

***EPPERSON NORTH  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:  
Thursday, November 3, 2022  
6:00 P.M.***

***Location:  
Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, Florida, 33544***

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

# **Epperson North Community Development District**

c/o Breeze  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32745  
813-564-7847

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Board of Supervisors  
**Epperson North Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the Epperson North Community Development District is scheduled for **Thursday, November 3, 2022, at 6:00 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida, 33544**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Patricia Thibault*

Patricia Thibault  
District Manager  
813-564-7847

CC: Attorney  
Engineer  
District Records

**District: EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

**Date of Meeting:** Thursday, November 3, 2022

**Time:** 6:00 P.M.

**Location:** Hilton Garden Inn  
26640 Silver Maple Parkway  
Wesley Chapel, Florida, 33544

**Dial In:** +1 312-626-6799  
**Meeting ID:** 765 408 9133  
**Passcode:** 12345

## ***Agenda***

*For any questions as to the agenda packet, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

**I. Roll Call**

**II. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*

**III. Business Items**

- |  |                  |
|--|------------------|
| A. Consideration for Adoption of Resolution 2023-02 Canvassing & Certifying the Landowner's Election Results     | <b>Exhibit 1</b> |
| B. Acceptance of the 2021 Audited Financial Statements   | <b>Exhibit 2</b> |
| C. Consideration for Approval of Epperson Ranch North Village A-1 and A-5 Outdoor Solar Lighting Equipment Lease | <b>Exhibit 3</b> |
| D. Consideration for Approval of Epperson Ranch North Pod F Phase 6 Outdoor Solar Lighting Equipment Lease       | <b>Exhibit 4</b> |

**IV. Consent Agenda**

- |  |                  |
|--|------------------|
| A. Consideration and Approval of October 6, 2022 Regular Meeting Minutes | <b>Exhibit 5</b> |
| B. Ratification of Contracts   | <b>Exhibit 6</b> |

**V. Staff Reports**

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

**VI. Audience Comments - New Business** – *(limited to 3 minutes per individual)*

**VII. Supervisor Requests**

**VIII. Adjournment**

**EXHIBIT 1.**

## RESOLUTION 2023-2

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Epperson North Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, following proper publication and notice thereof, on November 3, 2022, the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

**WHEREAS**, at the November 3, 2022 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown below:

_____	_____ Votes	(4 year term)	Seat #1
_____	_____ Votes	(4 year term)	Seat #2
_____	_____ Votes	(2 year term)	Seat #3

**SECTION 3.** Said terms of office commence on November 15, 2022.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

**PASSED AND ADOPTED** this 3rd day of November, 2022.

**ATTEST:**

**EPPERSON NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair / Vice Chair of the Board of Supervisors

## **EXHIBIT 2.**

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

**FINANCIAL STATEMENTS**

September 30, 2021



**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**FINANCIAL STATEMENTS**  
September 30, 2021

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors  
Epperson North Community Development District  
Pasco County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Epperson North Community Development District, Pasco County, Florida ("District") as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2021, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 - 7 and page 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 27, 2022, on our consideration of Epperson North Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Epperson North Community Development District's internal control over financial reporting and compliance.

#### ***Report on Other Legal and Regulatory Requirements***

We have also issued our report dated June 27, 2022 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 27, 2022

# **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2021

Our discussion and analysis of Epperson North Community Development District, Pasco County, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2021. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### **FINANCIAL HIGHLIGHTS**

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position of \$25,260,221.
- The change in the District's total net position in comparison with the prior fiscal year was \$14,754,150, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2021, the District's governmental funds reported combined ending fund balances of \$10,767,795. A portion of fund balance is restricted for debt service and future capital repairs and replacement, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

# **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2021

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

### **Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### **Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
September 30, 2021

**GOVERNMENT WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

**Statement of Net Position**

	2021	2020
Current assets	\$ 13,147,132	\$ 2,624,006
Capital assets	49,147,367	32,806,809
Total assets	<u>62,294,499</u>	<u>35,430,815</u>
Current liabilities	3,565,932	2,721,393
Long-term liabilities	33,468,346	22,203,351
Total liabilities	<u>37,034,278</u>	<u>24,924,744</u>
Net position		
Net invested in capital assets	14,729,674	10,145,487
Restricted for debt service	4,708,337	1,972,568
Restricted for capital projects	5,831,477	(1,600,648)
Unrestricted	<u>(9,267)</u>	<u>(11,336)</u>
Total net position	<u>\$ 25,260,221</u>	<u>\$ 10,506,071</u>

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

**Change in Net Position**

	2021	2020
Program revenues	\$ 17,259,005	\$ 13,048,869
General revenues	3,084	27,027
Total revenues	<u>17,262,089</u>	<u>13,075,896</u>
Expenses		
General government	120,082	99,709
Physical environment	434,016	239,690
Interest on long-term debt	1,498,841	1,296,724
Cost of issuance	455,000	-
Total expenses	<u>2,507,939</u>	<u>1,636,123</u>
Change in net position	14,754,150	11,439,773
Net position - beginning of year	<u>10,506,071</u>	<u>(933,702)</u>
Net position - end of year	<u>\$ 25,260,221</u>	<u>\$ 10,506,071</u>

# **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

September 30, 2021

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2021 was \$2,507,939, which primarily consisted of interest on long-term debt and costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by special assessments and developer contributions.

### **GENERAL BUDGETING HIGHLIGHTS**

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

### **CAPITAL ASSETS AND DEBT ADMINISTRATION**

#### Capital Assets

At September 30, 2021, the District had \$49,147,367 invested in construction in process. Construction in process has not completed as of September 30, 2021 and therefore is not depreciated to date. More detailed information about the District's capital assets is presented in the notes of the financial statements.

#### Capital Debt

At September 30, 2021, the District had \$33,993,346 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

### **ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION**

For the fiscal year 2022, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
September 30, 2021

**CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Epperson North Community Development District's Finance Department at 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746.



