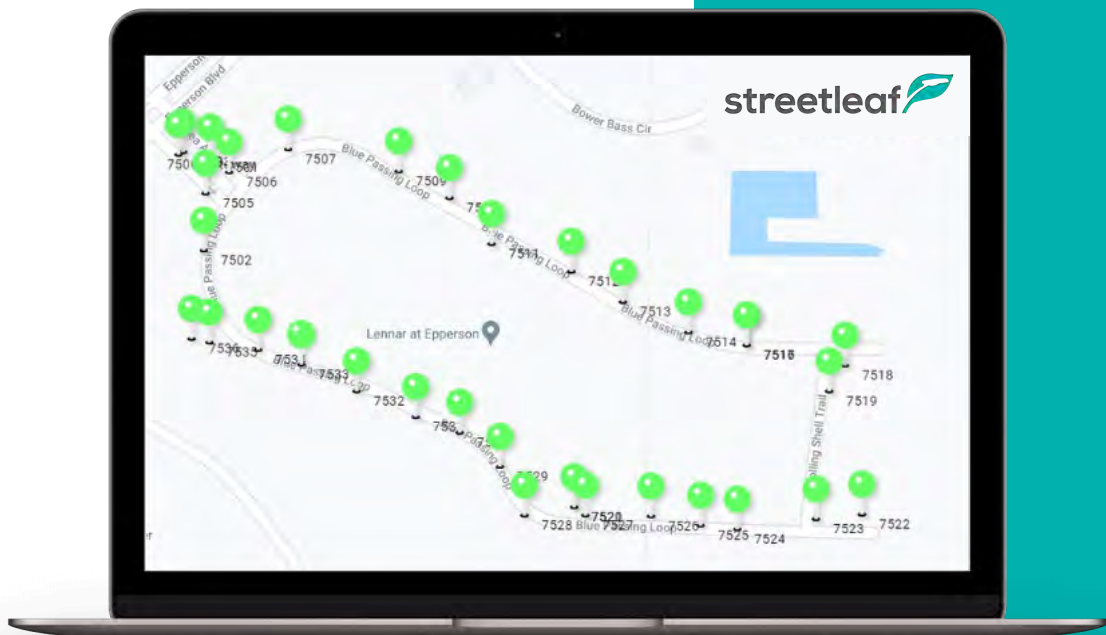
Zephyrhills, FL has an average monthly Global Horizontal Irradiance (GHI) of 5.14 kWh/m²/per day and lowest average GHI of 3.16 in December.

Streetleaf has optimized the proposed system based on this solar data.

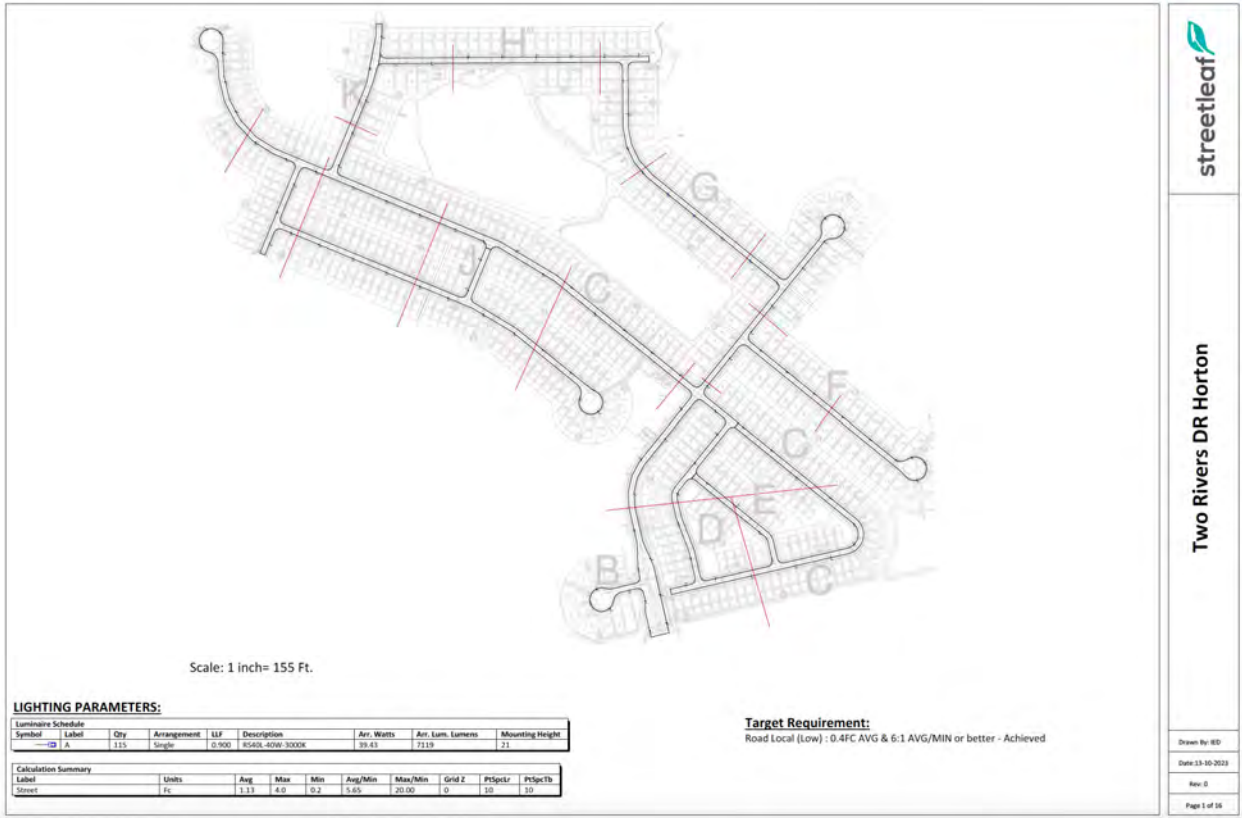
PRODUCT SPECS BASED ON SOLAR STUDY

- › 220W PV Module
- › 512 Wh Lithium Battery
- › 40W LED Luminaire
- › 21 ft Direct Burial Pole

INCLUDED: State-of-the-Art remote monitoring system. This allows for customizable lighting schedules and proactive maintenance tracking.



