



Rizzetta & Company

Connerton East Community Development District

Board of Supervisors' Meeting

May 14, 2024

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

Connertoneastcdd.org

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, FL 33588
www.connertoneastcdd.org

District Board of Supervisors

Kelly Evans	Chair
Lori Campagna	Vice Chair
Paulo Beckert	Assistant Secretary
Chris Smith	Assistant Secretary
Charlie Peterson	Assistant Secretary

District Manager Debby Wallace Rizzetta & Company, Inc.

District Counsel John Vericker Straley, Robin & Vericker

District Engineer Brian Surak Clearview Land Design

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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

May 8, 2024

Board of Supervisors
**Connerton East Community
Development District**

REVISED AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Connerton East Community Development District will be held on May 14, 2024 at 9:00 a.m., at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Regular Board of Supervisors Meeting Minutes for April 9, 2024 Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for March 2024 Tab 2
- 4. BUSINESS ITEMS**
 - A. Presentation of Fiscal Year 2024/2025 Proposed Budget Tab 3
 - i. Consideration of Resolution 2024-02; Approving Fiscal Year 2024/2025 Proposed Budget and Setting Public Hearing Tab 4
 - B. Consideration of Gig Fiber Solor Lighting Agreements .. Tab 5**
- 5. STAFF REPORTS**
 - A. District Counsel
 - i. Discussion Regarding Ethics Training Workshop
 - B. District Engineer
 - C. Aquatic Report Tab 6
 - D. District Manager Tab 7
 - i. Presentation of Registered Voter Count Tab 8
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

Debby Wallace

Debby Wallace

Regional District Manager

Tab 1

MINUTES OF MEETING

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

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Connerton East Community Development District was held on **Tuesday, April 9, 2024, 9:02 a.m.** at the Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

Present and constituting a quorum:

Kelly Evans	Board of Supervisor, Chairman
Lori Campagna	Board Supervisor, Vice-Chair
Paulo Beckert	Board Supervisor, Assistant Secretary

Also present were:

Debby Wallace	District Manager, Rizzetta & Company
John Vericker	District Counsel, Straley Robin Vericker (via phone)
Kathryn Hopkinson	District Counsel, Straley Robin Vericker
Brain Surak	District Engineer, Clearview Land Design (via phone)

Audience **Present**

FIRST ORDER OF BUSINESS **Call to Order**

Ms. Wallace called the meeting to order at 9:02 a.m. confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items**

Audience members were present with no comments.

THIRD ORDER OF BUSINESS **Consideration of Regular Board of Supervisors Meeting Minutes for March 12, 2024**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for March 12, 2024, as presented, for the Connerton East Community Development District.
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FOURTH ORDER OF BUSINESS **Ratification of Operation and**

**Maintenance Expenditures for
February 2024**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures February 2024 (\$23,583.80), for the Connerton East Community Development District

FIFTH ORDER OF BUSINESS **Consideration of Arbitrage Agreement**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, The Board of Supervisors approved the LLS Tax Solutions, Inc. Arbitrage Agreement for series 2023 (area 1) for fiscal years 2024,2025, & 2026 at a cost of \$500 per year, for the Connerton East Community Development District.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2024-01-
Golf Cart Policy**

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, The Board of Supervisors adopted Resolution 2024-01, approving the golf cart policy, as presented , for the Connerton East Community Development District.

SEVENTH ORDER OF BUSINESS **Consideration of Proposal for
Landscape Inspection Services**

Ms. Wallace reviewed the options included in the proposal and the Board asked that Mr. Toborg be named as the inspector. District Counsel will draft an agreement.

On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, The Board of Supervisors approved option 1 of the proposal submitted by Rizzetta & Company for landscape inspection services with an annual cost of \$9,000, as discussed, for the Connerton East Community Development District.

EIGHTH ORDER OF BUSINESS **Consideration of Mulch Proposal**

Following a brief discussion, the Board decided to table this matter until fall.

NINTH ORDER OF BUSINESS **Ratification of DTS Agreement**

It was stated that the agreement with Disclosure Technology Services was approved outside of a meeting and therefore needs to be ratified. It was noted that this relates to the districts continuing disclosure requirements for the bonds.

On a Motion by Ms. Campagna, seconded by Mr. Beckert, with all in favor, the Board of Supervisors ratified the Disclosure Technology Services, LLC agreement, for the Connerton Community Development District.

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TENTH ORDER OF BUSINESS

STAFF REPORTS

A. District Counsel

Ms. Evans stated that the Board is anticipating the next financing to occur in the fall.

B. District Engineer

Present. No report.

C. Aquatic Report

The Board reviewed the Aquatic Report and stated that it will need a quote to add additional ponds to the 2024/2025 budget.

D. District Manager Report

Ms. Wallace reminded the Board of Supervisors that the next meeting is scheduled for May 14, 2024, at 9:00 a.m., at Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

Ms. Wallace presented the website compliance report noting that it was a clean report.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

TWELFTH ORDER OF BUSINESS

Adjournment

On a motion from Ms. Campagna, seconded by Mr. Beckert, the Board approved to adjourn the meeting at 9.17 a.m. for the Connerton East Community Development District.

Assistant Secretary

Chairman / Vice-Chairman

Tab 2

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

District Office - Wesley Chapel, Florida - (904) 436-6270

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures March 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2024 through March 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$35,980.05**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton East Community Development District

Paid Operation & Maintenance Expenditures

March 1, 2024 Through March 31, 2024

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Disclosure Technology Services LLC	100229	1092	Amortization Schedules Series 2023	\$ 1,500.00
Gig Fiber, LLC	100236	2417	Solar Light Lease 03/24	\$ 2,450.00
Gig Fiber, LLC	100236	2418	Solar Light Lease 03/24	\$ 2,650.00
Gig Fiber, LLC	100236	2419	Solar Light Lease - Phase 3B 03/24	\$ 3,000.00
Jayman Enterprises, LLC	100230	3001	Dog Park Maintenance 02/24	\$ 550.00
Kelly Evans	100231	KE031224-563	Board of Supervisors Meeting 03/12/24	\$ 200.00
Lori Campagna	100232	LC031224-563	Board of Supervisors Meeting 03/12/24	\$ 200.00
Lutz Hotel Management, LLC	100240	032624 Lutz	Board Meeting Room Rental 04/09/24	\$ 81.33
Paulo Beckert	100233	PB031224-563	Board of Supervisors Meeting 03/12/24	\$ 200.00
Rizzetta & Company, Inc.	100228	INV0000087922	District Management Fees 03/24	\$ 4,100.00
Sitex Aquatics, LLC	100237	8131-B	Monthly Lake Management 03/24	\$ 2,219.00
Steadfast Contractors Alliance, LLC	100238	SM-11345	Landscape Maintenance 03/24	\$ 4,899.00
Steadfast Contractors Alliance, LLC	100238	SM-11381	Irrigation Repairs 02/24	\$ 140.00
Steadfast Contractors Alliance, LLC	100238	SM-11435	Landscape Maintenance - First Addendum 03/24	\$ 9,572.00
Straley Robin Vericker	100234	24244	Legal Services 02/24	\$ 3,857.50
Withlacoochee River Electric Cooperative, Inc.	100235	Electric Summary 02/24	Electric Summary 02/24	<u>\$ 361.22</u>
Report Total				<u>\$ 35,980.05</u>

