

Hacienda Lakes Community Development District

707 Orchid Drive, Naples, FL 34102
P. 239-269-1341

**BOARD OF SUPERVISORS
HACIENDA LAKES COMMUNITY
DEVELOPMENT DISTRICT**

Monday, June 19, 2017, 9:00 a.m.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

- I.** Roll Call.

- II.** Public Comments on Agenda Items.
 - A. Continuation to June 28, 2017.

- III.** Organizational Matters:
 - A. District Lake Maintenance Landscape Agreement with HOAs Exhibit 1
 - B. Lake Conveyance Documents for Consideration Exhibit 2
 - C. Landscape Maintenance Agreement with Toll for Azure Exhibit 3

- IV.** Administrative Matters:
 - A. Approval of Minutes of the June 19, 2017 Meeting. Exhibit 4
 - B. Acceptance of Fiscal Year 2015-2016 Audit. Exhibit 5

- V.** Business Matters
 - None to report at this time.

- VI.** Staff Reports.
 - A. Manager.
 - a. Public Hearing August 21, 2017 at Esplanade
 - b. Met with Esplanade Sales Staff

B. Legal Counsel.

C. Engineer.

VII. Public Comments.

VIII. Supervisors' Requests.

IX. Adjournment.

EXHIBIT 1.

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

HOA-CDD LAKE TRACT MAINTENANCE AGREEMENT

THIS HOA-CDD LAKE TRACT MAINTENANCE AGREEMENT (this “**Agreement**”) is made as of this _____ day of _____, 2017, by and between **AZURE AT HACIENDA LAKES HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Azure HOA**”) and **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT** (“**HLCDD**”). (Azure HOA and HLCDD are sometimes individually referred to herein as a “**Party**” or collectively referred to herein as the “**Parties**”).

RECITALS:

WHEREAS, HLCDD is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Collier County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain public community infrastructure including, but not limited to, roadway improvements, utilities, and landscaping and irrigation improvements; and

WHEREAS, Azure HOA is a private not-for-profit corporation formed pursuant to Chapter 720, Florida Statutes that owns and operates certain common facilities and amenity facilities within the Azure at Hacienda Lakes neighborhood, which neighborhood is located within jurisdictional boundaries of HLCDD; and

WHEREAS, HLCDD is the owner of those stormwater management lake tracts described on Exhibit “A” attached hereto and made a part hereof (“**Lake Tracts**”); and

WHEREAS, Azure HOA has planted certain cord grass and other similar style vegetation (“**Cord Grass**”) around the lakes located within the Lake Tracts for aesthetic purposes; and

WHEREAS, HLCDD is willing to allow such Cord Grass to remain within the Lake Tracts subject to the Parties’ memorialization of applicable maintenance responsibilities for various portions of the Lake Tracts as set forth herein; and

WHEREAS, in addition, the Parties desire to memorialize their understanding as to the maintenance of the recharge well relating to the stormwater management system.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and accurate and incorporated herein by reference.

2. **Maintenance Responsibilities.**

a. Subject to the terms of this Agreement, HLCDD hereby expressly consents to the Cord Grass installed by Azure HOA within the Lake Tracts in those locations existing as of the date of this Agreement. Azure HOA agrees that Azure HOA shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of that portion of each Lake Tract lying landward of the lake side edge of the Cord Grass in each Lake Tract ("**Azure HOA Maintenance Area**"). Such maintenance, repair and replacement shall include, without limitation, the repair of any erosion in said area and the maintenance, repair and replacement of the Cord Grass, grass, ground cover and any other vegetation in such area. The Azure HOA Maintenance Area (including the Cord Grass and all other landscaping) shall be kept in a good, neat and attractive condition. All such action by Azure HOA shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and any rules of HLCDD. Azure HOA understands and agrees that Azure HOA shall be required to budget for, fund, and complete the maintenance, repair, and replacement of the Azure HOA Maintenance Area and collect from the membership of Azure HOA for the maintenance, repair and replacement costs it is providing hereunder. During the term of this Agreement, Azure HOA shall have a non-exclusive license to enter upon the Lake Tracts to the extent reasonably necessary to carry out Azure HOA's obligations under this Agreement.

b. HLCDD shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of each Lake Tract from the lake side edge of the Cord Grass inward toward the lake, which maintenance, repair and replacement responsibility shall include the lake and any littoral plantings. For purposes of clarifying the responsibilities of Azure HOA and HLCDD hereunder, attached hereto and made a part hereof as **Exhibit "B"** is an illustration of a typical Lake Tract within Azure at Hacienda Lakes that shows the division of responsibilities between HLCDD and Azure HOA.

c. Azure HOA is the owner of the recharge well in the location attached hereto and made a part hereof as **Exhibit "C"**. The recharge well is required to be operated and maintained in accordance with applicable South Florida Water Management District ("SFWMD") permitting. Azure HOA shall be responsible, at its sole cost and expense, for the operation, maintenance, repair and replacement of the recharge well in accordance with applicable SFWMD permits and regulations.

3. **Modifications to Landscaping.** HLCDD reserves the right to modify, remove, replace and/or enhance the Cord Grass within a Lake Tract or any other landscaping within the Azure HOA Maintenance Area from time to time as deemed necessary by the HLCDD in HLCDD's sole discretion. Notwithstanding the same, however, prior to making any material modification or alteration to any Cord Grass within a Lake Tract or any other landscaping within the Azure HOA Maintenance Area, HLCDD shall provide prior written notice to Azure HOA of such intended action. Azure HOA shall also have the right to modify or enhance the Cord Grass within a Lake Tract or any other landscaping within the Azure HOA Maintenance Area consistent with the terms of this Agreement; provided, however, that Azure HOA may not make any material modification or material enhancement to the Cord Grass within a Lake Tract or any other landscaping within the Azure HOA Maintenance Area (including, without limitation, installation in additional areas, removal or replacement) without the prior written consent of HLCDD, which consent may be withheld in HLCDD's sole discretion.