LIGHTING PLAN & PROPOSAL



QUOTE DETAILS

115 Streetleaf Solar Lights:

Lighting Service

- \$5,750 per month
 - \$50 per month per system

ENFORCED CODES & STANDARDS:

IESNA

AASHTO

SMART LIGHTING FOR GREEN LIVING



100 30W Solar Streetlights
will offset over 20,400 lbs
of Carbon Dioxide per year



Equivalent to saving over
10,200 lbs of coal that would
have been burnt to power
traditional grid-tied lights



Wildlife Friendly – Reduced
excess light and dim control
means less disruption to
nocturnal wildlife



**DISCLAIMER: The "Sustainability Facts" were calculated using an average daily power use based on a 12-hour run time. This information was entered into the Environmental Protection Agency's (EPA) Greenhouse Gas Equivalencies Calculator.



Lighting Design

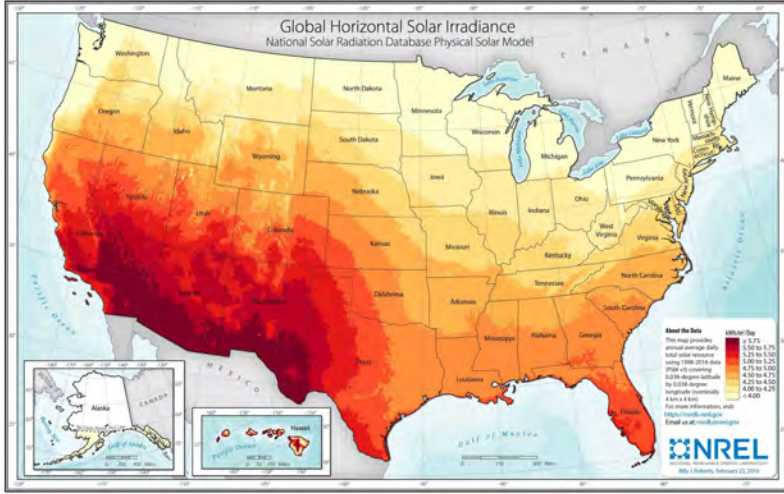
TECHNICAL PROPOSAL

LENNAR HOMES:
TWO RIVERS PHASE A, B & C

SALES REPRESENTATIVE / LIAM RYAN
liam@streetleaf.com / 813.800.LEAF



SOLAR CALCULATION BASED OFF OF STUDY



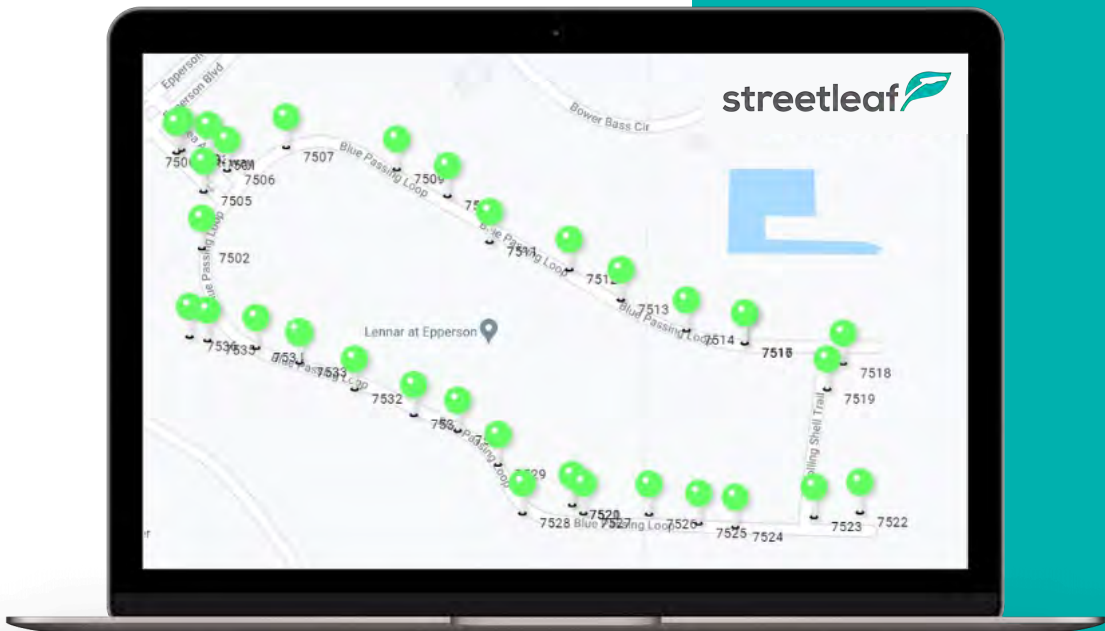
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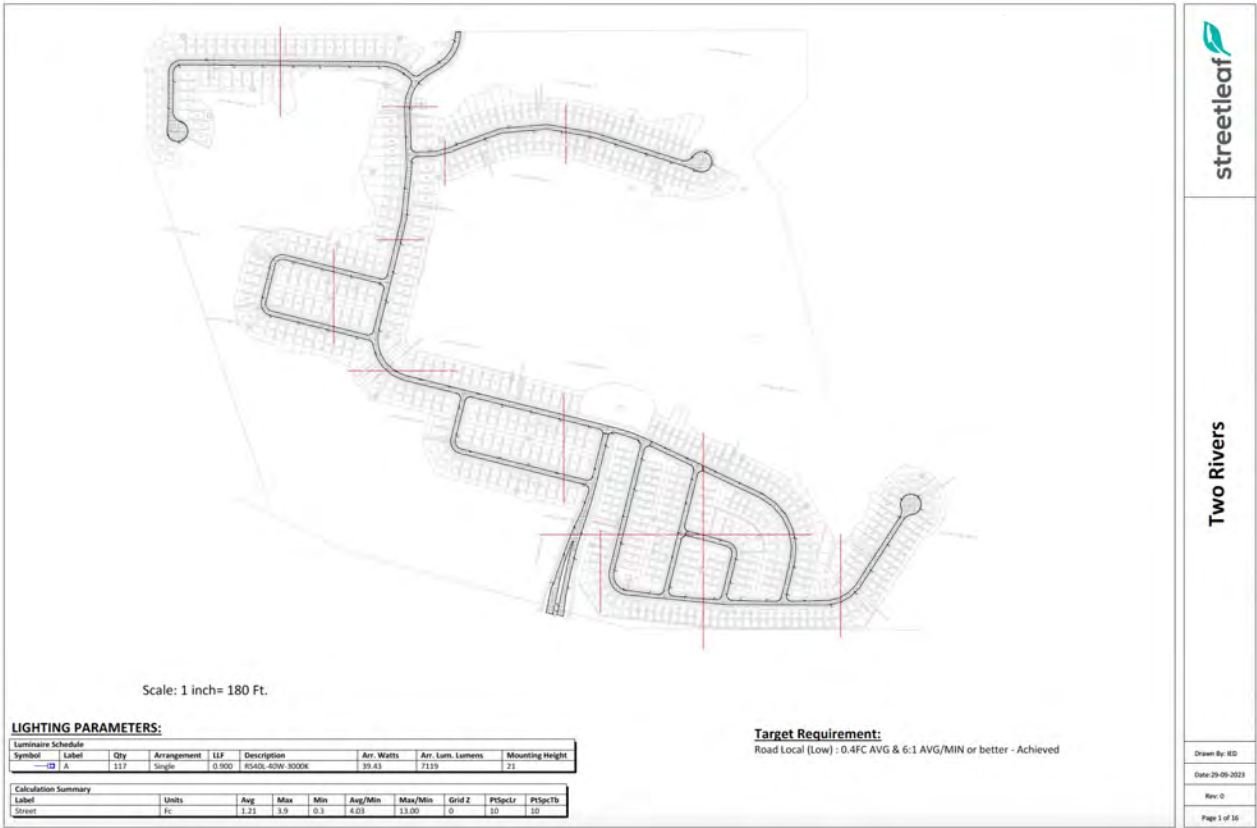
PRODUCT SPECS BASED ON SOLAR STUDY