**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF NET POSITION**  
September 30, 2021

	<u>GOVERNMENTAL ACTIVITIES</u>
<b>ASSETS</b>	
Cash and cash equivalents	\$ 159,720
Accounts receivable	2,642
Deposits	21,900
Restricted assets:	
Investments	12,962,870
Capital assets:	
Non-depreciable	49,147,367
<b>TOTAL ASSETS</b>	<u><u>\$ 62,294,499</u></u>
<b>LIABILITIES</b>	
Accounts payable	\$ 1,954,990
Accrued interest payable	661,595
Retainage payable	424,347
Bonds payable, due within one year	525,000
Bonds payable, due in more than one year	33,468,346
<b>TOTAL LIABILITIES</b>	<u><u>37,034,278</u></u>
<b>NET POSITION</b>	
Net investment in capital assets	14,729,674
Restricted for:	
Debt service	4,708,337
Capital projects	5,831,477
Unrestricted	(9,267)
<b>TOTAL NET POSITION</b>	<u><u>\$ 25,260,221</u></u>

The accompanying notes are an integral part of this financial statement

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT****STATEMENT OF ACTIVITIES  
Year Ended September 30, 2021**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Position
		Charges for Services	Operating Contributions	Governmental Activities
Governmental activities				
General government	\$ 120,082	\$ -	\$ 10,101,480	\$ 9,981,398
Physical environment	434,016	293,711	-	(140,305)
Interest on long-term debt	1,498,841	6,863,814	-	5,364,973
Cost of issuance	455,000	-	-	(455,000)
Total governmental activities	<u>\$ 2,507,939</u>	<u>\$ 7,157,525</u>	<u>\$ 10,101,480</u>	<u>14,751,066</u>
General revenues:				
Investment earnings				780
Miscellaneous income				2,304
Total general revenues				<u>3,084</u>
Change in net position				<u>14,754,150</u>
Net position - October 1, 2020				<u>10,506,071</u>
Net position - September 30, 2021				<u>\$ 25,260,221</u>

The accompanying notes are an integral part of this financial statement

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET – GOVERNMENTAL FUNDS**  
September 30, 2021

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
<b><u>ASSETS</u></b>				
Cash and cash equivalents	\$ 2,126	\$ -	\$ 157,594	\$ 159,720
Accounts receivable	2,642	-	-	2,642
Due from other funds	-	1,931	-	1,931
Deposits	21,900	-	-	21,900
Restricted assets:				
Investments	-	5,368,001	7,594,869	12,962,870
TOTAL ASSETS	<u>\$ 26,668</u>	<u>\$ 5,369,932</u>	<u>\$ 7,752,463</u>	<u>\$ 13,149,063</u>
<b><u>LIABILITIES AND FUND BALANCES</u></b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 34,004	\$ -	\$ 1,920,986	\$ 1,954,990
Retainage payable	-	-	424,347	424,347
Due to other funds	1,931	-	-	1,931
TOTAL LIABILITIES	<u>35,935</u>	<u>-</u>	<u>2,345,333</u>	<u>2,381,268</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Deposits	21,900	-	-	21,900
Restricted for:				
Debt service	-	5,369,932	-	5,369,932
Capital projects	-	-	5,407,130	5,407,130
Unassigned	(31,167)	-	-	(31,167)
TOTAL FUND BALANCES	<u>(9,267)</u>	<u>5,369,932</u>	<u>5,407,130</u>	<u>10,767,795</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 26,668</u>	<u>\$ 5,369,932</u>	<u>\$ 7,752,463</u>	<u>\$ 13,149,063</u>

The accompanying notes are an integral part of this financial statement

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
September 30, 2021

Total Governmental Fund Balances in the Balance Sheet, Page 10	\$ 10,767,795
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	49,147,367
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(661,595)
Unamortized bond discount	220,476
Unamortized bond premium	(143,822)
Governmental bonds payable	<u>(34,070,000)</u>
Net Position of Governmental Activities, Page 8	<u><u>\$ 25,260,221</u></u>

The accompanying notes are an integral part of this financial statement

**EPPELSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES – GOVERNMENTAL FUNDS**  
Year Ended September 30, 2021

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
<b>REVENUES</b>				
Developer contributions	\$ 259,872	\$ 1,080	\$ 9,840,528	\$ 10,101,480
Special assessments	293,711	6,863,814	-	7,157,525
Miscellaneous revenue	2,304	-	-	2,304
Investment earnings	280	195	305	780
<b>TOTAL REVENUES</b>	<u>556,167</u>	<u>6,865,089</u>	<u>9,840,833</u>	<u>17,262,089</u>
<b>EXPENDITURES</b>				
General government	120,082	-	-	120,082
Physical environment	434,016	-	-	434,016
Capital outlay	-	-	16,340,558	16,340,558
Debt				
Principal	-	3,565,000	-	3,565,000
Interest expense	-	1,348,519	-	1,348,519
<b>TOTAL EXPENDITURES</b>	<u>554,098</u>	<u>5,368,519</u>	<u>16,340,558</u>	<u>22,263,175</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES</b>	2,069	1,496,570	(6,499,725)	(5,001,086)
<b>OTHER SOURCES (USES)</b>				
Transfers in (out)	-	(6)	6	-
Issuance of debt	-	1,388,354	13,755,468	15,143,822
<b>TOTAL OTHER SOURCES (USES)</b>	<u>-</u>	<u>1,388,348</u>	<u>13,755,474</u>	<u>15,143,822</u>
<b>EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	2,069	2,884,918	7,255,749	10,142,736
<b>FUND BALANCE</b>				
Beginning of year	(11,336)	2,485,014	(1,848,619)	625,059
End of year	<u>\$ (9,267)</u>	<u>\$ 5,369,932</u>	<u>\$ 5,407,130</u>	<u>\$ 10,767,795</u>

The accompanying notes are an integral part of this financial statement

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES**  
**IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES**  
**Year Ended September 30, 2021**

Net Change in Fund Balances - Total Governmental Funds, Page 12 \$ 10,142,736

Amount reported for governmental activities in the Statement of Activities  
are different because:

The issuance of long-term debt provides current financial resources to  
governmental funds. These transactions, however, have no effect on net  
assets. This is the amount of long-term debt issued in the current period. (15,143,822)

Governmental funds report capital outlays as expenditures. However,  
in the Statement of Activities, the costs of those assets are depreciated  
over their estimated useful lives:

Capital outlay 16,340,558

Repayment of long-term liabilities are reported as expenditures in the  
governmental fund financial statements, but such repayments reduce  
liabilities in the Statement of Net Position and are eliminated in the  
Statement of Activities:

Payments on long-term debt 3,565,000

Certain items reported in the Statement of Activities do not require  
the use of current financial resources and therefore are not reported  
expenditures in the governmental funds:

Provision for amortization of bond discount (1,173)

Change in accrued interest payable (149,149)

Change in Net Position of Governmental Activities, Page 9 \$ 14,754,150

The accompanying notes are an integral part of this financial statement

# **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**

## **NOTES TO FINANCIAL STATEMENTS**

September 30, 2021

### **NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY**

Epperson North Community Development District ("District") was created on July 12, 2018 by Pasco County Ordinance 18-26 pursuant to the Uniform Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. All of the Board members are affiliated with the Developer. The Supervisors are elected on an at large basis by the qualified electors of the property owners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

### **NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### **Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Government-Wide and Fund Financial Statements (continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

**Assessments**

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.