4. **Corrective Action.** If either Party fails to perform in a timely manner its maintenance, repair and replacement obligations in this Agreement ("**Non-Performing Party**"), the other party ("**Notifying Party**") shall be entitled to notify the Non-Performing Party in writing specifying the

deficiencies and the action required to eliminate the same. Except in the event of an emergency as hereafter provided, the Non-Performing Party shall have a period of ten (10) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding thirty (30) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said ten (10) day period and provided that the Non-Performing Party commences corrective action within ten (10) days after receipt of said written notice from the Notifying Party and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the Non-Performing Party fails to commence and diligently complete the required corrective action, then the Notifying Party shall have the right (but not the obligation) for itself and employees, contractors and subcontractors, in addition to all other available rights and remedies, to enter upon the lands and improvements owned by the Non-Performing Party in order to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from the Notifying Party. Notwithstanding the foregoing, in the event of any emergency affecting a Lake Tract that the Notifying Party reasonably believes poses an immediate threat of damage or injury to person or property, the Notifying Party may enter upon the property of the Non-Performing Party, and may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury; provided that (i) the Notifying Party shall attempt to give the Non-Performing Party such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) the Notifying Party shall take only such steps as are reasonably necessary in order to prevent such damage or injury. The Non-Performing Party shall reimburse the Notifying Party for any costs and expenses incurred by the Notifying Party in taking corrective action under this Section within fifteen (15) days after written notice of the total amount of the corrective action is delivered to the Non-Performing Party. Said notice shall include invoices, statements, paid receipts or other evidence of the costs and expenses.

5. **Default.** In addition to, and not in lieu of, any other rights and remedies specifically set forth in this Agreement, in the event of a default by either party, the parties hereto shall have the rights all and the remedies permitted under the laws of the State of Florida.

6. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the Parties.

7. **Assignment.** This Agreement may not be assigned by Azure HOA or HLCDD without the prior written specific consent of the other Party, which consent may be withheld in that Party's sole and absolute discretion.

8. **Notices.** All notices made pursuant to this Agreement must be in writing and shall be effective upon actual receipt. Such notices shall be deemed received (i) upon delivery or refusal to accept in the case of hand delivery or by commercial overnight courier; (ii) upon transmittal in the case of facsimile (with confirmation) or email; or (iii) three (3) days following deposit with the United States Postal Service if sent by certified or registered mail, return receipt requested, addressed to the Party at its principal address.

9. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Sole and exclusive venue for any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Collier County, Florida.

10. **Prevailing Party.** The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

12. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the Parties.

13. **No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

AZURE HOA:

**AZURE AT HACIENDA LAKES
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Christian Adams, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Christian Adams, as President of AZURE AT HACIENDA LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who (____) is personally known to me or (____) has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(Notary Seal)

HLCDD:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Russ Weyer, Secretary

By: _____
Robert Mulhere, Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Robert Mulhere, as Chairman of HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

(Notary Seal)

Exhibit "A"
Location of Lakes

Exhibit “B”
Example Lake Tract Illustration

Exhibit "C"
Recharge Well Location

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
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Naples, Florida 34103
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HOA-CDD LAKE TRACT MAINTENANCE AGREEMENT

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RECITALS:

WHEREAS, HLCDD is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Collier County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain public community infrastructure including, but not limited to, roadway improvements, utilities, and landscaping and irrigation improvements; and

WHEREAS, Esplanade HOA is a private not-for-profit corporation formed pursuant to Chapter 720, Florida Statutes that owns and operates certain common facilities and amenity facilities within the Esplanade at Hacienda Lakes neighborhood, which neighborhood is located within jurisdictional boundaries of HLCDD; and

WHEREAS, HLCDD is the owner of those stormwater management lake tracts described on Exhibit “A” attached hereto and made a part hereof (“**Lake Tracts**”); and

WHEREAS, Esplanade HOA has planted certain cord grass and other similar style vegetation (“**Cord Grass**”) around the lakes located within the Lake Tracts for aesthetic purposes; and

WHEREAS, HLCDD is willing to allow such Cord Grass to remain within the Lake Tracts subject to the Parties’ memorialization of applicable maintenance responsibilities for various portions of the Lake Tracts as set forth herein; and

WHEREAS, in addition, the Parties desire to memorialize their understanding as to the maintenance of the recharge well relating to the stormwater management system.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and accurate and incorporated herein by reference.

2. **Maintenance Responsibilities.**

a. Subject to the terms of this Agreement, HLCDD hereby expressly consents to the Cord Grass installed by Esplanade HOA within the Lake Tracts in those locations existing as of the date of this Agreement. Esplanade HOA agrees that Esplanade HOA shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of that portion of each Lake Tract lying landward of the lake side edge of the Cord Grass in each Lake Tract ("**Esplanade HOA Maintenance Area**"). Such maintenance, repair and replacement shall include, without limitation, the repair of any erosion in said area and the maintenance, repair and replacement of the Cord Grass, grass, ground cover and any other vegetation in such area. The Esplanade HOA Maintenance Area (including the Cord Grass and all other landscaping) shall be kept in a good, neat and attractive condition. All such action by Esplanade HOA shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and any rules of HLCDD. Esplanade HOA understands and agrees that Esplanade HOA shall be required to budget for, fund, and complete the maintenance, repair, and replacement of the Esplanade HOA Maintenance Area and collect from the membership of Esplanade HOA for the maintenance, repair and replacement costs it is providing hereunder. During the term of this Agreement, Esplanade HOA shall have a non-exclusive license to enter upon the Lake Tracts to the extent reasonably necessary to carry out Esplanade HOA's obligations under this Agreement.

b. HLCDD shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of each Lake Tract from the lake side edge of the Cord Grass inward toward the lake, which maintenance, repair and replacement responsibility shall include the lake and any littoral plantings. For purposes of clarifying the responsibilities of Esplanade HOA and HLCDD hereunder, attached hereto and made a part hereof as **Exhibit "B"** is an illustration of a typical Lake Tract within Esplanade at Hacienda Lakes that shows the division of responsibilities between HLCDD and Esplanade HOA.

c. HLCDD is the owner of the recharge well in the location attached hereto and made a part hereof as **Exhibit "C"**. The recharge well is required to be operated and maintained in accordance with applicable South Florida Water Management District ("SFWMD") permitting. HLCDD shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the recharge well.

3. **Modifications to Landscaping.** HLCDD reserves the right to modify, remove, replace and/or enhance the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area from time to time as deemed necessary by the HLCDD in HLCDD's sole discretion. Notwithstanding the same, however, prior to making any material modification or alteration to any Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area, HLCDD shall provide prior written notice to Esplanade HOA of such intended action. Esplanade HOA shall also have the right to modify or enhance the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area consistent with the terms of this Agreement; provided, however, that Esplanade HOA may not make any material modification or material enhancement to the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area (including, without limitation, installation in additional areas, removal or replacement) without the prior written consent of HLCDD, which consent may be withheld in HLCDD's sole discretion.