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INCLUDED: State-of-the-Art remote monitoring system. This allows for customizable lighting schedules and proactive maintenance tracking.



LIGHTING PLAN & PROPOSAL



QUOTE DETAILS

117 Streetleaf Solar Lights:

Lighting Service

- \$5,850 per month
 - \$50 per month per system

ENFORCED CODES & STANDARDS:

IESNA

AASHTO

SMART LIGHTING FOR GREEN LIVING



100 30W Solar Streetlights
will offset over 20,400 lbs
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**DISCLAIMER: The "Sustainability Facts" were calculated using an average daily power use based on a 12-hour run time. This information was entered into the Environmental Protection Agency's (EPA) Greenhouse Gas Equivalencies Calculator.

Two Rivers Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of October 19th, 2023 (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 **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

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 “Two Rivers” located in Pasco, Florida (the “**Community**”); and

WHEREAS, Customer and Company wish to enter into a lease of certain outdoor solar street lighting equipment 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: **Two Hundred and Thirty Two (232)** 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 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 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 Customer’s failure to

properly identify 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 “Company” shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

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 public liability insurance covering any injury or damage to the Street Lights, persons, or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. 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.

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 dispossession 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.** 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 _____, OR BY EMAIL AT _____ OR BY REGULAR MAIL AT _____.

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.

[Executions by the parties follow immediately on next page]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:

WITNESSES:

Sign: _____
Print: _____

Sign: _____
Print: _____

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

Name: John M. Ryan
Its: Manager

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING SERVICE AGREEMENT

[Signature Page for Customer]

“CUSTOMER”

**TWO RIVERS NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: _____
Print: _____

Name: _____
Its: _____

Sign: _____
Print: _____

EXHIBIT “A”

Description of Installation Site

TWO RIVERS PARCEL A1 PHASE A

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE A according to the plat thereof, as recorded in Plat Book 91, Pages 37 through 49 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE B

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE B according to the plat thereof, as recorded in Plat Book 91, Pages 110 through 120 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE C

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE C according to the plat thereof, as recorded in Plat Book 92, Pages 49 through 55 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A2 PHASE A

Tract “A-2” of TWO RIVERS PARCEL A2 PHASE A according to the plat thereof, as recorded in Plat Book 91, Pages 72 through 82 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A2 PHASES B AND C

Tract “A-2” of TWO RIVERS PARCEL A2 PHASES B AND C according to the plat thereof, as recorded in Plat Book 92, Pages 1 through 11 of the public records of Pasco County, Florida

EXHIBIT "B"

PREPARED BY AND AFTER RECORDING

RETURN TO:

David R. Brittain, Esq.

Trenam Law

P.O. Box 1102

Tampa, FL 33601-1102

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT

THIS MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT ("**Memorandum**"), executed this 19th day of October, 2023, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the "**Customer**"), whose address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Service Agreement (the "**Agreement**"), dated and having an effective date as of 19th October, 2023 (the "**Effective Date**"), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property located in Pasco County, Florida, initially capitalized terms used in this Memorandum having the meanings ascribed to those terms in the Agreement; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of Pasco County, Florida, the rights and obligations of Company and Customer under the terms of the Agreement.

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

1. Installation Site. Pursuant to the Agreement and subject to the terms and conditions set forth therein, Company agreed to install the Street Lights and provide solar street lighting services to Customer, and Customer agreed to engage the Company to install the Street Lights and provide lighting services with respect to the Street Lights. The Street Lights shall be installed by

Company at portions of the real property set forth on **Exhibit “A”** attached hereto (the “**Installation Site**”) in accordance with the Installation Plans and Approved Plans, all subject to the terms and conditions set forth in the Agreement. Company claims no title to or ownership interest in the Installation Site.