**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)**

The District reports the following major governmental funds:

**General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

**Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

**Capital Projects Fund**

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

**Assets, Liabilities and Net Position or Equity**

**Restricted Assets**

These assets represent cash and investments set aside pursuant to contractual restrictions.

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position or Equity (continued)**

- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

**Inventories and Prepaid Items**

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**Capital Assets**

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

**Unearned Revenue/Deferred Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position or Equity (continued)**

**Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**Deferred Outflows/Inflows of Resources**

The statement of net position reports, as applicable, a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. For example, the District would record deferred outflows of resources related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

The statement of net position reports, as applicable, a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For example, when an asset is recorded in the governmental fund financial statements, but the revenue is not available, the District reports a deferred inflow of resources until such times as the revenue becomes available.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item, deferred revenue, which qualifies for reporting in this category.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Assets, Liabilities and Net Position or Equity (continued)**

**Fund Equity/Net Position**

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**Other Disclosures**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE C - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

**NOTE D – DEPOSITS AND INVESTMENTS**

**Deposits**

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

**Investments**

The District's investments were held as follows at September 30, 2021:

<u>Investment</u>	<u>Fair Value</u>	<u>Credit Risk</u>	<u>Maturities</u>
Money Market Mutual Funds - First			Weighted average of the
American Treasury Obligation CL Y	\$ 12,962,870	S&P AAAM	fund portfolio: 13 days
Total Investments	<u>\$ 12,962,870</u>		

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2021**

**NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)**

**Investments (Investments)**

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in anyone issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
September 30, 2021

**NOTE E - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2021 was as follows:

	Balance 10/01/2020	Increases	Decreases	Balance 09/30/2021
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Construction in process	\$ 32,806,809	\$ 16,340,558	\$ -	\$49,147,367
Total capital assets, not being depreciated	32,806,809	16,340,558	-	49,147,367
Governmental activities capital assets - net	<u>\$32,806,809</u>	<u>\$ 16,340,558</u>	<u>\$ -</u>	<u>\$49,147,367</u>

**NOTE F - LEASES**

The District has a lease agreement for solar lighting. The lease required a deposit in the amount of \$100 per light to be installed (219) in the amount of \$21,900. The lease is payable quarterly at \$50 per mechanically complete and operational street light per month with an annual increase of the greater of 3% of the rent payable during the immediately preceding lease year or the percentage of increase of the Price Index for the second month preceding the lease year. The total lease expense was \$77,776 during 2021, at the end of the year there were 219 units mechanically complete and operational. The lease term is 20 years beginning on the date the District receives written notice that the equipment is mechanically complete and operational.

Future minimum lease payments due at September 30, 2021 are as follows:

2022	\$ 128,400
2023	132,252
2024	136,220
2025	140,306
2026	144,515
Thereafter	<u>2,593,200</u>
TOTAL	<u>\$3,274,893</u>

**NOTE G – LONG-TERM LIABILITIES**

**\$14,280,000 Capital Improvement Revenue Bonds, Series 2018A-1** – On October 30, 2018, the District issued \$14,280,000 in Capital Improvement Revenue Bonds, Series 2018A-1. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable in annual principal installments through November 2049. The Bonds bear interest ranging from 4.5% to 5.75% payable semi-annually on the first day of each May and November. Principal is due serially each November 1, commencing November 2020.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
September 30, 2021

**NOTE G – LONG-TERM LIABILITIES (CONTINUED)**

**\$9,460,000 Capital Improvement Revenue Bonds, Series 2018A-2** – On October 30, 2018, the District issued \$9,460,000 in Capital Improvement Revenue Bonds, Series 2018A-2. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds bear interest at 5.6% payable semi-annually on the first day of each May and November. Principal is due in full November 2029. During 2021, the District made prepayments of \$3,335,000.

**\$15,000,000 Capital Improvement Revenue Bonds, Series 2021 (AREA TWO)** – On February 25, 2021, the District issued \$15,000,000 in Capital Improvement Revenue Bonds, Series 2021 (AREA TWO). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable in annual principal installments through May 2051. The Bonds bear interest ranging from 2.5% to 4.0% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2022.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is in compliance with those requirements of the Bond Indenture at September 30, 2021.

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2021:

	Balance 10/1/2020	Additions	Deletions	Balance 9/30/2021	Due Within One Year
Capital Improvement Revenue Bonds, Series 2018 A-1	\$ 14,280,000	\$ -	\$ 210,000	\$14,070,000	\$ 220,000
Capital Improvement Revenue Bonds, Series 2018 A-2	8,355,000	-	3,355,000	5,000,000	-
Capital Improvement Revenue Bonds, Series 2021 (AREA TWO)	-	15,000,000	-	15,000,000	305,000
	22,635,000	15,000,000	3,565,000	34,070,000	525,000
Unamortized bond discount	(221,649)	-	(1,173)	(220,476)	-
Unamortized bond premium	-	143,822	-	143,822	-
	<u>\$ 22,413,351</u>	<u>\$15,143,822</u>	<u>\$3,563,827</u>	<u>\$33,993,346</u>	<u>\$ 525,000</u>



**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO FINANCIAL STATEMENTS**  
September 30, 2021

**NOTE G – LONG-TERM LIABILITIES (CONTINUED)**

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

<u>September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 525,000	\$ 1,586,339	\$ 2,111,339
2023	535,000	1,568,700	2,103,700
2024	560,000	1,550,488	2,110,488
2025	575,000	1,530,838	2,105,838
2026	595,000	1,509,963	2,104,963
2027-2031	8,345,000	6,765,975	15,110,975
2032-2036	4,110,000	5,010,889	9,120,889
2037-2041	5,125,000	3,987,563	9,112,563
2042-2046	6,460,000	2,637,788	9,097,788
2047-2051	7,240,000	877,418	8,117,418
	<u>\$ 34,070,000</u>	<u>\$ 27,025,961</u>	<u>\$ 52,978,543</u>

**NOTE H - MANAGEMENT COMPANY**

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE I - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage since established July 2018.