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(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

ESPLANADE HOA:

**ESPLANADE AT HACIENDA LAKES
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Anthony J. Burdett, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Anthony J. Burdett, as President of ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(Notary Seal)

HLCDD:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Russ Weyer, Secretary

By: _____
Robert Mulhere, Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Robert Mulhere, as Chairman of HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

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Exhibit "A"
Location of Lakes

Exhibit “B”
Example Lake Tract Illustration

Exhibit "C"
Recharge Well Location

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without an opinion of title and
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~~2.3.~~ **Modifications to Landscaping.** HLCDD reserves the right to modify, remove, replace and/or enhance the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area from time to time as deemed necessary by the ~~HLCDD~~HLCDD in HLCDD's sole discretion. Notwithstanding the same, however, prior to making any material modification or alteration to any Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area, HLCDD shall provide prior written notice to Esplanade HOA of such intended action. Esplanade HOA shall also have the right to modify or enhance the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area consistent with the terms of this Agreement; provided, however, that Esplanade HOA may not make any material modification or material enhancement to the Cord Grass within a Lake Tract or any other landscaping within the Esplanade HOA Maintenance Area (including, without limitation, installation in additional areas, removal or replacement) without the prior written consent of HLCDD, which consent may be withheld in HLCDD's sole discretion.

~~3.4.~~ **Corrective Action.** If either Party fails to perform in a timely manner its maintenance, repair and replacement obligations in this Agreement ("**Non-Performing Party**"), the other party ("**Notifying Party**") shall be entitled to notify the Non-Performing Party in writing specifying the

deficiencies and the action required to eliminate the same. Except in the event of an emergency as hereafter provided, the Non-Performing Party shall have a period of ten (10) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding thirty (30) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said ten (10) day period and provided that the Non-Performing Party commences corrective action within ten (10) days after receipt of said written notice from the Notifying Party and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the Non-Performing Party fails to commence and diligently complete the required corrective action, then the Notifying Party shall have the right (but not the obligation) for itself and employees, contractors and subcontractors, in addition to all other available rights and remedies, to enter upon the lands and improvements owned by the Non-Performing Party in order to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from the Notifying Party. Notwithstanding the foregoing, in the event of any emergency affecting a Lake Tract that the Notifying Party reasonably believes poses an immediate threat of damage or injury to person or property, the Notifying Party may enter upon the property of the Non-Performing Party, and may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury; provided that (i) the Notifying Party shall attempt to give the Non-Performing Party such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) the Notifying Party shall take only such steps as are reasonably necessary in order to prevent such damage or injury. The Non-Performing Party shall reimburse the Notifying Party for any costs and expenses incurred by the Notifying Party in taking corrective action under this Section within fifteen (15) days after written notice of the total amount of the corrective action is delivered to the Non-Performing Party. Said notice shall include invoices, statements, paid receipts or other evidence of the costs and expenses.

4.5. Default. In addition to, and not in lieu of, any other rights and remedies specifically set forth in this Agreement, in the event of a default by either party, the parties hereto shall have the rights all and the remedies permitted under the laws of the State of Florida.

5.6. Amendments. This Agreement may not be changed, modified or terminated, except by an instrument executed by the Parties.

6.7. Assignment. This Agreement may not be assigned by Esplanade HOA or HLCDD without the prior written specific consent of the other Party, which consent may be withheld in that Party's sole and absolute discretion.

7.8. Notices. All notices made pursuant to this Agreement must be in writing and shall be effective upon actual receipt. Such notices shall be deemed received (i) upon delivery or refusal to accept in the case of hand delivery or by commercial overnight courier; (ii) upon transmittal in the case of facsimile (with confirmation) or email; or (iii) three (3) days following deposit with the United States Postal Service if sent by certified or registered mail, return receipt requested, addressed to the Party at its principal address.

8.9. Governing Law. This Agreement is made and shall be governed and construed by the laws of the State of Florida. Sole and exclusive venue for any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Collier County, Florida.

9.10. Prevailing Party. The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.

10.11. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

~~11~~.12. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the Parties.

~~12~~.13. **No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

ESPLANADE HOA:

**ESPLANADE AT HACIENDA LAKES
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Anthony J. Burdett, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Anthony J. Burdett, as President of ESPLANADE AT HACIENDA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

(Notary Seal)

HLCDD:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Russ Weyer, Secretary

By: _____
Robert Mulhere, Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Robert Mulhere, as Chairman of HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

(Notary Seal)

Exhibit "A"
Location of Lakes

Exhibit “AB”
Example Lake Tract Illustration

Exhibit "C"
Recharge Well Location

EXHIBIT 2.

This instrument was prepared without an opinion of title and after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

Consideration: \$10.00

(space above this line for recording data)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2017 between **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, whose post office address is 551 N. Cattlemen Road, Suite 200, Sarasota, FL 34232, as grantor ("**Grantor**"), and **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes, whose address is c/o Real Estate Econometrics, Inc., 707 Orchid Drive, Suite 100, Naples, FL 34102, as grantee ("**Grantee**").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Collier County, Florida** to-wit:

See Exhibit "A" attached hereto and made a part hereof

Subject to: real estate taxes for the year 2017 and subsequent years; zoning, building code and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral rights of record, if any; any restrictions, reservations and easements common to the subdivision.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And, Grantor hereby covenants with Grantee that Grantor is lawfully seized of land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

GRANTOR:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

WITNESSES:

Signature
Printed Name: _____

By: _____

Name: _____

Title: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ of _____, 2017, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"

Tracts L1, L2, L3, L4, and L5, Esplanade at Hacienda Lakes Phase One, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 1 through 9, of the Public Records of Collier County, Florida.

and

Tract L6, Esplanade at Hacienda Lakes Phase 2A, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 97 through 98, of the Public Records of Collier County, Florida.

and

Tract L7, Esplanade at Hacienda Lakes Phase 2B, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 39 through 40, of the Public Records of Collier County, Florida.