2. Service Fees. The amount of the Service Fees and other consideration payable are set forth in the Agreement.

3. Term. Subject to the terms and conditions set forth in the Agreement, the term of the Agreement shall be for twenty (20) years beginning on the Effective Date, as defined in the Agreement (“**Term**”).

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

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

6. Termination of Memorandum. This Memorandum shall automatically terminate upon expiration or termination of the Term of the Agreement, including any Renewal Term that comes into existence. In addition to the foregoing, Company shall reasonably and promptly cooperate with Customer to confirm such termination, including termination as a matter of the public records of the county in which this Memorandum is recorded.

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

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

[Signatures and acknowledgments follow immediately on next page]

Signed, sealed and delivered in the presence of:

WITNESSES

Sign: _____
Print: _____

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of *[check applicable]* ☐ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is *[check applicable]* ☐ personally known to me, or ☐ produced a valid driver's license as identification.

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

By: _____
Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

[Signatures and acknowledgments for Customer]

WITNESSES

“CUSTOMER”

**TWO RIVERS NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: _____

Print: _____

Sign: _____

Print: _____

Sign: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of *[check applicable]* ☐ physical presence, or ☐ online notarization, by _____, as the _____, of _____ **ASSOCIATION INC.**, a Florida corporation not-for-profit, on behalf of the corporation. He is *[check applicable]* ☐ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: _____

Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT “A” to Memorandum

Description of Installation Site

TWO RIVERS PARCEL A1 PHASE A

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE A according to the plat thereof, as recorded in Plat Book 91, Pages 37 through 49 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE B

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE B according to the plat thereof, as recorded in Plat Book 91, Pages 110 through 120 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE C

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE C according to the plat thereof, as recorded in Plat Book 92, Pages 49 through 55 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A2 PHASE A

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TWO RIVERS PARCEL A2 PHASES B AND C

Tract “A-2” of TWO RIVERS PARCEL A2 PHASES B AND C according to the plat thereof, as recorded in Plat Book 92, Pages 1 through 11 of the public records of Pasco County, Florida

EXHIBIT “B-1”

Precautionary UCC-1

Precautionary UCC-1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME GIG FIBER, LLC				
3.b INDIVIDUAL'S SURNAME LAWSON	FIRST PERSONAL NAME MICHAEL	ADDITIONAL NAME(S)/INITIAL(S) S	SUFFIX	
3.c MAILING ADDRESS Line One 2502 ROCKY POINT DRIVE	This space not available.			
MAILING ADDRESS Line Two STE. 1050	CITY TAMPA, FL	STATE FL	POSTAL CODE 33607	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A" attached, including without limitation Two Hundred and Thirty Two (232) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

5. ALTERNATE DESIGNATION (if applicable)

☒

☐

LESSEE/LESSOR

AG LIEN

☐

☐

CONSIGNEE/CONSIGNOR

NON-UCC FILING

☐

☐

BAILEE/BAILOR

SELLER/BUYER

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

Filed with the Clerk of Circuit Court, _____ County, Florida

STANDARD FORM - FORM UCC-1 (REV.05/2013)

Filing Office Copy

Approved by the Secretary of State, State of Florida

Instructions for State of Florida UCC Financing Statement Form (Form UCC-1)

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate non-refundable processing fee to:

<u>1st Class Mail</u> FLORIDAUCC, LLC. PO Box 5588 Tallahassee, FL 32314	<u>Overnight Courier Service</u> FLORIDAUCC, LLC. 2002 Old St. Augustine Rd. Bldg. D Tallahassee, FL 32301
--	---
- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON BONNIE DURNFORD
B. Email Address
C. SEND ACKNOWLEDGEMENT TO: Name BONNIE DURNFORD Address 2502 ROCKY POINT DRIVE, Address STE. 1050 City/State/Zip TAMPA, FL 33607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

12520446-2				
3.c MAILING ADDRESS Line One 2502 ROCKY POINT DRIVE	This space not available.			

3.a ORGANIZATION'S NAME
GIG FIBER, LLC
3.b INDIVIDUAL'S SURNAME
LAWSON

FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
MICHAEL	S	

MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY
STE. 1050	TAMPA, FL	FL	33607	USA

4. This **FINANCING STATEMENT** covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A," including without limitation Two Hundred and Thirty Two (232) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

THIS IS A PRECAUTIONARY FINANCING STATEMENT FILING IN CONNECTION WITH AN EQUIPMENT LEASING TRANSACTION, AND IS NOT TO BE CONSTRUED AS INDICATING THAT THE TRANSACTION IS OTHER THAN A TRUE AGREEMENT. THE LESSOR UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 3 AS THE SECURED PARTY AND THE LESSEE UNDER THE AGREEMENT IS THE PARTY NAMED IN SECTION 1 AS THE DEBTOR.

5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR
	AG LIEN	NON-UCC FILING	SELLER/BUYER

6. **Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☒ Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Filed with the Florida Secured Transaction Registry

**Instructions for State of Florida UCC Financing
Statement Form (Form UCC-1)**

- Please type or laser-print this form. Be sure it is completely legible. Read all instructions on form. Forms must be completed according to Florida state law.
- Fill in form very carefully. If you have questions, consult your attorney. Filing office cannot give legal advice.
- Processing fees are set by the Florida Legislature, are non-refundable, and are subject to change. To verify processing fees, contact FLORIDAUCC, LLC. at (850) 222-8526 or email help@floridaucc.com.
- Make checks payable to FLORIDAUCC, LLC. or the Florida Department of State.
- Send ONE copy of each filing request, with the appropriate
_____ non-refundable processing fee to: 1st Class Mail

Overnight

Courier Service

FLORIDAUCC, LLC.
PO Box 5588
Tallahassee, FL 32314

FLORIDAUCC, LLC.
2002 Old St. Augustine Rd. Bldg. D
Tallahassee, FL 32301

- The acknowledgement copy will be returned to the address indicated in block B.
- Do not insert anything in the open space in the upper right hand portion of this form; it is reserved for filing office use.
- If you need to use attachments, you are encouraged to use the State of Florida Uniform Commercial Code Financing Statement Form – Addendum and/or the State of Florida Uniform Commercial Code Financing Statement Form - Additional Party and/or the State of Florida Uniform Commercial Code Financing Statement Form – Additional Information.