**NOTE J – CONCENTRATION**

The Districts activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District operations.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**BUDGET AND ACTUAL – GENERAL FUND**  
**Year Ended September 30, 2021**

	<u>* BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)</u>
<b>REVENUES</b>			
Developer contributions	\$ 359,618	\$ 259,872	\$ (99,746)
Special assessments	241,956	293,711	51,755
Miscellaneous revenue	-	2,304	2,304
Investment earnings	-	280	280
TOTAL REVENUES	<u>601,574</u>	<u>556,167</u>	<u>(45,407)</u>
<b>EXPENDITURES</b>			
Current			
General government	125,780	120,082	5,698
Physical environment	<u>475,794</u>	<u>434,016</u>	<u>41,778</u>
TOTAL EXPENDITURES	<u>601,574</u>	<u>554,098</u>	<u>47,476</u>
TOTAL EXPENDITURES AND RESERVES	<u>601,574</u>	<u>554,098</u>	<u>47,476</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<u>\$ -</u>	<u>2,069</u>	<u>\$ 2,069</u>
<b>FUND BALANCES</b>			
Beginning of year		<u>(11,336)</u>	
End of year		<u>\$ (9,267)</u>	

\* Original and final budget.

**EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2021.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING  
STANDARDS*

To the Board of Supervisors  
Epperson North Community Development District  
Pasco County, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Epperson North Community Development District, as of September 30, 2021 and for the year ended September 30, 2021, which collectively comprise Epperson North Community Development District's basic financial statements and have issued our report thereon dated June 27, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida

June 27, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF  
SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE  
AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors  
Epperson North Community Development District  
Pasco County, Florida

We have examined the District's compliance with the requirements of Section 218.415, Florida Statutes with regards to the District's investments during the year ended September 30, 2021. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Epperson North Community Development District, Pasco County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 27, 2022

Management Letter

To the Board of Supervisors  
Epperson North Community Development District  
Pasco County, Florida

**Report on the Financial Statements**

We have audited the financial statements of the Epperson North Community Development District ("District") as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated June 27, 2022.

**Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those report, which are dated June 27, 2022, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

## **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

## **Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Epperson North Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as N/A.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as N/A.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Epperson North Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District range from \$444 to \$2,298 per residential unit.
- b. The total amount of special assessments collected by or on behalf of the District as \$7,157,525.
- c. The total amount of outstanding bonds issued by the district as \$34,070,000.



### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

### **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*DiBartolomeo, McBee, Hartley & Barnes*

DiBartolomeo, McBee, Hartley & Barnes, P.A.  
Fort Pierce, Florida  
June 27, 2022

**EXHIBIT 3.**

## **Epperson Ranch North Village A-1 and A-5 Outdoor Solar Lighting Equipment Lease**

This Outdoor Solar Lighting Equipment Lease (the “**Lease**”), is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (“**Company**”), whose mailing address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**Customer**”), whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**1. Lease of Street Lights.** In consideration of the mutual covenants contained herein, Company agrees to lease to Customer, and Customer agrees to lease from Company, the **sixty (60)** 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 individually as a “**Street Light**”), according to design, installation and construction plans and specifications prepared by Company and approved by Customer.

### **2. Term of Lease; Installation.**

a. **Term.** The term of this Lease shall commence upon the date that Company sends the first invoice for the Street Lights contemplated by this Lease, and shall expire, unless sooner terminated as provided herein, twenty (20) years after the date that substantially all of the Street Lights have been installed and are operational in the Installation Site (defined herein) (the “**Term**”). The term of this Lease 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 Lease as the “**Term**.” At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (defined herein) has occurred on the part of Customer and is then continuing under this Lease.

b. **Installation Site; License.** The Street Lights shall be installed at the following project, in the portions of the property owned by Customer: EPPERSON RANCH NORTH VILLAGE A-1 AND A-5, located at Nova Bright Drive, in Pasco County, State of Florida (the “**Installation Site**”), according to the approved installation plans as described below. Upon satisfaction of the Conditions (as provided in Section 4 below), 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). Within a reasonable time prior to the installation of the Street Lights by Company, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense. In connection with same, Company shall provide Customer with a final design sketch reflecting Street Light locations, and suggested vendors capable of performing the staking work for Customer. During the Term of the Lease, 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 Lease. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the “**License Term**”). During the License Term, Customer shall ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company’s sole and absolute discretion. The grant of the License shall survive termination of this Lease by either party.

**3. Monthly Rent Payments; Escalations; Security Deposit.** During the Term, Customer shall pay Company monthly rent for the rental and use of the Street Lights, in advance, as follows. Until the Rent escalation provided under subsection (a) below occurs, the rent 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 (the “**Rent**”), such Rent to be prorated for periods less than one month. Regardless of the Term of this Lease commenced on the Effective Date, no Rent shall be payable until a Street Light has been installed and mechanically operational. Rent shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Lease Year of the Term. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without demand, counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, 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 Rent under this Lease.

a. Rent Increases. Effective as of the anniversary of the Effective Date in each Lease Year (defined herein) of the Term, and each Renewal Term that comes into existence, Company shall have the right to increase the Rent paid based on the percentage increase of the Price Index (hereafter defined) over the previous Lease Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Lease Year to the level as of the second month prior to the previous Lease Year to determine the rate of increase. The Rent shall never decrease by reason of the foregoing calculation. The term “**Price Index**” means the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor for the “South Region,” and “All Items,” (1982- 84 = 100) or any successor or substitute index, appropriately adjusted. The term “**Lease 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.

b. Payment Coupon Books. Company, in its sole discretion, may invoice Customer for an entire Lease Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease (such as sales, excise, or other taxes), and (iii) the total amount due from Customer. Customer’s obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued.

c. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Lease (“**Security Deposit**”). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (defined herein) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. Customer shall replenish the Security Deposit upon demand if Company uses such Security Deposit as a result of such default.

d. Taxes. Customer shall either pay or reimburse Company for all Taxes (as hereafter defined) assessed on the Rent 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(d), “**Taxes**” means any federal, state, and local taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the lease of the Street Lights under this Lease, which shall be Company’s responsibility. 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 request.