BILL OF SALE, ABSOLUTE
Taylor Morrison of Florida, Inc.
Esplanade at Hacienda Lakes
Surface Water Management and Drainage Improvements

On this ___ day of _____, 2017, **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, authorized to conduct its affairs in the State of Florida (“Grantor”), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“Grantee”), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

All of the personalty, fixtures and improvements described on Exhibit “A” attached (the “Transferred Improvements”), lying within or on the land, more particularly described on Exhibit “B” attached (the “Property”)

together with appurtenant easement rights for the operation, installation and maintenance of the Transferred Improvements over, under and upon the Property.

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

Further, Grantor assigns to Grantee any and all of Assignor’s right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Grantor has executed this Bill of Sale on the day and year written above.

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Witnesses:

By: _____

Signature
Printed Name: _____

Name: _____

Title: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ of _____, 2017, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the company, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

EXHIBIT "A"
TRANSFERRED IMPROVEMENTS
Taylor Morrison of Florida, Inc.
Esplanade at Hacienda Lakes
Surface Water Management and Drainage Improvements

Surface water management and drainage infrastructure and improvements located within the following described real property:

Tracts L1, L2, L3, L4, and L5, Esplanade at Hacienda Lakes Phase One, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 1 through 9, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase One, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 1 through 9, in the Public Records of Collier County, Florida.

and

Tract L6, Esplanade at Hacienda Lakes Phase 2A, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 97 through 98, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase 2A, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 97 through 98, in the Public Records of Collier County, Florida.

and

Tract L7, Esplanade at Hacienda Lakes Phase 2B, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 39 through 40, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase 2B, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 39 through 40, in the Public Records of Collier County, Florida.

OWNER'S AFFIDAVIT
Taylor Morrison of Florida, Inc.
Esplanade at Hacienda Lakes
Surface Water Management and Drainage Improvements

STATE OF FLORIDA
COUNTY OF _____

I, _____, _____ of Taylor Morrison of Florida, Inc., a Florida corporation, state as follows:

1. My name is _____. I am over the age of twenty-one (21) years, and have personal current knowledge of the facts asserted in this Affidavit.
2. Taylor Morrison of Florida, Inc., a Florida corporation (“Company”), is the owner of certain surface water management and drainage improvements (the “Improvements”) located within, through, and/or on the real property legally described on the attached **Exhibit “A”** (the “Property”), which are being conveyed to Hacienda Lakes Community Development District.
3. All persons, firms, and corporations, including the general contractor, all materialmen, and suppliers who have furnished services, labor or materials in the construction and installation of the Improvements on the Property within the scope of this requisition have been paid in full and that such portion of the work has been fully completed and unconditionally accepted by the Company.
4. No claims have been made to the Company, nor is any suit now pending on behalf of any contractor, subcontractor, supplier, laborer or materialman, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the Improvements placed upon or installed in or on the Property. All of the work performed on the Improvements is free and clear of all liens or claims.
5. The Improvements contained within the Property are not included in, encumbered by, or subject to any real property mortgage, chattel mortgage, security agreement, Uniform Commercial Code Financing Statement, or other encumbrance.
6. The Company, as the legal owner of the Improvements, and for valuable consideration shall hold Hacienda Lakes Community Development District harmless against any lien, claim or suit by any general contractor, subcontractor, supplier, mechanic or materialman, and against chattel mortgages, mortgages, liens, security interests or other encumbrances affecting the Improvements.

(remainder of page intentionally left blank)

DATED this ____ day of _____, 2017.

_____, _____
of Taylor Morrison of Florida, Inc., a Florida
corporation

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me on this ____ day of _____ 2017,
by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida
corporation, who () is personally known to me or () has produced _____ as
evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

Surface Water Management and Drainage Improvements

Tracts L1, L2, L3, L4, and L5, Esplanade at Hacienda Lakes Phase One, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 1 through 9, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase One, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 1 through 9, in the Public Records of Collier County, Florida.

and

Tract L6, Esplanade at Hacienda Lakes Phase 2A, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 97 through 98, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase 2A, a subdivision according to the plat thereof recorded in Plat Book 61, Pages 97 through 98, in the Public Records of Collier County, Florida.

and

Tract L7, Esplanade at Hacienda Lakes Phase 2B, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 39 through 40, of the Public Records of Collier County, Florida.

and

Drainage Easements (D.E.) as shown on the plat of Esplanade at Hacienda Lakes Phase 2B, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 39 through 40, in the Public Records of Collier County, Florida.

EXHIBIT 3.

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY LANDSCAPE MAINTENANCE AGREEMENT (this "**Agreement**") is made as of this _____ day of _____, 2017, by and between **AZURE AT HACIENDA LAKES HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Azure HOA**") and **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT** ("**HLCDD**"). (Azure HOA and HLCDD are sometimes individually referred to herein as a "**Party**" or collectively referred to herein as the "**Parties**").

RECITALS:

WHEREAS, HLCDD is a local unit of special-purpose government established by ordinance adopted by the Board of County Commissioners of Collier County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The District has the authority to, among other things, plan, finance, construct, operate, and maintain certain public community infrastructure including, but not limited to, roadway improvements, utilities, and landscaping and irrigation improvements; and

WHEREAS, Azure HOA is a private not-for-profit corporation formed pursuant to Chapter 720, Florida Statutes that owns and operates certain common facilities and amenity facilities within the Azure at Hacienda Lakes neighborhood, which neighborhood is located within jurisdictional boundaries of HLCDD; and

WHEREAS, Toll FL XIII Limited Partnership, a Florida limited partnership has, or will be, conveying by Special Warranty Deed the following portion of Rattlesnake-Hammock Road in fee simple to HLCDD (the "**Road Parcel**");

Tract R1, Azure at Hacienda Lakes, a subdivision according to the plat thereof recorded in Plat Book 62, Pages 13 through 21, of the Public Records of Collier County, Florida;
and

WHEREAS, it is not anticipated that Collier County will accept the Road Parcel as part of Collier's County public right-of-way for future maintenance purposes; and

WHEREAS, notwithstanding the conveyance of the Road Parcel and the improvements thereon to HLCDD, Azure HOA desires to be solely responsible for the maintenance, repair and replacement for the landscaping (and accompanying irrigation improvements) in the Road Parcel as provided herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and accurate and incorporated herein by reference.