Tab 3



Rizzetta & Company

Connerton East Community Development District

ConnertonEastcdd.org

**Proposed Budget for
Fiscal Year 2024/2025**

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Rizzetta & Company

Proposed Budget
Connerton East Community Development District
General Fund
Fiscal Year 2024/2025

Chart of Accounts Classification	Actual YTD through 03/31/24	Projected Annual Totals 2023/2024	Annual Budget for 2023/2024	Projected Budget variance for 2023/2024	Budget for 2024/2025	Budget Increase (Decrease) vs 2023/2024	Comments
REVENUES							
Special Assessments							
Tax Roll*	\$ 659,089	\$ 659,089	\$ 658,261	\$ 828	\$ 1,102,057	\$ 443,796	
Off Roll*	\$ 153,630	\$ 153,630	\$ 153,625	\$ 5	\$ 77,942	\$ (75,683)	
Transfer from previous year				\$ -	\$ -	\$ -	
*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
TOTAL REVENUES	\$ 812,719	\$ 812,719	\$ 811,886	\$ 833	\$ 1,179,999	\$ 368,113	
EXPENDITURES - ADMINISTRATIVE							
Legislative							
Supervisor Fees	\$ 2,800	\$ 5,280	\$ 12,000	\$ 6,720	\$ 12,000	\$ -	5 Paid Supervisors
Financial & Administrative							
Administrative Services	\$ 2,100	\$ 4,200	\$ 4,200	\$ -	\$ 4,326	\$ 126	
District Management	\$ 10,500	\$ 21,000	\$ 21,000	\$ -	\$ 21,630	\$ 630	
District Engineer	\$ -	\$ 5,000	\$ 15,000	\$ 10,000	\$ 15,000	\$ -	
Disclosure Report	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 6,500	\$ 1,500	\$5k R&C + \$1500 DTS (Disclosure Tech Services)
Trustees Fees	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,150	\$ 150	
Financial & Revenue Collections	\$ 1,800	\$ 3,600	\$ 3,600	\$ -	\$ 3,708	\$ 108	
Accounting Services	\$ 9,600	\$ 19,200	\$ 19,200	\$ -	\$ 19,776	\$ 576	
Auditing Services	\$ -	\$ 4,275	\$ 4,275	\$ -	\$ 4,275	\$ -	\$4,275 Berger Toombs, Elam, Gaines & Frank
Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 450	\$ (50)	
Miscellaneous Mailings	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	
Public Officials Liability Insurance	\$ 2,504	\$ 2,504	\$ 3,500	\$ 996	\$ 2,754	\$ (746)	Egis estimate.
Legal Advertising	\$ 117	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	
Dues, Licenses & Fees	\$ 1,675	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
Website Hosting, Maintenance, Backup (and Email)	\$ 2,115	\$ 4,836	\$ 4,500	\$ (336)	\$ 3,000	\$ (1,500)	Website Compliance and Management.
Legal Counsel							
District Counsel	\$ 15,753	\$ 28,505	\$ 15,000	\$ (13,505)	\$ 25,000	\$ 10,000	
Administrative Subtotal	\$ 58,964	\$ 119,075	\$ 125,450	\$ 6,375	\$ 136,244	\$ 10,794	
EXPENDITURES - FIELD OPERATIONS							
Electric Utility Services							
Utility Services	\$ 1,471	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	
Street Lights	\$ 26,150	\$ 110,000	\$ 141,600	\$ 31,600	\$ 283,400	\$ 141,800	219 (\$29,400) + 4.1, 3A-1, 3B, (\$75600) + WREC \$52717 +est 209 s/l x \$50
Utility-Irrigation	\$ 83	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	
Water-Sewer Combination Services							
Utility - Reclaimed	\$ -	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	Several accounts recently tsfrd to CDD.
Stormwater Control							
Aquatic Maintenance	\$ 11,220	\$ 25,000	\$ 21,216	\$ (3,784)	\$ 60,000	\$ 38,784	Currently 219, 4.1, 3A-1, 3B (\$26,628) - add 4.2, 3-2A, and partial 3-2B&C
Mitigation Area Monitoring & Maintenance	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	
Other Physical Environment							
General Liability Insurance	\$ 3,059	\$ 3,059	\$ 3,500	\$ 441	\$ 3,365	\$ (135)	Egis Estimate.
Property Insurance	\$ 19,423	\$ 30,000	\$ 15,000	\$ (15,000)	\$ 40,000	\$ 25,000	Egis estimate plus additional property.
Entry & Walls Maintenance	\$ -	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	Monuments & Landscape Lighting
Fence Maintenance	\$ 300	\$ 2,500	\$ 5,000	\$ 2,500	\$ 5,000	\$ -	
Boardwalk and Bridge Maintenance					\$ 1,500	\$ 1,500	
General Repair and Maintenance					\$ 500	\$ 500	Benches, picnic tables.
Street Sign Repairs/Replacement					\$ 500	\$ 500	
Trail/Bike Path Maintenance					\$ 1,000	\$ 1,000	
Sidewalk/Road Repairs					\$ 2,500	\$ 2,500	
Landscape & Irrigation Maintenance	\$ 40,075	\$ 250,000	\$ 400,000	\$ 150,000	\$ 459,000	\$ 59,000	Steadfast \$174k for 219 & 4.1 - add 3-2A \$70k, 4-2A-C \$150k, partial 3-2B&C
Irrigation Repairs	\$ 2,376	\$ 2,500	\$ 5,000	\$ 2,500	\$ 10,000	\$ 5,000	
Landscape - Mulch	\$ 1,550	\$ 5,000	\$ 22,000	\$ 17,000	\$ 30,000	\$ 8,000	400 yards @ \$55 per yard to replenish 219 and 4.1
Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ 2,500	\$ 5,000	\$ 2,500	\$ 10,000	\$ 5,000	
Landscape Inspection Services		\$ 3,750		\$ (3,750)	\$ 9,000	\$ 9,000	As per recent contract.
Dog Waste Station Supply and Maintenance	\$ 3,020	\$ 5,208	\$ 3,120	\$ (2,088)	\$ 6,000	\$ 2,880	Jaymen \$260x12 = \$3120 Dog Park + add'l pet stations
Contingency				\$ -			
Miscellaneous Contingency	\$ 906	\$ 10,000	\$ 40,000	\$ 30,000	\$ 96,990	\$ 56,990	
Field Operations Subtotal	\$ 109,633	\$ 459,517	\$ 686,436	\$ 226,919	\$ 1,043,755	\$ 357,319	
TOTAL EXPENDITURES	\$ 168,597	\$ 578,592	\$ 811,886	\$ 233,294	\$ 1,179,999	\$ 368,113	
EXCESS OF REVENUES OVER EXPENDITURES	\$ 644,122	\$ 234,127	\$ -	\$ 234,127	\$ -	\$ (0)	