**4. Conditions to Company Obligations.** Company’s obligations under this Lease are conditioned upon (“**Conditions**”): (a) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Lease; (b) Company’s receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance on the Installation Site, if any, that such party will recognize Company’s rights under this Lease for as long Company is not in default hereunder; and (c) Company having determined that all rights necessary, in Company’s judgment, for the construction, installation, maintenance, and operation of the Street Lights at the Installation Site, including the recordation of a grant

of easement substantially in the form attached hereto as **Exhibit "A"** (the "**Easement Agreement**") in the public records of the county of the Installation Site. Company may, 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 Lease upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Lease.

**5. Change Orders.** The Street Lights shall be configured and installed pursuant to a final design sketch prepared by Company, with the approval (not to be unreasonably withheld, conditioned or delayed) of Customer. Any change order ("**Change Order**") requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the Change Order shall be paid to Company by Customer in cash in advance as a condition of any such Change Order.

**6. Damages During Construction.** Customer shall be responsible for all costs incurred to repair, replace or relocate any Street Lights damaged by Customer, its agents, employees, or authorized representatives during construction at the Installation Site. Any damage or loss during installation of Street Lights not resulting from an action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

**7. Customer Information and Preparation; Indemnification.** Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities 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 at least ten (10) days prior to the commencement of any work by Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities caused by Company that was not properly identified by Customer, as described under this Paragraph, shall be paid by Customer arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. Except for those claims, losses and damages arising out of Company's sole 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 furnishing, design, installation, operation, maintenance or removal of the Street Lights. The term "damages" includes, but is not limited to, damage to the persons and/or property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the "Company" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

**8. Environmental Attributes and Environmental Incentives.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (defined herein) and is entitled to the benefit of all Tax Credits (defined herein), and Customer's lease of the Street Lights under this Lease does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the 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 design and installation plans and specifications, including, but not limited to: light rotations and light pole relocations, 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 (“**Non-Standard Services**”). Company will bill Customer for all Non-Standard Services with the next installment of monthly Rent 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, provided, however, that Company shall not be responsible or liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by Customer, its employees, agents, contractors, or invitees. 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 project 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 upon demand by Company. Company does not guaranty or warranty 100% reliability of the Street Lights, or continuous lighting within the Street Light system, and will not be liable to any person or entity for damages (including special, incidental, consequential, or punitive damages) related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or 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, vines 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 for a reasonable time period in connection with any necessary maintenance or repairs for which Company is responsible. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

**11. Insolation; Vegetation Control.** Customer understands that unobstructed access to sunlight (“**Insolation**”) is essential for the proper performance of the Street Lights and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the 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. 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 easement areas or drainage for the Street Lights.

**12. Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly of any Street Light malfunctions and outages. 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 at Company’s discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism.

**13. 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.

**14. 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. Company 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 Company, its employees, contractors, agents, or invitees, with coverages, in amounts, and through companies satisfactory to Customer. Company shall periodically provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

**15. Assignment.** This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Street Lights, and all Rent and other sums due or to become due under this Lease. Any bank or other lending institution to which this Lease may be assigned or pledged from time to time by Company (collectively, “**Company’s Financing Parties**”) shall not be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall Company’s Financing Parties be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company’s prior written consent, in its sole discretion. Any approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the 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.

**16. Financing.** The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company’s Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company’s Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to Section 16, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company’s Financing Parties. 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 Lease (the “**Successor Provider**”). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

**17. Default.** Each of the following shall constitute an “**Event of Default**” under this Lease: (a) Customer’s failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days, without notice or demand of any kind; (b) A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days to make such cure in the aggregate under this clause (b); (c) Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site; (d) 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 by Customer occurs, then, Company, 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, Company may elect (i) to enter upon the Installation Site and take possession of, and remove, the Street Lights (without terminating the Lease) and recover from Customer all unpaid Rent and other sums and charges due hereunder through the end of the Term and all damages and expenses resulting from Customer's Event of Default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%), or (ii) to terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, Customer shall pay to Company the damages described in clause (i) above and Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion, or (iii) to enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit and 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 and recover all damages and expenses from Customer for such Event of Default, or (iv) to exercise any other right or remedy available to Company against Customer at law, in equity or by statute. All Street Lights removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the 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 Lease 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 default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

**19. Disposition of Street Lights at Expiration or Termination of Lease.** Upon the expiration or earlier termination of this Lease, Company shall have the right to remove the Street Lights, no later than one hundred twenty (120) days after the expiration or termination of the Lease ("**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 reasonably restored condition. In such event, Customer shall provide sufficient space for the temporary storage and staging and parking for vehicles and trailers reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

**20. Representations, Warranties, and Covenants.** Each party represents and warrants to the other as of the Effective Date: such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms. Customer represents and warrants to Company that neither the execution and delivery of this Lease by Customer, nor the performance by Customer of any of its obligations under this Lease, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.

**21. Force Majeure.** Notwithstanding any of the foregoing provisions of this Lease to the contrary, Company shall be entitled to extend the time of installation of the Street Lights by one day for each day Company is delayed by a Force Majeure event. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, government shutdowns or other causes reasonably beyond Company's control.



**22. True Lease Instrument.** Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code (“UCC”) and not a Disguised Security Interest (defined herein). Company has and shall retain legal 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 leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. “**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.

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

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-564-7847, OR BY EMAIL AT [patricia@breezehome.com](mailto:patricia@breezehome.com) OR BY REGULAR MAIL AT 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**24. Florida Sales Tax.** Company acknowledges 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 Customer any Florida Sales and Use Tax for the work.

**25. Scrutinized Companies.** Pursuant to Section 287.135, Fla Stat., Company represents that Company is not a “scrutinized company”. If Company is designated as a “scrutinized company”, Company shall immediately notify Customer whereupon Customer may terminate this Lease.

**26. 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 Customer’s bond covenants for the public tax-exempt bonds issued by Customer.

**27. Miscellaneous.** 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). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Lease shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located. This Lease shall not be recorded in any public records; provided, however, on the date hereof, Company and Customer shall execute a Memorandum of Lease in a form provided by Company to be recorded by Company at its expense promptly after the Conditions are satisfied. No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary

and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.

*[Signature Page for Company]*

**“COMPANY”**

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

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

*[Signature Page for Customer]*

**“CUSTOMER”**

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

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

**EXHIBIT "A"**

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 \_\_\_\_\_, by **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746 (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 and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Pasco County, Florida, described as follows:

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

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

**[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”**

**EPPERSON 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**

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 John M. Ryan, as the Manager, of Gig Fiber, LLC. He is [check applicable] ☐ personally known to me, or ☐ produced a valid driver's license as identification.