2. **Maintenance of Landscaping within Road Parcel.** Azure HOA shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing any and all landscaping which may be now or hereinafter located within the Road Parcel, including any irrigation lines located within the Road Parcel. The landscaping in the Road Parcel shall be kept by Azure HOA in a good, neat and attractive condition. All such action by Azure HOA shall be performed in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and any rules of HLCDD. Azure HOA understands and agrees that Azure HOA shall be required to budget for, fund, and complete the maintenance, repair, and replacement of the landscaping within the Road Parcel and Azure HOA shall assess and collect from the membership of Azure HOA for the maintenance, repair and replacement costs it is providing hereunder. Azure HOA shall maintain any records for the landscaping separate and apart from its other association records and have such records available for inspection by HLCDD upon request. For purposes of carrying out its obligations under this Agreement, Azure HOA shall have a non-exclusive license to enter upon the Road Parcel to the extent reasonably necessary to carry out Azure HOA's obligations under this Agreement.

3. **Modifications to Existing Landscaping.** Esplanade HOA shall have the right to modify or enhance the landscaping within the Road Parcel consistent with the terms of this Agreement; provided, however, that Azure HOA may not make any material modification or material enhancement to the landscaping without the prior written consent of HLCDD, which consent may be withheld in HLCDD's reasonable discretion. HLCDD reserves the right to modify, replace or enhance the landscaping located within the Road Parcel from time to time in HLCDD's discretion. Notwithstanding the same, however, provided that Azure HOA is not in default in its obligations hereunder, prior to making any material modification or material alteration to any landscaping improvements in the Road Parcel, HLCDD shall submit its proposed plans to Azure HOA for its approval, which approval may be withheld in Azure HOA's sole and exclusive discretion.

4. **Provision of Irrigation Water.** Irrigation water for the landscaping within the Road Parcel will be supplied by Azure HOA. Azure HOA shall, at its sole cost and expense, provide and supply irrigation water necessary to properly maintain the landscaping within the Road Parcel. Azure HOA shall be responsible, at its sole cost and expense, for (i) maintaining any irrigation lines outside of the Road Parcel that convey such irrigation water to the Road Parcel and (ii) making and maintaining the connection(s) to the irrigation lines within the Road Parcel to supply the irrigation water.

5. **Corrective Action.** If Azure HOA fails to perform in a timely manner its maintenance, repair and replacement obligations in this Agreement, HLCDD shall be entitled to notify Azure HOA in writing specifying the deficiencies and the action required to eliminate the same. Except in the event of an emergency as hereafter provided, Azure HOA shall have a period of ten (10) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding thirty (30) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said ten (10) day period and provided that Azure HOA commences corrective action within ten (10) days after receipt of said written notice from HLCDD and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If Azure HOA fails to commence and diligently complete the required corrective action, then HLCDD shall have the right (but not the obligation) for itself and employees, contractors and subcontractors, in addition to all other available

rights and remedies, to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from HLCDD. Notwithstanding the foregoing, in the event of any emergency affecting the Road Parcel (including, without limitation, an emergency relating to the irrigation system affecting the Road Parcel) that HLCDD reasonably believes poses an immediate threat of damage or injury to person or property, HLCDD may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury; provided that HLCDD shall attempt to give Azure HOA such prior notice as is practicable under the circumstances (which notice may be oral). Azure HOA shall reimburse HLCDD for any costs and expenses incurred by HLCDD in taking corrective action under this Section within fifteen (15) days after written notice of the total amount of the corrective action is delivered to Azure HOA. Said notice shall include invoices, statements, paid receipts or other evidence of the costs and expenses.

6. **Default.** In addition to, and not in lieu of, any other rights and remedies specifically set forth in this Agreement, in the event of a default by either party, the parties hereto shall have the rights all and the remedies permitted under the laws of the State of Florida.

7. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the Parties.

8. **Assignment.** This Agreement may not be assigned by Azure HOA or HLCDD without the prior written specific consent of the other Party, which consent may be withheld in that Party's sole and absolute discretion.

9. **Public Records.** Azure HOA understands and agrees that all documents of any kind provided to HLCDD in connection with this Agreement may be public records, and, accordingly, Azure HOA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Azure HOA acknowledges that the designated public records custodian for HLCDD is Russ Weyer ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Azure HOA shall 1) keep and maintain public records required by HLCDD to perform the Services; 2) upon request by the Public Records Custodian, provide HLCDD with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if Azure HOA does not transfer the records to the Public Records Custodian of HLCDD; and 4) upon completion of the Agreement, transfer to HLCDD, at no cost, all public records in Azure HOA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Azure HOA, Azure HOA shall 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 HLCDD in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Azure HOA to comply with Section 119.0701, Florida Statutes may subject Azure HOA to penalties under Section 119.10, Florida Statutes. Further, in the event Azure HOA fails to comply with this Section or Section 119.0701, Florida Statutes, HLCDD shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF AZURE HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO AZURE HOA'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (RUSS WEYER C/O REAL ESTATE ECONOMETRICS, INC.) AT (239) 269-1341, RWEYER@REE-I.COM, OR 707 ORCHID DRIVE, SUITE 100, NAPLES, FL 34102.

10. **Notices.** All notices made pursuant to this Agreement must be in writing and shall be effective upon actual receipt. Such notices shall be deemed received (i) upon delivery or refusal to accept in the case of hand delivery or by commercial overnight courier; (ii) upon transmittal in the case of facsimile (with confirmation) or email; or (iii) three (3) days following deposit with the United States Postal Service if sent by certified or registered mail, return receipt requested, addressed to the Party at its principal address.

11. **Governing Law.** This Agreement is made and shall be governed and construed by the laws of the State of Florida. Sole and exclusive venue for any litigation arising out of this Agreement shall be in the State court of appropriate jurisdiction in Collier County, Florida.

12. **Prevailing Party.** The prevailing party in any litigation involving this Agreement shall be entitled to recover from the non-prevailing party all attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.

13. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

14. **Counterparts.** This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the Parties.

15. **No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement.

(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

AZURE HOA:

**AZURE AT HACIENDA LAKES
HOMEOWNERS' ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: _____
Christian Adams, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Christian Adams, as President of AZURE AT HACIENDA LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

(Notary Seal)

HLCDD:

**HACIENDA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

Russ Weyer, Secretary

By: _____
Robert Mulhere, Chairman

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this _____ day of _____, 2017, by Robert Mulhere, as Chairman of HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who (___) is personally known to me or (___) has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

(Notary Seal)

EXHIBIT 4.