Connerton East Community Development District

Debt Service

Fiscal Year 2024/2025

Chart of Accounts Classification	Series 2023 AA1	Budget for 2024/2025
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$861,431.84	\$861,431.84
TOTAL REVENUES	\$861,431.84	\$861,431.84
EXPENDITURES		
Administrative		
Debt Service Obligation	\$861,431.84	\$861,431.84
Administrative Subtotal	\$861,431.84	\$861,431.84
TOTAL EXPENDITURES	\$861,431.84	\$861,431.84
EXCESS OF REVENUES OVER EXPENDITURES		\$0.00

Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

GROSS ASSESSMENTS

\$916,416.85

Notes:

Tax Roll County Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

(1) Maximum Annual Debt Service

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2024/2025 O&M Budget		\$1,179,999.00	2023/2024 O&M Budget	\$811,886.00
Collection Cost @	2%	\$25,106.36	2024/2025 O&M Budget	\$1,179,999.00
Early Payment Discount @	4%	\$50,212.72		
2024/2025 Total		\$1,255,318.09	Total Difference	\$368,113.00

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
PLATTED					
<i>Village 3B Townhomes 22'</i>	Series 2023 Debt Service	\$737.21	\$737.21	\$0.00	0.00%
	Operations & Maintenance	\$617.53	\$617.53	\$0.00	0.00%
	Total	\$1,354.74	\$1,354.74	\$0.00	0.00%
<i>Parcel 219 Townhomes 22'</i>	Series 2023 Debt Service	\$737.21	\$737.21	\$0.00	0.00%
	Operations & Maintenance	\$617.53	\$617.53	\$0.00	0.00%
	Total	\$1,354.74	\$1,354.74	\$0.00	0.00%
<i>Parcel 219 Villa 42.5'</i>	Series 2023 Debt Service	\$1,424.15	\$1,424.15	\$0.00	0.00%
	Operations & Maintenance	\$1,192.95	\$1,192.95	\$0.00	0.00%
	Total	\$2,617.10	\$2,617.10	\$0.00	0.00%
<i>Parcel 4.1 Single Family 40'</i>	Series 2023 Debt Service	\$1,340.38	\$1,340.38	\$0.00	0.00%
	Operations & Maintenance	\$1,122.78	\$1,122.78	\$0.00	0.00%
	Total	\$2,463.16	\$2,463.16	\$0.00	0.00%
<i>Parcel 4.1 Single Family 50'</i>	Series 2023 Debt Service	\$1,675.47	\$1,675.47	\$0.00	0.00%
	Operations & Maintenance	\$1,403.48	\$1,403.47	-\$0.01	0.00%
	Total	\$3,078.95	\$3,078.94	-\$0.01	0.00%
<i>Parcel 4.1 Single Family 60'</i>	Series 2023 Debt Service	\$2,010.57	\$2,010.57	\$0.00	0.00%
	Operations & Maintenance	\$1,684.17	\$1,684.16	-\$0.01	0.00%
	Total	\$3,694.74	\$3,694.73	-\$0.01	0.00%
<i>Parcel 3A-1 Single Family 40'</i>	Series 2023 Debt Service	\$1,340.38	\$1,340.38	\$0.00	0.00%
	Operations & Maintenance	\$1,122.78	\$1,122.78	\$0.00	0.00%
	Total	\$2,463.16	\$2,463.16	\$0.00	0.00%
<i>Parcel 3A-1 Single Family 50'</i>	Series 2023 Debt Service	\$1,675.47	\$1,675.47	\$0.00	0.00%
	Operations & Maintenance	\$1,403.48	\$1,403.47	-\$0.01	0.00%
	Total	\$3,078.95	\$3,078.94	-\$0.01	0.00%
<i>Parcel 3A-1 Single Family 60'</i>	Series 2023 Debt Service	\$2,010.57	\$2,010.57	\$0.00	0.00%
	Operations & Maintenance	\$1,684.17	\$1,684.16	-\$0.01	0.00%
	Total	\$3,694.74	\$3,694.73	-\$0.01	0.00%
<i>Parcel 4.2 - Single Family 40'</i>	Operations & Maintenance	\$54.69	\$1,122.78	\$1,068.09	1952.99%
	Total	\$54.69	\$1,122.78	\$1,068.09	1952.99%
<i>Parcel 4.2 - Single Family 50'</i>	Operations & Maintenance	\$68.37	\$1,403.47	\$1,335.10	31952.76%

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2024/2025 O&M Budget		\$1,179,999.00	2023/2024 O&M Budget	\$811,886.00
Collection Cost @	2%	\$25,106.36	2024/2025 O&M Budget	\$1,179,999.00
Early Payment Discount @	4%	\$50,212.72		
2024/2025 Total		<u><u>\$1,255,318.09</u></u>	Total Difference	<u><u>\$368,113.00</u></u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
	Total	\$68.37	\$1,403.47	\$1,335.10	1952.76%
Parcel 4.2 - Single Family 60'	Operations & Maintenance	\$82.04	\$1,684.16	\$1,602.12	1952.85%
	Total	\$82.04	\$1,684.16	\$1,602.12	1952.85%

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

2024/2025 O&M Budget		\$1,179,999.00	2023/2024 O&M Budget	\$811,886.00
Collection Cost @	2%	\$25,106.36	2024/2025 O&M Budget	\$1,179,999.00
Early Payment Discount @	4%	\$50,212.72		
2024/2025 Total		<u><u>\$1,255,318.09</u></u>	Total Difference	<u><u>\$368,113.00</u></u>