EXHIBIT “C”

Easement

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

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT (“**Easement**”) is granted this 19th day of October, 2023, by **TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, FL 33607 (the “**Grantor**”) to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the “**Grantee**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

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

LANDS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

The foregoing easement shall be for a term equal to the term of that certain Outdoor Solar Lighting Service Agreement, dated of even date herewith (“**Service Agreement**”), as evidenced by that the certain Memorandum of Solar Lighting Service Agreement, recorded or to be recorded in the public records of the county in which this Easement is recorded, and shall terminate automatically on the date of expiration or termination thereof.

Grantor reserves the right to the full use and enjoyment of the Property for all lawful purposes that do not interfere with the rights conveyed to Grantee herein.

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

[Signatures on Following Page.]

[Grantor Signature Page]

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

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTOR”

**TWO RIVERS NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government

Sign: _____
Print: _____

By: _____
Name: _____
Its: _____

Sign: _____
Print: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] ☐ physical presence, or ☐ online notarization, by _____, as _____, of _____ on behalf of the _____. He/She is [check applicable] ☐ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTEE”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

By: _____
Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 20__ by means of [check applicable] ☐ physical presence, or ☐ online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] ☐ personally known to me, or ☐ produced a valid driver's license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

**EXHIBIT “A” (to Easement)
Legal Description**

TWO RIVERS PARCEL A1 PHASE A

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE A according to the plat thereof, as recorded in Plat Book 91, Pages 37 through 49 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE B

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE B according to the plat thereof, as recorded in Plat Book 91, Pages 110 through 120 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A1 PHASE C

Tract “A-1” of TWO RIVERS PARCEL A1 PHASE C according to the plat thereof, as recorded in Plat Book 92, Pages 49 through 55 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A2 PHASE A

Tract “A-2” of TWO RIVERS PARCEL A2 PHASE A according to the plat thereof, as recorded in Plat Book 91, Pages 72 through 82 of the public records of Pasco County, Florida

TWO RIVERS PARCEL A2 PHASES B AND C

Tract “A-2” of TWO RIVERS PARCEL A2 PHASES B AND C according to the plat thereof, as recorded in Plat Book 92, Pages 1 through 11 of the public records of Pasco County, Florida

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING ITS BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “**Board**”) of the Two Rivers North Community Development District (the “**District**”) previously adopted its budget for fiscal year 2023/2024.

WHEREAS, the Board desires to reallocate funds budgeted to reflect appropriated revenues and expenses approved during the fiscal year.

WHEREAS, the District is empowered by section 189.016, Florida Statutes to adjust the budget based on actual revenues and expenses; and

WHEREAS, the District Manager has submitted a proposed amended budget to reflect appropriated revenues and expenses approved during the fiscal year 2023/2024 (the “**Amended Budget**”), attached hereto as **Exhibit “A”** and incorporated as a material part of this Resolution by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. **Recitals.** The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. **Amended Budget.** The Board hereby finds and determines as follows:
 - a. That the Board has reviewed the Amended Budget, a copy of which is on the District’s website, on file with the office of the District Manager, and at the District’s Records Office.
 - b. The Amended Budget is hereby adopted and shall accordingly amend the previously adopted budget for fiscal year 2023/2024.
 - c. That the Amended Budget shall be maintained in the office of the District Manager and at the District’s Records Office and identified as the “Amended Budget for the Two Rivers North Community Development District for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024”.
 - d. The Amended Budget shall be posted by the District Manager on the District’s official website within five (5) days after adoption and remain on the website for at least two (2) years.
3. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Conflicts.** This Resolution is intended to supplement the original resolution adopting the budget for fiscal year 2023/2024, which remains in full force and effect. This Resolution and the original resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
5. **Effective Date.** This Resolution shall become effective upon its adoption.

Passed and adopted November 14, 2023.

Attest:

**Two Rivers North
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name: _____
Chair/Vice-Chair of the Board of Supervisors