1 **HACIENDA LAKES COMMUNITY DEVELOPMENT DISTRICT**
2 **Suite 100, 707 Orchid Drive**
3 **Naples, FL 34102#**

4
5
6 **MINUTES OF MEETING**

7
8 **Board of Supervisors Meeting**
9 **Friday, June 9, 2017, 9:10 a.m.**
10 **4001 N. Tamiami Trail, Suite 300**
11 **Naples, FL 34103**

12
13
14 Present and constituting a quorum were:

| | | |
|----|-----------------------|---------------------------------|
| 15 | | |
| 16 | Maritza Aguiar | Board Member |
| 17 | Dwight Nadeau | Board Member |
| 18 | Tom Bothe | Board Member (Arrived as noted) |
| 19 | Clifford "Chip" Olson | Board Member |
| 20 | | |

21 Absent was:

| | | |
|----|-------------|--------------|
| 22 | | |
| 23 | Bob Mulhere | Board Member |
| 24 | | |

25 Also present were:

| | | |
|----|---------------|--|
| 26 | | |
| 27 | Russ Weyer | District Manager, Real Estate Econometrics, Inc. |
| 28 | Greg Urbancic | District Counsel, |
| 29 | | Coleman, Yovanovich & Koester, P.A. |
| 30 | Terry Cole | District Engineer, Hole Montes |
| 31 | David Torres | Hacienda Lakes of Naples, LLC (By Telephone) |
| 32 | | |

33
34 **FIRST ORDER OF BUSINESS**

Call to Order and Roll Call

35
36 Mr. Weyer called the meeting to order and proceeded with the roll call. The members in
37 attendance are as outlined above.

38
39
40 **SECOND ORDER OF BUSINESS**

41
42 Mr. Weyer noted that the Florida Statutes require that there be an opportunity for Public
43 Comment. No comments were forthcoming from the public in attendance.

1 **THIRD ORDER OF BUSINESS**

Organizational Matters

2
3 **A. Consideration of Resolution 2016-1: A Resolution of the Board of Supervisors of**
4 **Hacienda Lakes Community Development District approving a proposed budget for**
5 **Fiscal Year 2016-2017 and setting a public hearing thereon pursuant to Florida**
6 **Law.**

7
8 Mr. Weyer pointed out that this meeting needed to be held prior to June 15th by Florida
9 Statue and that the Board is setting the ceiling for the FY 2017-2018 Operations &
10 Maintenance Budget plus setting a public hearing date that exceeds the minimum 60-day
11 period before the final budget can be adopted. The public hearing date will be 9 a.m. on
12 Monday, August 21st at the Esplanade Clubhouse like last year.

13
14 Mr. Weyer said that the two appendices attached to the resolution show the budget as
15 proposed and the last two years of budgets for comparison.

16
17 (Mr. Bothe arrived at this time.)

18
19 Mr. Weyer then went through the budget line item by line item. Administrative costs
20 were increased for the support staff based on this last two years of history. He noted that
21 Real Estate Econometrics, Inc. has a proposal in front of the Board for consideration that
22 will increase the management monthly fee by \$500.

23
24 Field operations increased in the mulching line item for two applications and he has
25 increased the irrigation repairs line item due to historical data and discounting of the
26 inordinate amount of repairs that happened this past year related to the utilities being
27 installed from 951 to the new Azure neighborhood. The lift station has been turned over
28 to the County. The remaining items were discussed. Total is now \$268,875. Mr.
29 Nadeau pointed out that this budget is an increase of about \$43,000 – a 15% increase. He
30 said that the budget looks good as what was presented is transparent. He asked about the
31 impact on the budget of Lord’s Way coming into the District.

32
33 The Lord’s Way impact to the District’s costs was discussed. Tract N will have lake
34 maintenance for its one lake and Lord’s Way road will be in the District so will
35 ultimately require roadway maintenance. Mr. Torres said that the roadway maintenance
36 will require the drainage under the road to be maintained. He suggested that the HOAs
37 for the apartment complex and Tract N should take care of the landscaping along Lord’s
38 Way. Mr. Weyer suggested that the District establish an interlocal agreement with the
39 HOAs once they are established. The apartment won’t have an HOA so the agreement
40 will be with the ownership and Mr. Torres said that he will establish the HOA for Tract N
41 shortly.

42
43 Lake maintenance should start in February of next year according to Mr. Torres.

1 Mr. Bothe asked if paving would need to be done on that road. Mr. Torres said
2 absolutely and the road will be completed prior to turnover to the District. Mr. Weyer
3 asked about the ownership of the road and what will be conveyed will be the back part of
4 the road.

5
6 Mr. Torres said the big winner is the Florida Sports Park.
7

8 Mr. Cole asked why the Sable Palm Culverts cleaning budget went down. Mr. Torres
9 and Mr. Cole said that \$1,000 is not enough. Mr. Cole said that the District should keep
10 the cleaning amount at \$5,000.
11

12 Mr. Urbancic asked about the Toll landscaping agreement and how that would affect the
13 budget. Mr. Weyer met with Chris Adams from Toll last week and Mr. Adams said that
14 Toll will take over the entire responsibility of maintaining the entry road from the
15 intersection past their entryway to the edge of the school site.
16

17 Mr. Bothe asked about the electricity for the lighting at the entrance. Mr. Weyer said that
18 the electricity for the entryway signage is included in the budget.
19

20 No further discussion was held.
21

22 On MOTION by Mr. Olson with the increase in Sable Palm Culverts maintenance to \$5,000 and
23 seconded by Mr. Bothe, with all in favor, the Board of Supervisors of the Hacienda Lakes
24 Community Development District adopted Resolution 2017-1 approving the proposed FY 2017-
25 2018 Preliminary Budget and providing for an effective public hearing date.