Lot Size	Assessment Breakdown	Per Unit Annual Assessment Comparison		Proposed Increase / Decrease	
		2023/2024	2024/2025	\$	%
UNPLATTED					
Parcel 3A-2/3 & 3C - Single Family 40'	Operations & Maintenance	\$54.69	\$59.40	\$4.71	8.61%
	Total	\$54.69	\$59.40	\$4.71	8.61%
Parcel 3A-2/3 & 3C - Single Family 50'	Operations & Maintenance	\$68.37	\$74.25	\$5.88	8.60%
	Total	\$68.37	\$74.25	\$5.88	8.60%
Parcel 3A-2 - Single Family 60'	Operations & Maintenance	\$82.04	\$89.10	\$7.06	8.61%
	Total	\$82.04	\$89.10	\$7.06	8.61%
Parcel 3C - Townhomes	Operations & Maintenance	\$30.08	\$32.67	\$2.59	8.61%
	Total	\$30.08	\$32.67	\$2.59	8.61%
Parcel 4 - Single Family 40'	Operations & Maintenance	\$54.69	\$59.40	\$4.71	8.61%
	Total	\$54.69	\$59.40	\$4.71	8.61%
Parcel 4 - Single Family 50'	Operations & Maintenance	\$68.37	\$74.25	\$5.88	8.60%
	Total	\$68.37	\$74.25	\$5.88	8.60%
Parcel 4 - Single Family 60'	Operations & Maintenance	\$82.04	\$89.10	\$7.06	8.61%
	Total	\$82.04	\$89.10	\$7.06	8.61%
Parcel 4 - Villas 42.5'	Operations & Maintenance	\$58.11	\$63.11	\$5.00	8.60%
	Total	\$58.11	\$63.11	\$5.00	8.60%

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL ADMIN BUDGET		\$136,244.00	TOTAL FIELD BUDGET		\$1,043,755.00
COLLECTION COSTS @	2%	\$2,898.81	COLLECTION COSTS @	2%	\$22,207.55
EARLY PAYMENT DISCOUNT @	4%	\$5,797.62	EARLY PAYMENT DISCOUNT @	4%	\$44,415.11
TOTAL ADMIN ASSESSMENT		<u>\$144,940.43</u>	TOTAL FIELD ASSESSMENT		<u>\$1,110,377.66</u>

UNITS ASSESSED			ALLOCATION OF ADMIN O&M ASSESSMENT						ALLOCATION OF FIELD O&M ASSESSMENT						PER LOT ANNUAL ASSESSMENT		
LOT SIZE	O&M	SERIES 2023 DEBT SERVICE ⁽¹⁾	ADMIN UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL ADMIN BUDGET	ADMIN PER UNIT	FIELD UNITS	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL FIELD BUDGET	FIELD PER UNIT	O&M	SERIES 2023	
																DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Platted																	
Village 3B - Townhomes 22'	100	100	100	0.44	44.00	2.25%	\$3,266.90	\$32.67	100	0.44	44.00	5.27%	\$58,485.70	\$584.86	\$617.53	\$737.21	\$1,354.74
Parcel 219 - Townhomes 22'	104	104	104	0.44	45.76	2.34%	\$3,397.57	\$32.67	104	0.44	45.76	5.48%	\$60,825.13	\$584.86	\$617.53	\$737.21	\$1,354.74
Parcel 219 - Villa 42.5'	104	104	104	0.85	88.40	4.53%	\$6,563.50	\$63.11	104	0.85	88.40	10.58%	\$117,503.09	\$1,129.84	\$1,192.95	\$1,424.15	\$2,617.10
Parcel 4.1 - Single Family 40'	63	63	63	0.80	50.40	2.58%	\$3,742.08	\$59.40	63	0.80	50.40	6.03%	\$66,992.71	\$1,063.38	\$1,122.78	\$1,340.38	\$2,463.16
Parcel 4.1 - Single Family 50'	73	73	73	1.00	73.00	3.74%	\$5,420.08	\$74.25	73	1.00	73.00	8.74%	\$97,033.10	\$1,329.22	\$1,403.47	\$1,675.47	\$3,078.94
Parcel 4.1 - Single Family 60'	41	41	41	1.20	49.20	2.52%	\$3,652.99	\$89.10	41	1.20	49.20	5.89%	\$65,397.65	\$1,595.06	\$1,684.16	\$2,010.57	\$3,694.73
Parcel 3A-1 - Single Family 40'	60	60	60	0.80	48.00	2.46%	\$3,563.89	\$59.40	60	0.80	48.00	5.75%	\$63,802.59	\$1,063.38	\$1,122.78	\$1,340.38	\$2,463.16
Parcel 3A-1 - Single Family 50'	81	81	81	1.00	81.00	4.15%	\$6,014.06	\$74.25	81	1.00	81.00	9.70%	\$107,666.86	\$1,329.22	\$1,403.47	\$1,675.47	\$3,078.94
Parcel 3A-1 - Single Family 60'	56	56	56	1.20	67.20	3.44%	\$4,989.45	\$89.10	56	1.20	67.20	8.04%	\$89,323.62	\$1,595.06	\$1,684.16	\$2,010.57	\$3,694.73
Parcel 4.2 - Single Family 40'	96	0	96	0.80	76.80	3.93%	\$5,702.22	\$59.40	96	0.80	76.80	9.19%	\$102,084.14	\$1,063.38	\$1,122.78	\$1,340.38	\$2,463.16
Parcel 4.2 - Single Family 50'	112	0	112	1.00	112.00	5.74%	\$8,315.74	\$74.25	112	1.00	112.00	13.41%	\$148,872.70	\$1,329.22	\$1,403.47	\$1,675.47	\$3,078.94
Parcel 4.2 - Single Family 60'	83	0	83	1.20	99.60	5.10%	\$7,395.07	\$89.10	83	1.20	99.60	11.92%	\$132,390.36	\$1,595.06	\$1,684.16	\$2,010.57	\$3,694.73
Unplatted																	
Parcel 3A-2/3 & 3C - Single Family 40'	125	0	125	0.80	100.00	5.12%	\$7,424.77	\$59.40	0	0.80	0.00	0.00%	\$0.00	\$0.00	\$59.40	\$0.00	\$59.40
Parcel 3A-2/3 & 3C - Single Family 50'	265	0	265	1.00	265.00	13.57%	\$19,675.64	\$74.25	0	1.00	0.00	0.00%	\$0.00	\$0.00	\$74.25	\$0.00	\$74.25
Parcel 3A-2 - Single Family 60'	30	0	30	1.20	36.00	1.84%	\$2,672.92	\$89.10	0	1.20	0.00	0.00%	\$0.00	\$0.00	\$89.10	\$0.00	\$89.10
Parcel 3C - Townhomes	104	0	104	0.44	45.76	2.34%	\$3,397.57	\$32.67	0	0.44	0.00	0.00%	\$0.00	\$0.00	\$32.67	\$0.00	\$32.67
Parcel 4 - Single Family 40'	263	0	263	0.80	210.40	10.78%	\$15,621.72	\$59.40	0	0.80	0.00	0.00%	\$0.00	\$0.00	\$59.40	\$0.00	\$59.40
Parcel 4 - Single Family 50'	243	0	243	1.00	243.00	12.45%	\$18,042.19	\$74.25	0	1.00	0.00	0.00%	\$0.00	\$0.00	\$74.25	\$0.00	\$74.25
Parcel 4 - Single Family 60'	104	0	104	1.20	124.80	6.39%	\$9,266.11	\$89.10	0	1.20	0.00	0.00%	\$0.00	\$0.00	\$89.10	\$0.00	\$89.10
Parcel 4 - Villas 42.5'	108	0	108	0.85	91.80	4.70%	\$6,815.94	\$63.11	0	0.85	0.00	0.00%	\$0.00	\$0.00	\$63.11	\$0.00	\$63.11
Total Community	2215	682	2215		1952.12	100.00%	\$144,940.43		973		835.36	100.00%	\$1,110,377.66				