Exhibit A: 2023/2024 Amended Budget

Two Rivers North

FY2024 Actual
Operating Budget

FY2024 Updated
Budget

EXPENDITURES		
LEGISLATIVE		
Supervisor Fees	\$3,000.00	\$10,000.00
TOTAL LEGISLATIVE	\$3,000.00	\$10,000.00
FINANCIAL & ADMINISTRATIVE		
Administrative Services	\$4,500.00	\$4,500.00
District Manager	\$25,000.00	\$25,000.00
District Engineer	\$9,500.00	\$9,500.00
Trustee Fees	\$6,500.00	\$6,500.00
Recording Secretary	\$2,400.00	\$2,400.00
Organizational Meeting/Initial Set Up	\$4,000.00	\$4,000.00
Construction Accounting	\$9,000.00	\$9,000.00
Dissemination Services	\$4,200.00	\$4,200.00
Financial & Revenue Collections	\$1,200.00	\$1,200.00
Rentals & Leases	\$600.00	\$600.00
Office Supplies	\$100.00	\$100.00
Technology Services	\$600.00	\$600.00
Accounting Services	\$9,000.00	\$9,000.00
Auditing Services	\$6,000.00	\$6,000.00
Postage, Phone, Faxes, Copies	\$500.00	\$500.00
Public Officials Insurance	\$5,000.00	\$5,000.00
Legal Advertising	\$3,500.00	\$3,500.00
Bank Fees	\$200.00	\$200.00
Dues, Licenses & Fees	\$175.00	\$175.00
Miscellaneous Fees	\$250.00	\$250.00
Website Development & Maintenance	\$1,200.00	\$1,200.00
ADA Website Compliance	\$1,800.00	\$1,800.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$95,225.00	\$95,225.00
LEGAL COUNSEL		
District Counsel	\$9,500.00	\$9,500.00
TOTAL DISTRICT COUNSEL	\$9,500.00	\$9,500.00
Electric Utility Services		
Electric Utility Services - Streetlights	\$0.00	\$34,800.00
Electric Utility Services	\$0.00	\$6,000.00
TOTAL ELECTRIC UTILITY SERVICES	\$0.00	\$40,800.00
Water-Sewer Combination Services		
Water Utility Services	\$0.00	\$1,000.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$0.00	\$1,000.00
OTHER PHYSICAL ENVIRONMENT		
General Liability Insurance	\$5,000.00	\$5,000.00
Aquatic Maintenance - Contract	\$38,000.00	\$35,220.00
Aquatic Plant Replacement	\$0.00	\$0.00
Landscape Current Contracts - Common Area	\$0.00	\$26,880.00
Landscape Current Contracts - Pond Banks	\$25,000.00	\$101,160.00
Landscape - Future Contracts		\$75,000.00
Debris Cleanup	\$9,000.00	\$3,000.00
Irrigation Maintenance	\$0.00	\$5,000.00
Wildlife Control	\$6,400.00	\$6,400.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$83,400.00	\$257,660.00
PARKS & RECREATION		
Field Services	\$0.00	\$8,000.00
TOTAL PARKS & RECREATION	\$0.00	\$8,000.00
CONTINGENCY		
Miscellaneous Contingency	\$10,000.00	\$2,500.00
TOTAL CONTINGENCY	\$10,000.00	\$2,500.00
TOTAL EXPENDITURES	\$201,125.00	\$424,685.00

\$223,560.00 Not on Roll

\$110,662.20	Lennar Funding 49.5%
\$112,897.80	DR Horton Funding 50.5%
\$223,560.00	Builder Funding Total

**FY 2023-2024 Operations and Maintenance
Budget Funding Agreement
(Two Rivers North Community Development District)**

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of November ____, 2023, between the **Two Rivers North Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **Lennar Homes, LLC**, a Florida limited liability company, whose mailing address is 4301 W. Boy Scout Road, Suite 600, Tampa, Florida 33607 (collectively, the “**Lennar**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the “**FY 2023-2024 Budget**”), which commences on October 1, 2023, and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow Lennar to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

WHEREAS, Lennar presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, Lennar agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, Lennar has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Funding Obligations.** From time to time during the 2023-2024 fiscal year, Lennar agrees to make available to the District the aggregate sum of up to **\$110,662.20** in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

- 2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023-2024, Lennar shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide Lennar with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and Lennar agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. Lennar shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, Lennar's funding obligations under this Agreement shall be reduced by that amount.
- 3. Right to Lien Property.**
- a. The District shall have the right to file a continuing lien ("**Lien**") upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event Lennar sells any portion of the Property after the execution of this Agreement, Lennar's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by Lennar.
 - b. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2023-2024 Budget" in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- 4. Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of Lennar's payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney's fees and costs, from the non-prevailing party.
- 6. Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Lennar Homes, LLC,
a Florida limited liability company

**Two Rivers North Community
Development District**

Name: _____
Title: _____

Name: _____
Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget

**FY 2023-2024 Operations and Maintenance
Budget Funding Agreement
(Two Rivers North Community Development District)**

This FY 2023-2024 Operations and Maintenance Budget Funding Agreement (this “**Agreement**”) is made and entered into as of November ____, 2023, between the **Two Rivers North Community Development District**, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes (the “**District**”), whose mailing address is 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 and **D.R. Horton, Inc.**, a Delaware corporation, whose mailing address is 3501 Riga Blvd., Suite 100, Tampa, Florida 33619 (collectively, the “**D.R. Horton**”).

Recitals

WHEREAS, the District was established for the purpose of providing, preserving, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District;

WHEREAS, the District is adopting its budget for fiscal year 2023-2024 as attached hereto as **Exhibit A** (the “**FY 2023-2024 Budget**”), which commences on October 1, 2023, and concludes on September 30, 2024;

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands that will benefit from the activities set forth in the FY 2023-2024 Budget, and/or utilizing such other revenue sources as may be available to it;

WHEREAS, the District is willing to allow D.R. Horton to provide such funds as are necessary to allow the District to proceed with its activities as described the FY 2023-2024 Budget so long as payment is timely provided;

WHEREAS, D.R. Horton presently owns certain property within the District as reflected on the assessment roll on file with the District Manager (the “**Property**”);

WHEREAS, D.R. Horton agrees that the activities of the District described in the FY 2023-2024 Budget provide a special and peculiar benefit to the Property that is equal to or in excess of the expenses reflected in the FY 2023-2024 Budget; and

WHEREAS, D.R. Horton has agreed to enter into this Agreement in addition to the non-ad valorem special assessments allocated to the Property to fund the activities of the District as set forth in the FY 2023-2024 Budget.

Operative Provisions

Now, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Funding Obligations.** From time to time during the 2023-2024 fiscal year, D.R. Horton agrees to make available to the District the aggregate sum of up to **\$112,897.80** in accordance with the FY 2023-2024 Budget as such expenses are incurred by the District. Such payments shall be made within 30 days of written request for funding by the District. All funds provided hereunder shall be placed in the District's general operating account.