26
27 **B. Ratification of the Proposed Amendment to the Lake Masters Agreement.**
28

29 Mr. Weyer presented the proposed amendment to the Lake Masters lake maintenance
30 agreement. He said that this agreement adds the eight (8) lakes located in the new Azure
31 neighborhood. Mr. Urbancic said that we need to create an amendment that spells out the
32 required public records language but that can be done separately but needs to be a part of
33 this agreement.
34

35 Mr. Cole said we need to get a copy of the letters of acceptance of the lake cross sections
36 and the lake cross section drawings and he doesn't think that we got them from Taylor
37 Morrison either. Mr. Torres recommended that Mr. Cole call Jackie at Waldrop to get
38 those excavation permits.
39

40 On MOTION by Mr. Nadeau with adding the public records amendment and seconded by Ms.
41 Aguiar, with all in favor, the Board of Supervisors of the Hacienda Lakes Community
42 Development District ratified the proposed amendment to the Lake Masters Agreement.
43

44 **C. Consideration of the District's Lake Maintenance Landscape Agreement with**
45 **neighborhood HOAs within District boundaries.**
46

1 Mr. Weyer said that the Board will consider this agreement in form only at this time. Mr.
2 Urbancic noted that this agreement is the result of a meeting held with the Taylor
3 Morrison people and Mr. Urbancic, Mr. Cole and Mr.
4 Weyer. In addition, Mr. Weyer said that the Taylor Morrison HOA landscape people, the
5 HOA management company, Lake Masters and Mr. Weyer and the Toll HOA people met
6 on site to go over what each group will be maintaining. Everyone is in agreement.
7

8 Mr. Bothe said that the Esplanade HOA has already trimmed the cord grass and it looks
9 good.
10

11 Mr. Weyer pointed out that the lakes are dedicated to the District on the plats however
12 Mr. Urbancic said that we need to complete the dedication with the deed.
13

14 Mr. Torres said that the recharge wells need to be discussed between the District and
15 HOAs. He always envisioned that the Developer would build them and the District
16 would maintain them. He noted that Esplanade had one and that the would be recharging
17 the lakes over and above what they require since all of the lakes are interconnected. Mr.
18 Weyer asked if Toll had one as well. Mr. Torres confirmed that they do but wasn't sure
19 if they have even put it in yet.
20

21 Mr. Cole suggested that the District is the holder of the water management permit and the
22 CDD should be the entity responsible. Mr. Weyer suggested that maybe they own them
23 but the District should calibrate them since we own the permit.
24

25 Mr. Nadeau asked how much a pump would cost to replace and how often that may
26 happen. Mr. Cole said that they could cost a few thousand dollars and they last two to
27 three years.
28

29 Mr. Torres suggested that we include the pumps in this agreement and go from there. He
30 does not worry as much about the Toll pump bit the one at Esplanade needs to be in
31 there.
32

33 Mr. Urbancic suggested that he puts the well language into the agreement and bring it
34 along with the deed back to the Board for consideration at the June 19th meeting.
35

36 **D. Consideration of Amendment to the Real Estate Econometrics, Inc. District**
37 **Management Agreement.**
38

39 Mr. Weyer talked about this earlier in the meeting in that he is spending a greater amount
40 of time on the District as it grows in size. He pointed out that it has been two years since
41 the last increase.
42

43 There was no discussion.
44
45

1 On MOTION by Mr. Olson with adding the public records language and seconded by Mr. Bothe,
2 with all in favor, the Board of Supervisors of the Hacienda Lakes Community Development
3 District approved the amendment to the Real Estate Econometrics agreement.

4
5
6 **FOURTH ORDER OF BUSINESS**

Administrative Matters

7
8
9 **A. Approval of Minutes of the April 17, 2017 Board of Supervisors' Meeting**

10 Mr. Weyer presented the minutes from the February 17, 2017 Board of Supervisors
11 Meeting. There were no changes or corrections brought forth
12
13

14 On MOTION by Mr. Nadeau and seconded by Ms. Aguiar, with all in favor, the Board of
15 Supervisors of the Hacienda Lakes Community Development District approved the Minutes of
16 the April 17, 2017 Board of Supervisors Meeting.

17
18 **B. Consideration of Financial Statements through May 31, 2017**

19
20 Mr. Weyer said that the District is financially moving along. The balance sheet wasn't
21 included in this report as it is still not where it should be but will be all caught up once
22 the audit is complete. He also noted that the assessments don't match the budget
23 although all the assessments are in. The reason is that approximately \$40,000 of the
24 assessments were paid in September of last year and don't show up yet. They will show
25 up once FY 2016-2017 is completed. All of the assessments that were on the tax roll
26 have been received.

27
28 There were no further questions.
29

30 On MOTION by Ms. Aguiar and seconded by Mr. Olson, with all in favor, the Board of
31 Supervisors of the Hacienda Lakes Community Development District accepted the District's
32 Financial Statements through May 31, 2017.

33
34
35 **FIFTH ORDER OF BUSINESS**

Business Matters

36
37 There were no business matters to consider.
38
39

1 **SIXTH ORDER OF BUSINESS**

Staff Reports

2
3 **Manager’s Report –**

- 4
- 5 1. Lake Maintenance. Mr. Weyer reported on the lake maintenance issue previously. He
6 did report that he is setting up meetings with the various sales staffs at Hacienda Lakes to
7 tell the CDD story to the sales people who work at HL to prevent confusion further down
8 the line.
9
 - 10 2. Audit Update. Mr. Weyer said that a draft of the audit should be available for the June
11 19th meeting..
12
 - 13 3. Joint Legislative Response. Mr. Weyer pointed to the District’s response to the Joint
14 Legislative letter to the District requesting information as to why the last three audits
15 came in after the deadline. We are waiting for their response.
16
 - 17 4. Number of Registered Voters. There are currently 100 registered voters living within the
18 boundaries of the District according to the Collier County Supervisor of Elections. Mr.
19 Urbancic said that this is a statutory requirement. Mr. Bothe asked why do we have to do
20 this. Mr. Urbancic said that when the District reaches 250 voters or 6 years, then we start
21 electing more residents to the Board.
22

23 **Attorney’s Report –**

24
25 Mr. Urbancic said that he had nothing further to report.
26

27 **Engineer’s Report –**

28
29 Mr. Cole said Mr. Torres is in the process of having Forge Engineering test the pavement
30 and structural analysis of the paving so that Collier County will take Phase One.
31

32 Mr. Cole was on site yesterday and noticed that the lakes are still two feet below where
33 they should be. Hacienda Lakes has a control elevation of 10 versus a control elevation
34 of 2 at Fiddler’s Creek.
35

36 Mr. Weyer showed photos of the lakes and indicated where the maintenance line will be.
37 He also showed a photo of the public hearing sign that is still up. It needs to come down.
38

39 Mr. Weyer pointed out the number of signs that are showing up in the District easement
40 along the boulevard. Mr. Torres said he thought it may be in a statute where you can’t
41 put signage on government property.
42

43 **SEVENTH ORDER OF BUSINESS**

Public Comment

44
45 There was no further public comment.
46

1 **EIGHTH ORDER OF BUSINESS**

Supervisors' Requests

2

3 There were no requests.

4

5 **EIGHTH ORDER OF BUSINESS**

Adjournment

6

7 On MOTION by Mr. Bothe and seconded by Mr. Olson, with all in favor, the meeting of the
8 Board of Supervisors of the Hacienda Lakes Community Development District was adjourned.