LESS: Pasco County Collection Costs (2%) and Early Payment Discounts (4%):

(\$8,696.43)

(\$66,622.66)

Net Revenue to be Collected:

\$136,244.00

\$1,043,755.00

(1) Reflects the number of total lots with Series 2023 Debt Outstanding.

(2) Annual debt service assessment per lot adopted in connection with the Series 2023 bond issuance. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

(3) Annual assessment that will appear on November 2024 Pasco County property tax bill for Platted Lots only. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early). Unplatted lots will be direct billed and will exclude the county collection costs and early payment discounts.

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Funding/Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance/Dry Pond Mowing: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Wall and Fence Maintenance: The District will incur expenditures to maintain the wall and the fencing.

Entry Maintenance: The District will incur expenditures to maintain the entry monuments.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Landscape Mulch: Expenditures related to mulch replacement.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

Tab 4

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2024/2025; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Connerton East Community Development District (“**District**”) prior to June 15, 2024 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____

HOUR: 9:00am

LOCATION: Residence Inn by Marriott Tampa
2101 Northpointe Parkway
Lutz, Florida 33588

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 14, 2024.

Attest:

**Connerton East Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

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

Exhibit A: Proposed Budget for Fiscal Year 2024/2025

Tab 5

Connerton East Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of May 7th, 2024 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

RECITALS

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

WHEREAS, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Connerton 3.2A, 3.2B, and 3.2C” located in Pasco County, Florida (the “**Community**”); and

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

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

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **One Hundred and Twenty One (121)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

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

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

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

b. Installation Site; License. The Street Lights shall be installed upon portions of the Community as described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, Customer grants to Company and to Company’s agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the “**License**”) for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

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

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

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

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

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

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

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the “**Maximum Interest Rate**”), all as additional Service Fees under this Agreement.

e. Taxes. If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, “**Taxes**” means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the services performed pursuant to this Agreement, which shall be Company’s responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer’s payment of Taxes upon written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a “service contract,” pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

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

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “EOR”) prior to installation of any Street Lights (the “Approved Plans”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Company at the expense of Customer.

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

Underground Facilities were not identified, or incorrectly identified, on the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company's own negligence. Except for those claims, losses and damages arising out of Company's negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of Customer's failure to properly identify Underground Facilities. The term "damages" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the "Company" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

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

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are thereafter requested in writing by Customer, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer to the extent not included in the Approved Plans. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Service Fee due from Customer.

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

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

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

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

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

14. **Ownership of Street Lights.** The Street Lights shall remain Company’s personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. **Insurance.** Customer shall maintain public liability insurance covering any injury or damage to the Street Lights, persons, or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. Financing. The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties ("Company's Financing Parties"), which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Customer agrees to accept

performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

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

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

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

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

d. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. **Remedies.** If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30) days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer’s default (excluding special, incidental, consequential, or punitive damages), all such Service Fees and other sums and charges being accelerated and reduced to present value at the “prime rate” of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%). Company

shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. **Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

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

which Customer or the Installation Site is bound, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

21. **Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. “**Force Majeure**” shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

22. **Notices.** All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

23. **Attorneys’ Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys’ and paralegal assistants’ fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

24. **General.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION,

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

26. **Applicable Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

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

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

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

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)933-5571, OR BY EMAIL AT dbwallace@rizzetta.com OR BY REGULAR MAIL AT 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

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

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

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

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "**Act**"), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice

to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company's compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer's written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

[Executions by the parties follow immediately on next page]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:

WITNESSES:

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING SERVICE AGREEMENT

[Signature Page for Customer]

“CUSTOMER”

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government

Sign: _____
Print: _____

Name: _____
Its: _____

Sign: _____
Print: _____

EXHIBIT "A"

Description of Installation Site

Scale: 1 inch= 75 Ft.

LIGHTING PARAMETERS:

Symbol	Label	Qty	Arrangement	LF	Description	Arr. Watts	Arr. Lum. Lumens	Mounting Height
—	A	20	Single	0.500	RS30-15W-4000K	30.32	5442	21
—	B	4	Single	0.500	RS30-15W-30W-4000K	29.21	5352	21

Calculation Summary

Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z	PSpecA	PSpecB
Mount	ft.	0.03	3.0	0.2	4.05	15.00	0	10	10

Target Requirement:
Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved

streetleaf

Cornerton 3.2.A

Drawn By: ED
Date: 04-11-2024
Rev: 2
Page 1 of 8

Scale: 1 inch= 140 Ft.

LIGHTING PARAMETERS:

Symbol	Label	Qty	Arrangement	LF	Description	Arr. Watts	Arr. Lum. Lumens	Mounting Height
—	A	10	Single	0.500	RS30-15W-4000K	30.32	5442	21
—	B	2	Single	0.500	RS30-15W-30W-4000K	29.21	5352	21