**“GRANTEE”**

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

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

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

Notary Public

(AFFIX NOTARY SEAL BELOW)

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

**EPPERSON NORTH VILLAGE A-1, A-2, A-3 A-4A AND A-5**

Tract "A-5" of EPPERSON NORTH VILLAGE A-1, A-2, A-3, A-4A AND A-5 according to the plat thereof, as recorded in Plat Book 87, Pages 133 through 145 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 EQUIPMENT LEASE**

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("**Memorandum**"), executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT** (the "**Customer**"), whose address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**WITNESSETH:**

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "**Lease**"), dated and having an effective date as of \_\_\_\_\_ (the "**Effective Date**"), whereby Customer leased from Company certain outdoor solar lighting equipment located in Pasco County, Florida; 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 Lease;

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

1. Installation Site. Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Street Lights.
2. Rental. The amount of the rental and other consideration payable are set forth in the Lease.
3. Term. The term of the Lease shall be for twenty (20) years beginning on the date specified in the Lease ("**Term**")
4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Lease 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 Lease.
5. Additional Terms. Company and Customer acknowledge and agree that the Lease is in full force and effect. The Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall control.



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

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

*[Signatures follow on next page]*

[Company signature page]

IN WITNESS WHEREOF, Company has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

**WITNESSES**

**“COMPANY”**

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

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

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

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 John M. Ryan, as the Manager, of Gig Fiber, LLC. 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)

[Customer signature page]

IN WITNESS WHEREOF, Customer has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed, and delivered  
in the presence of:

**WITNESSES**

**“CUSTOMER”**

**EPPERSON 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)

**EXHIBIT "A"**

Description of Installation Site

**EPPERSON NORTH VILLAGE A-1, A-2, A-3 A-4A AND A-5**

Tract "A-5" of EPPERSON NORTH VILLAGE A-1, A-2, A-3, A-4A AND A-5 according to the plat thereof, as recorded in Plat Book 87, Pages 133 through 145 of the public records of Pasco County, Florida

**EXHIBIT 4.**

## **Epperson Ranch North Pod F Phase 6 Outdoor Solar Lighting Equipment Lease**

This Outdoor Solar Lighting Equipment Lease (the “**Lease**”), is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (“**Company**”), whose mailing address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **EPPELSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“**Customer**”), whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**1. Lease of Street Lights.** In consideration of the mutual covenants contained herein, Company agrees to lease to Customer, and Customer agrees to lease from Company, the **thirty (30)** 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 individually as a “**Street Light**”), according to design, installation and construction plans and specifications prepared by Company and approved by Customer.

### **2. Term of Lease; Installation.**

a. **Term.** The term of this Lease shall commence upon the date that Company sends the first invoice for the Street Lights contemplated by this Lease, and shall expire, unless sooner terminated as provided herein, twenty (20) years after the date that substantially all of the Street Lights have been installed and are operational in the Installation Site (defined herein) (the “**Term**”). The term of this Lease 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 Lease as the “**Term**.” At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (defined herein) has occurred on the part of Customer and is then continuing under this Lease.

b. **Installation Site; License.** The Street Lights shall be installed at the following project, in the portions of the property owned by Customer: EPPELSON RANCH NORTH POD F PHASE 6, located at Penny Surf Loop, in Pasco County, State of Florida (the “**Installation Site**”), according to the approved installation plans as described below. Upon satisfaction of the Conditions (as provided in Section 4 below), 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). Within a reasonable time prior to the installation of the Street Lights by Company, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense. In connection with same, Company shall provide Customer with a final design sketch reflecting Street Light locations, and suggested vendors capable of performing the staking work for Customer. During the Term of the Lease, 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 Lease. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the “**License Term**”). During the License Term, Customer shall ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company’s sole and absolute discretion. The grant of the License shall survive termination of this Lease by either party.

**3. Monthly Rent Payments; Escalations; Security Deposit.** During the Term, Customer shall pay Company monthly rent for the rental and use of the Street Lights, in advance, as follows. Until the Rent escalation provided under subsection (a) below occurs, the rent 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 (the “**Rent**”), such Rent to be prorated for periods less than one month. Regardless of the Term of this Lease commenced on the Effective Date, no Rent shall be payable until a Street Light has been installed and mechanically operational. Rent shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Lease Year of the Term. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without demand, counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, 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 Rent under this Lease.

a. Rent Increases. Effective as of the anniversary of the Effective Date in each Lease Year (defined herein) of the Term, and each Renewal Term that comes into existence, Company shall have the right to increase the Rent paid based on the percentage increase of the Price Index (hereafter defined) over the previous Lease Year. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Lease Year to the level as of the second month prior to the previous Lease Year to determine the rate of increase. The Rent shall never decrease by reason of the foregoing calculation. The term “**Price Index**” means the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor for the “South Region,” and “All Items,” (1982- 84 = 100) or any successor or substitute index, appropriately adjusted. The term “**Lease 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.

b. Payment Coupon Books. Company, in its sole discretion, may invoice Customer for an entire Lease Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease (such as sales, excise, or other taxes), and (iii) the total amount due from Customer. Customer’s obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued.

c. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed under this Lease (“**Security Deposit**”). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (defined herein) shall occur, Company may, at its option, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. Customer shall replenish the Security Deposit upon demand if Company uses such Security Deposit as a result of such default.

d. Taxes. Customer shall either pay or reimburse Company for all Taxes (as hereafter defined) assessed on the Rent 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(d), “**Taxes**” means any federal, state, and local taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the lease of the Street Lights under this Lease, which shall be Company’s responsibility. 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 request.

**4. Conditions to Company Obligations.** Company’s obligations under this Lease are conditioned upon (“**Conditions**”): (a) Company receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Lease; (b) Company’s receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance on the Installation Site, if any, that such party will recognize Company’s rights under this Lease for as long Company is not in default hereunder; and (c) Company having determined that all rights necessary, in Company’s judgment, for the construction, installation, maintenance, and operation of the Street Lights at the Installation Site, including the recordation of a grant

of easement substantially in the form attached hereto as **Exhibit "A"** (the "**Easement Agreement**") in the public records of the county of the Installation Site. Company may, 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 Lease upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Lease.