- 2. FY 2023-2024 Operations and Maintenance Reports, Budget Reports and Budget Amendments.** Each month during FY 2023-2024, D.R. Horton shall provide the District Manager with a written report on the projected additions to the completed and developed phases within the District during FY 2023-2024. The District Manager shall provide D.R. Horton with a monthly written report with the actual expenses for the previous month and anticipated expenses and operational activities for the remainder of the year based on current District operations and additional maintenance responsibilities which may be added during FY 2023-2024. The District and D.R. Horton agree that the FY 2023-2024 Budget shall be revised at the end of the 2023-2024 fiscal year to reflect the actual expenditures of the District for the period beginning on October 1, 2023 and ending on September 30, 2024. D.R. Horton shall not be responsible for any additional costs other than those costs provided for in the FY 2023-2024 Budget. However, if the actual expenditures of the District are less than the amount shown in the FY 2023-2024 Budget, D.R. Horton's funding obligations under this Agreement shall be reduced by that amount.
- 3. Right to Lien Property.**
- a. The District shall have the right to file a continuing lien (“**Lien**”) upon the Property for all payments due and owing under this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien. In the event D.R. Horton sells any portion of the Property after the execution of this Agreement, D.R. Horton’s rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by D.R. Horton.
 - b. The Lien shall be effective as of the date and time of the recording of a “Notice of Lien for the FY 2023-2024 Budget” in the public records of the county, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement.
 - c. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, may foreclose the Lien against the Property in any manner authorized by law, or may levy special assessments for the Lien amount and certify them for collection by the tax collector.
- 4. Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right to seek specific performance of D.R. Horton’s payment obligations under this Agreement, but shall not include special, consequential, or punitive damages.
- 5. Enforcement and Attorney Fees.** In the event either party is required to enforce this Agreement, then the prevailing party shall be entitled to all fees and costs, including reasonable attorney’s fees and costs, from the non-prevailing party.
- 6. Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.

7. **Interpretation.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
8. **Termination of Agreement.** The Agreement shall be effective upon execution by both parties hereto and shall remain in force until the end of the 2023-2024 fiscal year on September 30, 2024. The lien and enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.
9. **Third Parties.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
11. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
12. **Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
13. **Entire Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

D.R. Horton, Inc.,
a Delaware corporation

**Two Rivers North Community
Development District**

Name: _____
Title: _____

Name: _____
Chair/Vice-Chair of the Board of Supervisors

Exhibit A: FY 2023-2024 Budget



Landscape Maintenance Bid

Attention: Two Rivers North CDD – Northwater
c/o Inframark
2005 Pan Am Circle Ste 300
Tampa, Florida 33607

Submitted By: Down To Earth Landscape & Irrigation

Two Rivers North CDD – Northwater

Landscape Maintenance Summary

<u>Common Areas</u>	Additional Monthly Bid Item	Frequency	Notes
Lawncare Maintenance	(22 Months in arrears behind DRH Sales Model)	Monthly	Annually
Irrigation Inspection			Not Included
Fertilization/Pest Control			Not Included

Total Monthly Bid Item	\$,&\$\$
Total Annual Bid Item	\$ (,&\$\$

Return to:

Utilities Department
Utilities Administration Building
19420 Central Boulevard
Land O' Lakes, FL 34637-7006

LICENSE AND MAINTENANCE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT is made and entered by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, with an address of 37918 Meridian Avenue, Dade City, Florida 33525 hereinafter referred to as the "COUNTY," and the _____, whose mailing address is _____ hereinafter referred to as the "APPLICANT."

W I T N E S S E T H:

WHEREAS, the COUNTY maintains wastewater Pump Station _____ on a parcel more particularly described in Exhibit A; and

WHEREAS, the APPLICANT desires to install and maintain _____ of the type shown in Exhibit B within the COUNTY'S property, and incident to such installation and maintenance, the COUNTY requires a license and maintenance agreement;

WHEREAS, in light of the aesthetic benefit to nearby residences, the COUNTY has determined it to be in the public's interest to allow Facilities in such area; and

WHEREAS, in return for access to the COUNTY's property, the COUNTY will receive indemnification from the District regarding Facilities; and

WHEREAS, the parties are desirous of entering into this Agreement for the purposes stated above.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. GRANT OF LICENSE. The COUNTY hereby grants and delivers to the APPLICANT a nonexclusive license to use those portions of the COUNTY'S property as depicted on Exhibit A, which is attached hereto and incorporated herein by reference (herein "Subject Property"), for the maintenance of the Subject Property, and installation and maintenance of facilities or structures as specifically depicted on the attached Exhibit B (herein "Facilities") pursuant to the terms and covenants herein. Any material change, alteration, modification, or addition to the Facilities or Subject Property as depicted on Exhibit A must have prior written approval by the COUNTY subject to its sole discretion.

3. MAINTENANCE OF PROPERTY AND FACILITIES. The APPLICANT hereby agrees to maintain the Subject Property and Facilities in a safe and clean condition during the term of this Agreement and shall trim any vegetation to avoid any clear-sight violation. This obligation shall be the sole responsibility of the APPLICANT during the term of this Agreement. In no event shall any improvements placed by the APPLICANT block the visibility triangle of the intersections. The COUNTY agrees to the scope of work for the Facilities as defined herein. The APPLICANT agrees to be responsible for completing the work involved in the furnishing and/or planting of the Facilities. The APPLICANT agrees to maintain any landscaping in such manner that the height does not exceed the height of the District's proposed decorative security fence, which shall not exceed six feet in height. The parties hereto further agree that the COUNTY, in allowing the Facilities, shall not assume any responsibility whatsoever for maintaining the Facilities. All responsibility for maintenance of the Facilities and surrounding areas remains with the APPLICANT. If the APPLICANT no longer exists, refuses to maintain, or cannot maintain the Facilities, the COUNTY may maintain them but shall have no obligation whatsoever to do so and may remove the Facilities and secure its pump station in any manner deemed acceptable by the COUNTY. At no time shall the COUNTY have any ownership, control, or maintenance responsibilities with regard to the Facilities. The parties hereto agree that the COUNTY shall have the right, but not the obligation, to conduct inspections of the Facilities and if, in its sole discretion, the COUNTY deems it necessary, the COUNTY may request modifications to the Facilities to preserve the access to and functionality of, the pump station. The APPLICANT shall perform any modifications requested by the

COUNTY. The parties agree that the COUNTY is the only person that may maintain a lock for access to the pump station and it is the COUNTY'S obligation to secure the pump station in any manner it deems necessary.