Calculation Summary

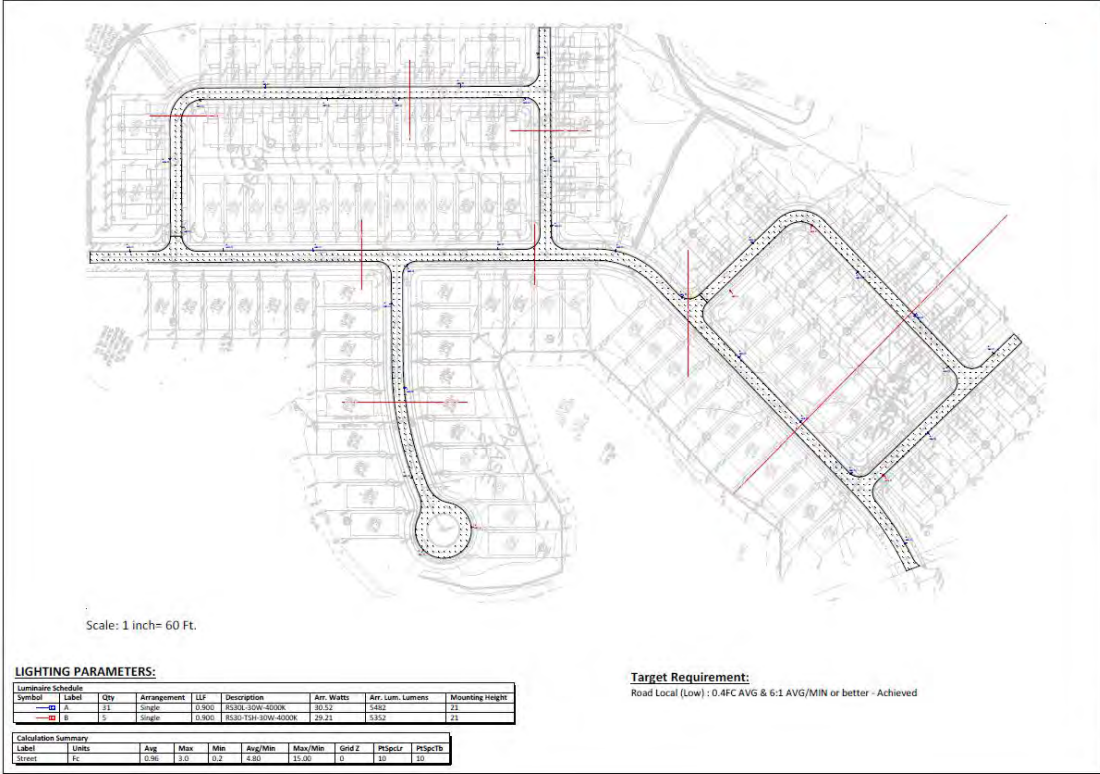
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z	PSpecA	PSpecB
Mount	ft.	0.03	3.0	0.2	4.40	15.00	0	10	10

Target Requirement:
Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved

streetleaf

Cornerton 3.2.B

Drawn By: ED
Date: 04-11-2024
Rev: 2
Page 1 of 12



LIGHTING PARAMETERS:

Luminaires Schedule								
Symbol	Label	Qty	Arrangement	LF	Description	Air. Watts	Arr. Lum. Lumens	Mounting Height
—A	A	31	Single	0.900	RS38L-320W-4000K	30.32	5482	21
—B	B	12	Single	0.900	RS32-138-300W-4000K	29.21	3352	21

Calculation Summary									
Label	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z	P1Spctr	P1SpctB
Street	Fc	0.96	3.0	0.2	4.80	15.00	0	10	10

Target Requirement:

Road Local (Low) : 0.4FC AVG & 6:1 AVG/MIN or better - Achieved

EXHIBIT “B”

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

_____[Space Above This Line for Recording Information]_____

MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT

THIS MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT (“**Memorandum**”), executed this 7th day of May, 2024, 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 **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the “**Customer**”), whose address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Service Agreement (the “**Agreement**”), dated and having an effective date as of May 7th, 2024 (the “**Effective Date**”), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property located in Pasco County, Florida, initially capitalized terms used in this Memorandum having the meanings ascribed to those terms in the Agreement; and

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

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

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

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

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

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

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

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

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

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

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

[Signatures and acknowledgments follow immediately on next page]

Signed, sealed and delivered in the presence of:

WITNESSES

“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 HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: Giorgio Bazzigaluppi
Notary Public

(AFFIX NOTARY SEAL BELOW)

[Signatures and acknowledgments for Customer]

WITNESSES

“CUSTOMER”

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government

Sign: _____
Print: _____

Sign: _____
Print: _____

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by _____, as the _____, of _____, on behalf of the _____. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT “A” to Memorandum

Description of Installation Site

EXHIBIT “B-1”

Precautionary UCC-1

Precautionary UCC-1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

4. This FINANCING STATEMENT covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A" attached, including without limitation One Hundred and Twenty One (121) solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

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

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

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOR

AG LIEN

NON-UCC FILING

SELLER/BUYER

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

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

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

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

Filing Office Copy

Approved by the Secretary of State, State of Florida

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

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

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

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

FIRST PERSONAL NAME
MICHAEL

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
S

MAILING ADDRESS Line Two
STE. 1050

CITY
TAMPA, FL

STATE
FL

POSTAL CODE
33607

COUNTRY
USA

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

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A," including without limitation One Hundred and Twenty One (121) solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

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

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR
AG LIEN

CONSIGNEE/CONSIGNOR
NON-UCC FILING

BAILEE/BAILOR
SELLER/BUYER

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

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

Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Filed with the Florida Secured Transaction Registry

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

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

Overnight

Courier Service

FLORIDAUCC, LLC.
PO Box 5588
Tallahassee, FL 32314

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

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

EXHIBIT “C”

Easement

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

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT (“**Easement**”) is granted this May 7th, 2024, by **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614 (the “**Grantor**”) to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the “**Grantee**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

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

LANDS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

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

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

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

[Signatures on Following Page.]

[Grantor Signature Page]

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

Signed, sealed and delivered in the presence of:

WITNESSES

“GRANTOR”

CONNERTON EAST 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 _____, 2024 by means of [check applicable] physical presence, or online notarization, by _____, as _____, of _____ on behalf of the _____. He/She is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

[Grantee Signature Page]

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

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTEE”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

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

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: Giorgio Bazzigaluppi
Notary Public

(AFFIX NOTARY SEAL BELOW)

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

Connerton East Outdoor Solar Lighting Service Agreement

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of May 7th, 2024 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**”), whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

RECITALS

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

WHEREAS, Customer is a local unit of special purpose government under Chapter 190, Florida Statutes that performs certain administrative and operational functions pertaining to streets, roads, common and drainage facilities, and other infrastructure located within the development known as “Connerton 4.2A, 4.2B, and 4.2C” located in Pasco County, Florida (the “**Community**”); and

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

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

1. **Street Light Services.** Company agrees to provide solar street lights and solar street lighting services to Customer, and Customer agrees to engage Company, to provide installation and lighting services in accordance with this Agreement with respect to the following outdoor solar lighting equipment and systems: **Eighty Three (83)** LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and any single unit of which shall be referred to individually as a “**Street Light**”). Company shall provide such installation and lighting services for the Street Lights in accordance with this Agreement and the Approved Plans (as defined in Section 5 below) and also according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

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

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

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

b. Installation Site; License. The Street Lights shall be installed upon portions of the Community as described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Installation Site**”), according to the Installation Plans and Approved Plans. Upon satisfaction of the Conditions (as provided in Section 4 below) and upon receipt of written notice from Customer that staking of the Installation Site by the Customer or its agent is complete, Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence subject to Force Majeure (defined herein). As a condition precedent to Company’s installation of the Street Lights, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer’s expense, in accordance with the Installation Plans. Customer shall notify Company in writing when such staking is complete. During the Term of the Agreement, Customer grants to Company and to Company’s agents, employees, contractors and assignees an irrevocable, non-exclusive license running with the Installation Site (the “**License**”) for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company’s obligations and enforcing all of Company’s rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the “**License Term**”). During the License Term, Customer shall use commercially reasonable efforts to ensure that Company’s rights under the License and Company’s access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The grant of the License shall survive termination of this Agreement by either party for the duration of the License Term.