9

10

11

12

13

14 _____
Secretary/Assistant Secretary

_____ Chairperson/Vice-Chairperson

15

16

17

18

19 _____
Print Name

_____ Print Name

20

EXHIBIT 5.

Hacienda Lakes CDD
Balance Sheet by Class
As of September 30, 2016

| | 1. General Fund | 2. DS2014 Fund | 3. DS2015 Fund | 4. DS2016 Fund | 8. Capital Projects | TOTAL |
|---|------------------|--------------------|-------------------|-------------------|---------------------|---------------------|
| ASSETS | | | | | | |
| Current Assets | | | | | | |
| Checking/Savings | | | | | | |
| 1101000 - Cash | 54,707.67 | 235,714.28 | 0.00 | 0.00 | 0.00 | 290,421.95 |
| 2151000 - Revenue Trust Acct -Series 2014 | 0.00 | 138,604.42 | 0.00 | 0.00 | 33.78 | 138,638.20 |
| 2151004 - Reserve Trust Fund -Series 2014 | 0.00 | 412,171.88 | 0.00 | 0.00 | 0.00 | 412,171.88 |
| 2151007 - Assmnt Prepayment - Series 2014 | 0.00 | 21,869.98 | 0.00 | 0.00 | 0.00 | 21,869.98 |
| 3572000 - Note Payment-Series 2015 | 0.00 | 0.00 | -12,153.89 | 0.00 | 12,153.89 | 0.00 |
| 4151000 - Revenue TrustAcct-Series 2016 | 0.00 | 0.00 | 0.00 | 1.63 | 0.00 | 1.63 |
| 4151001 - Interest Trust Fund-Series 2016 | 0.00 | 0.00 | 0.00 | 90,205.73 | 0.00 | 90,205.73 |
| 4151004 - Reserve Trust Fund-Series 2016 | 0.00 | 0.00 | 0.00 | 603,221.88 | 0.00 | 603,221.88 |
| 4151006 - Cost of Issuance - Series 2016 | 0.00 | 0.00 | 0.00 | 4,263.44 | 0.00 | 4,263.44 |
| 8151030 - DS2014 Construction Trust Fund | 0.00 | 303.23 | 0.00 | 0.00 | -303.23 | 0.00 |
| 8151040 - DS2016 Construction Trust Fund | 0.00 | 0.00 | 0.00 | 0.00 | 4,930,839.64 | 4,930,839.64 |
| Total Checking/Savings | 54,707.67 | 808,663.79 | -12,153.89 | 697,692.68 | 4,942,724.08 | 6,491,634.33 |
| Accounts Receivable | | | | | | |
| 2125000 - Interest Receivable | 0.00 | -0.01 | 0.00 | 0.00 | 0.00 | -0.01 |
| Total Accounts Receivable | 0.00 | -0.01 | 0.00 | 0.00 | 0.00 | -0.01 |
| Other Current Assets | | | | | | |
| 1156100 - Utility Deposits | 2,185.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,185.00 |
| Total Other Current Assets | 2,185.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,185.00 |
| Total Current Assets | 56,892.67 | 808,663.78 | -12,153.89 | 697,692.68 | 4,942,724.08 | 6,493,819.32 |
| TOTAL ASSETS | 56,892.67 | 808,663.78 | -12,153.89 | 697,692.68 | 4,942,724.08 | 6,493,819.32 |
| LIABILITIES & EQUITY | | | | | | |
| Liabilities | | | | | | |
| Current Liabilities | | | | | | |
| Accounts Payable | | | | | | |
| 1202000 - Accounts Payable | 3,279.75 | 201,239.50 | 0.00 | 0.00 | 0.00 | 204,519.25 |
| Total Accounts Payable | 3,279.75 | 201,239.50 | 0.00 | 0.00 | 0.00 | 204,519.25 |
| Other Current Liabilities | | | | | | |
| 1207001 - DTFD - Due to Debt Service Fund | -7,675.61 | 7,675.61 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2223000 - 2223000 - Unearned Revenue | 0.00 | 10,756.00 | 0.00 | 0.00 | 0.00 | 10,756.00 |
| Total Other Current Liabilities | -7,675.61 | 18,431.61 | 0.00 | 0.00 | 0.00 | 10,756.00 |
| Total Current Liabilities | -4,395.86 | 219,671.11 | 0.00 | 0.00 | 0.00 | 215,275.25 |
| Total Liabilities | -4,395.86 | 219,671.11 | 0.00 | 0.00 | 0.00 | 215,275.25 |
| Equity | | | | | | |
| 120000 - Retained Earnings | 15,486.35 | 8,417.48 | 1.94 | 0.00 | 12,132.97 | 36,038.74 |
| 1271000 - Fund Balance- Unreserved | 47,239.01 | 0.00 | 0.00 | 0.00 | 0.00 | 47,239.01 |
| 2271000 - DS Fund Balance Unreserved | 0.00 | 802,798.99 | 0.00 | 0.00 | 0.00 | 802,798.99 |
| 8271000 - Fund Balance Unreserved | 0.00 | 210.49 | 0.00 | 0.00 | 0.00 | 210.49 |
| Net Income | -1,456.45 | -222,665.12 | -12,158.67 | 697,934.50 | 4,930,387.13 | 5,392,256.84 |
| Total Equity | 61,268.91 | 588,761.84 | -12,156.73 | 697,934.50 | 4,942,520.10 | 6,278,544.07 |
| TOTAL LIABILITIES & EQUITY | 56,873.05 | 808,432.95 | -12,156.73 | 697,934.50 | 4,942,520.10 | 6,493,819.32 |
| UNBALANCED CLASSES | 19.62 | 230.83 | 2.84 | -241.82 | 203.98 | 0.00 |