**5. Change Orders.** The Street Lights shall be configured and installed pursuant to a final design sketch prepared by Company, with the approval (not to be unreasonably withheld, conditioned or delayed) of Customer. Any change order ("**Change Order**") requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the Change Order shall be paid to Company by Customer in cash in advance as a condition of any such Change Order.

**6. Damages During Construction.** Customer shall be responsible for all costs incurred to repair, replace or relocate any Street Lights damaged by Customer, its agents, employees, or authorized representatives during construction at the Installation Site. Any damage or loss during installation of Street Lights not resulting from an action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

**7. Customer Information and Preparation; Indemnification.** Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities 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 at least ten (10) days prior to the commencement of any work by Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities caused by Company that was not properly identified by Customer, as described under this Paragraph, shall be paid by Customer arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. Except for those claims, losses and damages arising out of Company's sole 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 furnishing, design, installation, operation, maintenance or removal of the Street Lights. The term "damages" includes, but is not limited to, damage to the persons and/or property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the "Company" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

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



**9. Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications, including, but not limited to: light rotations and light pole relocations, 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 (“**Non-Standard Services**”). Company will bill Customer for all Non-Standard Services with the next installment of monthly Rent 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, provided, however, that Company shall not be responsible or liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by Customer, its employees, agents, contractors, or invitees. 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 project 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 upon demand by Company. Company does not guaranty or warranty 100% reliability of the Street Lights, or continuous lighting within the Street Light system, and will not be liable to any person or entity for damages (including special, incidental, consequential, or punitive damages) related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or 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, vines 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 for a reasonable time period in connection with any necessary maintenance or repairs for which Company is responsible. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

**11. Insolation; Vegetation Control.** Customer understands that unobstructed access to sunlight (“**Insolation**”) is essential for the proper performance of the Street Lights and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the 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. 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 easement areas or drainage for the Street Lights.

**12. Outage Notification; Vandalism.** Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly of any Street Light malfunctions and outages. 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 at Company’s discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism.

**13. 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.

**14. 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. Company 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 Company, its employees, contractors, agents, or invitees, with coverages, in amounts, and through companies satisfactory to Customer. Company shall periodically provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

**15. Assignment.** This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Street Lights, and all Rent and other sums due or to become due under this Lease. Any bank or other lending institution to which this Lease may be assigned or pledged from time to time by Company (collectively, “**Company’s Financing Parties**”) shall not be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall Company’s Financing Parties be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company’s prior written consent, in its sole discretion. Any approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the 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.

**16. Financing.** The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company’s Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company’s Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to Section 16, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company’s Financing Parties. 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 Lease (the “**Successor Provider**”). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

**17. Default.** Each of the following shall constitute an “**Event of Default**” under this Lease: (a) Customer’s failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days, without notice or demand of any kind; (b) A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days to make such cure in the aggregate under this clause (b); (c) Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site; (d) 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 by Customer occurs, then, Company, 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, Company may elect (i) to enter upon the Installation Site and take possession of, and remove, the Street Lights (without terminating the Lease) and recover from Customer all unpaid Rent and other sums and charges due hereunder through the end of the Term and all damages and expenses resulting from Customer's Event of Default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%), or (ii) to terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, Customer shall pay to Company the damages described in clause (i) above and Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion, or (iii) to enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit and 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 and recover all damages and expenses from Customer for such Event of Default, or (iv) to exercise any other right or remedy available to Company against Customer at law, in equity or by statute. All Street Lights removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the 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 Lease 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 default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

**19. Disposition of Street Lights at Expiration or Termination of Lease.** Upon the expiration or earlier termination of this Lease, Company shall have the right to remove the Street Lights, no later than one hundred twenty (120) days after the expiration or termination of the Lease ("**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 reasonably restored condition. In such event, Customer shall provide sufficient space for the temporary storage and staging and parking for vehicles and trailers reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

**20. Representations, Warranties, and Covenants.** Each party represents and warrants to the other as of the Effective Date: such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms. Customer represents and warrants to Company that neither the execution and delivery of this Lease by Customer, nor the performance by Customer of any of its obligations under this Lease, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.

**21. Force Majeure.** Notwithstanding any of the foregoing provisions of this Lease to the contrary, Company shall be entitled to extend the time of installation of the Street Lights by one day for each day Company is delayed by a Force Majeure event. "**Force Majeure**" shall mean acts of God, strikes, lockouts, labor troubles, government shutdowns or other causes reasonably beyond Company's control.

**22. True Lease Instrument.** Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code (“UCC”) and not a Disguised Security Interest (defined herein). Company has and shall retain legal 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 leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. “**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.

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

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-564-7847, OR BY EMAIL AT [patricia@breezehome.com](mailto:patricia@breezehome.com) OR BY REGULAR MAIL AT 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**24. Florida Sales Tax.** Company acknowledges 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 Customer any Florida Sales and Use Tax for the work.

**25. Scrutinized Companies.** Pursuant to Section 287.135, Fla Stat., Company represents that Company is not a “scrutinized company”. If Company is designated as a “scrutinized company”, Company shall immediately notify Customer whereupon Customer may terminate this Lease.

**26. 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 Customer’s bond covenants for the public tax-exempt bonds issued by Customer.

**27. Miscellaneous.** 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). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Lease shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located. This Lease shall not be recorded in any public records; provided, however, on the date hereof, Company and Customer shall execute a Memorandum of Lease in a form provided by Company to be recorded by Company at its expense promptly after the Conditions are satisfied. No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary

and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.

*[Signature Page for Company]*

**“COMPANY”**

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

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

*[Signature Page for Customer]*

**“CUSTOMER”**

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

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

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

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

**EXHIBIT "A"**

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 \_\_\_\_\_, by **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT**, whose mailing address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746 (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 and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Pasco County, Florida, described as follows:

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

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

**[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”**

**EPPERSON 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**

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 John M. Ryan, as the Manager, of Gig Fiber, LLC. He is [check applicable] ☐ personally known to me, or ☐ produced a valid driver's license as identification.

**“GRANTEE”**

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

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

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

Notary Public

(AFFIX NOTARY SEAL BELOW)

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

**EPPERSON RANCH NORTH POD F PHASE 6**

Tract "A-1" of EPPERSON RANCH NORTH POD F PHASE 6 according to the plat thereof, as recorded in Plat Book 88, Pages 85 through 89 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 EQUIPMENT LEASE**

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("**Memorandum**"), executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 **EPPERSON NORTH COMMUNITY DEVELOPMENT DISTRICT** (the "**Customer**"), whose address is 1540 International Pkwy Suite 2000, Lake Mary, FL 32746.