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

d. Renewal Terms. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” At the sole option of Company and upon at least sixty (60) days prior written notice to Customer, no Renewal Term shall come into existence if an uncured Event of Default (as defined below) has occurred on the part of Customer and is then continuing under this Agreement.

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

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

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

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

c. Payment Dates for Service Fee. Service Fee shall be payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Notwithstanding the foregoing, no Service Fee shall be payable until a Street Light has been installed and is mechanically operational. Customer agrees that the covenant to pay Service Fee and all other sums under this Agreement is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Agreement.

d. Service Fee Delinquencies. Any Service Fee payable by Customer to Company under this Agreement which is not paid within fifteen (15) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%) (the “**Maximum Interest Rate**”), all as additional Service Fees under this Agreement.

e. Taxes. If applicable, the Service Fee shall include all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3, “**Taxes**” means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company’s revenues due to the services performed pursuant to this Agreement, which shall be Company’s responsibility. No additional reimbursement of Taxes for prior time periods shall be due from Customer to Company other than as included in the Service Fee set forth in the applicable coupon book or invoice, and any Taxes owed on the services which are not charged to Customer for prior periods shall be paid by the Customer in subsequent payments of the Service Fee pursuant to updated coupon book(s) and/or invoices provided by Company to Customer during the Term. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer’s payment of Taxes upon written request from Company. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a “service contract,” pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a “determination” within the meaning of Section 1313(a) of the Code.

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

5. **Approval of Approved Plans and Change Orders.** The Street Lights shall be designed, configured and installed pursuant to the Installation Plans and a final design sketch and installation plans and specifications prepared by Company and approved by Customer and the engineer of record employed by the Community (the “EOR”) prior to installation of any Street Lights (the “Approved Plans”), which approval by Customer and the EOR shall not be unreasonably withheld. Customer agrees to approve or disapprove the foregoing submittals, or any subsequent re-submittals by Company in response to a disapproval by Customer, in writing, within ten (10) business days after receipt, failing which such submittals shall be deemed approved. Customer agrees to cause the EOR to approve or disapprove the foregoing submittals on the same schedule as applicable to Customer. If Customer (and/or EOR) responds to any submittals with a disapproval, Customer (and/or EOR) shall include therewith written comments stating in reasonable detail the changes necessary to achieve the requested approval. Upon Customer’s and the EOR’s approval or deemed approval of the final design sketch, installation plans, and specifications for the Street Lights, either Customer or Company may request the other party to this Agreement and the EOR to enter into an amendment to this Agreement or other written agreement to adopt and formalize the Approved Plans, in which case both parties shall promptly cooperate to effectuate such amendment or other written agreement to formalize the Approved Plans and Customer shall cause EOR to sign such written amendment or agreement. Any change order requested by Customer after Customer’s initial approval of the Approved Plans shall be in writing and shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. Both Company and Customer must sign each change order for it to be effective, but the EOR shall not be required to sign each change order. If approved by Company, the Approved Plans shall be revised at Customer’s expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash or check made payable to the Company in advance as a condition of any such change order.

6. **Damages During Construction.** Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss to Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Company at the expense of Customer.

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

Underground Facilities were not identified, or incorrectly identified, on the Underground Facilities Map, except for any costs, liabilities, claims, losses and damages arising out of Company's own negligence. Except for those claims, losses and damages arising out of Company's negligence, and subject to the limitations under Section 768.28, Florida Statutes, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of Customer's failure to properly identify Underground Facilities. The term "damages" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Agreement, the "Company" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

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

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are not included in the Approved Plans and are thereafter requested in writing by Customer, including, but not limited to: installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations requested by Customer to the extent not included in the Approved Plans. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Service Fee due from Customer.

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

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

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

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

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

14. **Ownership of Street Lights.** The Street Lights shall remain Company’s personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. **Insurance.** Customer shall maintain public liability insurance covering any injury or damage to the Street Lights, persons, or property, including death of persons, resulting, directly or indirectly, from the negligent or intentionally wrongful conduct of Customer, its employees, contractors, agents, or invitees, with coverages, in amounts and through companies satisfactory to Company. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time.

16. **Assignment and Financing.**

a. **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fee and other sums due or to become due under this Agreement. Upon assignment by Company, Customer may require Company to supply documentation showing that such assignee has sufficient and adequate resources to undertake the obligations, responsibilities and liabilities of the Company under this Agreement. Customer may assign or transfer this Agreement only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.

b. **Financing.** The parties acknowledge that Company may obtain short or long-term financing or other credit support from banks or other financing parties ("**Company's Financing Parties**"), which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to this Agreement. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement or the level of services provided under this Agreement, or result in any additional expense or liability to Customer.

c. **Successor Servicing.** The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Customer agrees to accept

performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

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

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

b. Other Default. A breach of, or failure to perform, any other covenant or obligation under this Agreement, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party’s rights under this Agreement are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;

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

d. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer’s property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.