4. INDEMNIFICATION. The APPLICANT shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with 1) any work or thing whatsoever done or any condition created in or about the COUNTY'S Property for the Facilities as depicted on Exhibit A during the term of this Agreement; 2) any act, omission or negligence of the APPLICANT or any of the APPLICANT'S licensees or the partners, directors, officers, agents, employees, invitees, or contractors of the APPLICANT or of the APPLICANT'S tenant; or 3) any accident, injury, or damage whatsoever occurring in or at the COUNTY'S Subject Property as it relates to the Facilities as depicted on Exhibit A. The APPLICANT hereby expressly indemnifies the COUNTY for the consequences of any negligent act or omission of the APPLICANT, its agents, servants, and employees, except that the APPLICANT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the COUNTY or any of its agents, servants, or employees.

The APPLICANT'S obligation to defend and indemnify shall not be excused because of the APPLICANT'S inability to evaluate liability or because the APPLICANT evaluates liability and determines the APPLICANT is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the APPLICANT. If a judgment finding the COUNTY solely negligent is appealed and the finding of negligence is reversed, the APPLICANT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The APPLICANT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the APPLICANT, contractor, subcontractor, or anyone directly or indirectly employed by any of them. The APPLICANT'S obligation under this provision shall not be limited in any way by the APPLICANT'S limit of or lack of sufficient insurance protection. This section shall survive any termination of this Agreement.

5. SIGNS. Any Facilities that are signs, as signs are defined in the Pasco County Land Development Code, are required to have the appropriate County approval pursuant to Section 406.1 of the Pasco County Land Development Code, and all other applicable County ordinances, prior to any installation of any signs. The Applicant agrees to obtain such appropriate County approval prior to installing any Facilities that are signs. This Agreement is not intended in any way, and shall not be construed in any way, to grant any County approval for installation of signs without the prior County approval indicated in this Section, or vest any right in the Applicant to appropriate County approval of any sign.

6. COUNTY PERMITS. The APPLICANT agrees to obtain any required COUNTY Property Use or Building Permit prior to entering or performing any work in the Subject Property, including the installation of the Facilities. The APPLICANT shall submit all permit applications to the Utilities Services Branch for review and approval prior to submittal to the permitting agency.

7. TERMINATION. The COUNTY or APPLICANT may terminate this Agreement in writing at any time and for any reason in whole, or from time to time, in part. Upon termination the APPLICANT shall immediately cause the Facilities to be removed and restore the Subject Property to the condition prior to installing such Facilities, and in no case later than thirty (30) days from the date of termination. This obligation by the APPLICANT shall survive any termination of this Agreement.

8. WAIVER OF CLAIMS. The APPLICANT hereby waives all claims against the COUNTY for loss or damage resulting from interference by a public agency, or official, or natural phenomena including, but not limited to, fire, water, tornado, hurricane, or other severe storms, or any commotion, riot, or criminal activity. The APPLICANT further hereby waives all claims against the COUNTY for compensation for loss or damage of any kind sustained for any reason as a result of the COUNTY'S allowing the construction or the COUNTY'S modification of the Facilities pursuant to this Agreement.

9. NOTICES. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

County:

Applicant: _____

Pasco County Utilities Department

Utilities Administration Building

19420 Central Boulevard

Land O' Lakes, FL 34637-7006

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. LIMITATION OF AGREEMENT. It is expressly stipulated that this Agreement is a license for permissive use only and that the use of the Subject Property shall not operate to create or to vest any property right or interest in the APPLICANT.

11. PRIOR AGREEMENTS. This Agreement represents the entire Agreement between the parties and supersedes and nullifies any and all prior agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior Agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made, except as outlined in Paragraph 17 below, unless approved in writing and signed by all parties to this Agreement.

13. SEVERABILITY. If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. MODIFICATIONS. No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

15. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY.

16. LAW AND VENUE. This Agreement shall be governed by the laws of Florida. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (Westside). Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

17. AGREEMENT RUNS WITH THE LAND AND BINDING EFFECT. This Agreement shall run with the land and the burdens and benefits of this Agreement shall be binding upon, and shall inure to all successors in interest, including all mortgagees, to the parties of this Agreement. Any such successor shall give notice to the COUNTY of its acquiring the land benefiting from this Agreement and its intent to continue the benefits of this Agreement. Should notice not be received, the Agreement shall terminate with the original party to the Agreement and the subsequent purchaser being jointly responsible for the removal of the Facilities and restoration of the right-of-way as outlined in Paragraph 7. The COUNTY shall record a copy of this Agreement in the Official Records of Pasco County, Florida, within thirty (30) days of its approval and provide a recorded copy to the APPLICANT within ten (10) days of its recordation.

18. DEFAULT. In the event of a default hereunder by the APPLICANT of its obligation, the COUNTY may proceed to enforce the provisions of this Agreement pursuant to the provisions of the Pasco County Land Development Code Section 108, or specific performance at its option.

19. PARTIES DRAFTED EQUALLY. The COUNTY and the APPLICANT agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

20. TIME. Time is of the essence to all parts of this Agreement.

21. TERM. This Agreement shall be for an initial term of one (1) year and shall automatically renew thereafter on an annual basis, unless terminated by the COUNTY or the APPLICANT as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, 20____.

PASCO COUNTY, FLORIDA:

Branford N. Adumuah
Assistant County Administrator (Public Infrastructure)

APPLICANT: _____

By: _____

Its: _____

WITNESSES:

Signature of Witness

Signature of Witness

Print Name of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ in his/her capacity as _____ of _____
_____ CDD and by _____ in his/her capacity as _____
of _____ CDD on behalf of the company. He/She is
personally known to me or has produced _____ as identification.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

EXHIBIT A

EXHIBIT B