**WITNESSETH:**

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "**Lease**"), dated and having an effective date as of \_\_\_\_\_ (the "**Effective Date**"), whereby Customer leased from Company certain outdoor solar lighting equipment located in Pasco County, Florida; 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 Lease;

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

1. Installation Site. Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Street Lights.
2. Rental. The amount of the rental and other consideration payable are set forth in the Lease.
3. Term. The term of the Lease shall be for twenty (20) years beginning on the date specified in the Lease ("**Term**")
4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Lease 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 Lease.
5. Additional Terms. Company and Customer acknowledge and agree that the Lease is in full force and effect. The Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall control.

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

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

*[Signatures follow on next page]*

*[Company signature page]*

IN WITNESS WHEREOF, Company has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed and delivered  
in the presence of:

**WITNESSES**

**“COMPANY”**

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

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

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

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 John M. Ryan, as the Manager, of Gig Fiber, LLC. 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)

[Customer signature page]

IN WITNESS WHEREOF, Customer has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed, and delivered  
in the presence of:

**WITNESSES**

**“CUSTOMER”**

**EPPERSON 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)

**EXHIBIT "A"**

Description of Installation Site

**EPPERSON RANCH NORTH POD F PHASE 6**

Tract "A-1" of EPPERSON RANCH NORTH POD F PHASE 6 according to the plat thereof, as recorded in Plat Book 88, Pages 85 through 89 of the public records of Pasco County, Florida

**EXHIBIT 5.**



1 **MINUTES OF MEETING**

2 **EPPERSON NORTH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Epperson North Community Development  
5 District was held on Thursday, October 6, 2022 at 6:00 p.m. at Hilton Garden Inn, 26640 Silver Maple  
6 Parkway, Wesley Chapel, Florida 33544.

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

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Mike Lawson	Board Supervisor, Chairman
11	Doug Draper	Board Supervisor, Vice Chairman
12	Christie Ray	Board Supervisor, Assistant Secretary

13 *The following is a summary of the discussions and actions taken at the October 6, 2022 Epperson North*  
14 *CDD Board of Supervisors Regular Meeting.*

15 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**  
16 **agenda items)**

17 There being none, the next item followed.

18 **THIRD ORDER OF BUSINESS – Business Matters – Exhibit 1-4 tabled to get bids**

- 19 A. Exhibit 1: Consideration of FloraLawn Landscape Maintenance Proposal  
20 B. Exhibit 2: Consideration of Florida Commercial Care Proposal for Landscape Maintenance  
21 C. Exhibit 3: Consideration of Red Tree Proposal for Landscape Maintenance Service  
22 D. Exhibit 4: Consideration of Brightview Proposal for Landscape Maintenance Service  
23 E. Exhibit 5: Consideration of Resolution 2023-01, Parking & Towing Resolution (*Resolution 2022-*  
24 *03 allows for HOA to enforce deed restrictions on District owned streets*)

25 On a MOTION by Mr. Draper, SECONDED by Ms. Ray, WITH ALL IN FAVOR, the Board Adopted  
26 **Resolution 2023-01, Parking & Towing Resolution** for the Epperson North Community Development  
27 District.

28 **FOURTH ORDER OF BUSINESS – Consent Agenda**

29 On a MOTION by Mr. Draper, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board Approved  
30 the Consent Agenda for the Epperson North Community Development District.

- 31 A. Exhibit 6: Consideration for Approval – the Minutes of the Board of Supervisors Regular Meeting  
32 Held August 4, 2022

33 **FIFTH ORDER OF BUSINESS – Staff Reports**

- 34 A. District Manager  
35 – There being none, the next item followed.  
36 B. District Attorney  
37 – There being none, the next item followed.  
38 C. District Engineer  
39 – There being none, the next item followed.

40 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business**

- 41 – A resident asked if there is a planned gate at Penny Surf Loop.
- 42 – A resident recommended a fence to block access from Overpass Road.
- 43 – A resident requested a shade cover for the mailboxes.
- 44 – A resident mentioned the power for the holiday lights at the entrance.

45 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

- 46 – There being none, the next item followed.

47 **EIGHTH ORDER OF BUSINESS – Adjournment**

48 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to  
49 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

50 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned  
51 the meeting for the Epperson North Community Development District.

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

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

57

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

58 \_\_\_\_\_  
**Printed Name**

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

59 **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

**EXHIBIT 6.**

**Epperson North:**  
**RATIFICATION OF CONTRACTS**

	DC Integrations- Install Burg System, Air Control Panel, Cell Communicator, 6 Door Contacts, 2 Motion Detectors and run all wires needed. Program System.	<b>\$1,510.00</b>
	DC Integrations- Install 9 Cameras at Clubhouse/ Viewing Clubhouse/ Parking Area. Run Wires Needed. Program System. Set Up system for Motion Alert.	<b>\$12,610.00</b>
	DC Integrations- Install Solar Powered Camera System on Pole at Boat Dock. Transmit Video Signal back to NVR.	<b>\$7,340.00</b>
	DC Integrations- Install Access Control System for Eagles Nest Clubhouse. Install 3 Point Access Control System with Electrified Locks and Proper Lock Sets. Hardware and Cable Run. Change Out Lock Sets as Well as Dead Bolt to Keyed Both Sides	<b>\$19,118.00</b>
	Sign Solutions- Installation/ Time and Materials- 3 Signs on Hardy Bay Loop/ 1 Sign on Penny Surf/ 1 Sign on Rally Springs Loop/ 1 Sign at Hardy Bay Loop & Forge Breeze Loop/ 1 Sign at Juning Cove & Penny Surf.	<b>\$550.00</b>
	Holliday Outdoor Decor- Annual Lease/ Stocking/ Z-Tree/ Toy Soldier/ Poinsettia/ Pole Trim Red	<b>\$5,041.30</b>
	Ricky Richards of Riverview Florida- Hog Nuisance for Trapping & Removal	<b>\$1,000 per month</b>
<b>SC-001057</b>	Cornerstone- Epperson Ponds B&C Sidewalk	<b>\$9,720.00</b>
<b>SC-001078</b>	Grandview- Bahia Sod for Eagle Lake Clubhouse	<b>\$28,860.00</b>