18. **Remedies.** If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Without limiting the foregoing, in the Event of Default by Customer, and subject to all notice and cure requirements set forth in this Agreement, Company may elect to terminate this Agreement by giving Customer at least thirty (30) days prior written notice of its election to do so, in which event the Term shall end thirty (30) days after the date of such written notice, and all right, title and interest of Customer hereunder shall terminate at the end of such Term, provided, however, that Customer will remain liable for all Service Fees and other sums and charges due hereunder through the end of the Term and all actual damages incurred by Company resulting from Customer’s default (excluding special, incidental, consequential, or punitive damages), all such Service Fees and other sums and charges being accelerated and reduced to present value at the “prime rate” of interest published in the Wall Street Journal on the date of termination of this Agreement, plus five percent (5%). Company

shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights. In an Event of Default, Company may enter upon the Installation Site to take possession of and remove the Street Lights prior to the Removal Date (as defined below), and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company due to an Event of Default by Customer shall be handled and removed by Company at the cost and expense of Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, excluding any mounting pads or foundations and Company otherwise shall leave the Installation Site in reasonable restored and clean condition. Customer shall pay Company for all reasonable expenses actually incurred by Company in such removal of the Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Agreement for the account of Customer and may enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such Event of Default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default (excluding any cost or expenses related to Company's negligence or misconduct). Any such expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

19. **Disposition of Street Lights at Expiration or Termination of Agreement.** Upon the expiration or earlier termination of this Agreement, Company shall have the right to remove the Street Lights, but in no event later than ninety (90) days after the expiration or termination of the Agreement ("**Removal Date**"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

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

which Customer or the Installation Site is bound, and (ii) to the extent the Service Fee exceeds ten percent (10%) of the total annual budget of the Association pursuant to Fla. Stat. Sect. 720.3055, Customer either (A) has complied with all competitive bidding requirements applicable to the execution, delivery and performance of this Agreement by Association under Fla. Stat. Sect. 720.3055(1), or (B) is exempt from such competitive bidding requirements by reason of Fla. Stat. Sect. 720.3055(2)(c).

21. **Force Majeure.** Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. “**Force Majeure**” shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

22. **Notices.** All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

23. **Attorneys’ Fees and Costs.** If, as a result of any breach or default in the performance of any of the provisions of this Agreement, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys’ and paralegal assistants’ fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

24. **General.** The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION,

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

26. **Applicable Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

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

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

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

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813)933-5571, OR BY EMAIL AT dbwallace@rizzetta.com OR BY REGULAR MAIL AT 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

30. **Florida Sales Tax.** Notwithstanding any provision of this Agreement to the contrary, Company and Customer acknowledge and agree that Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax on the Service Fee or other sums when due under this Agreement.

31. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that, in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

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

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

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

35. **E-Verification.** Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "**Act**"), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, that the following conditions have been met: (i) Customer shall have previously delivered written notice

to Company and (ii) within thirty (30) days from the receipt of such written notice, either (x) Company shall have failed to provide reasonable evidence to Customer of Company's compliance with the Act, or (y) Company shall have failed to cure the alleged non-compliance specified in Customer's written notice. In the event that Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

[Executions by the parties follow immediately on next page]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:

WITNESSES:

“COMPANY”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

Name: John M. Ryan
Its: Manager

Sign: _____
Print: _____

SIGNATURE PAGE TO SOLAR OUTDOOR LIGHTING SERVICE AGREEMENT

[Signature Page for Customer]

“CUSTOMER”

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government

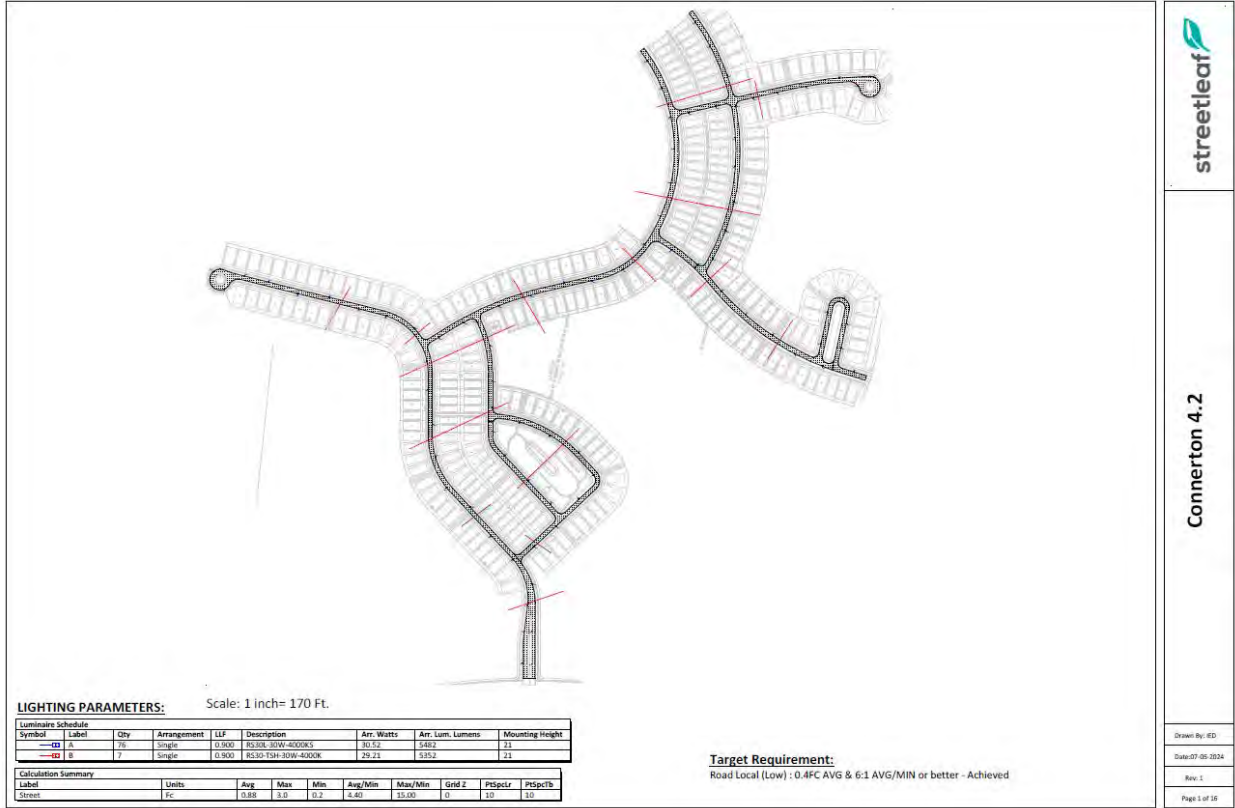
Sign: _____
Print: _____

Name: _____
Its: _____

Sign: _____
Print: _____

EXHIBIT "A"

Description of Installation Site



Connerton 4.2

Drawn By: ED
Date: 07/06/2024
Rev: 1
Page 1 of 16

EXHIBIT “B”

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

_____ [Space Above This Line for Recording Information] _____

MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT

THIS MEMORANDUM OF SOLAR LIGHTING SERVICE AGREEMENT (“**Memorandum**”), executed this 7th day of May, 2024, 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 **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government (the “**Customer**”), whose address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614.

WITNESSETH:

WHEREAS, Customer entered into a certain Outdoor Solar Lighting Service Agreement (the “**Agreement**”), dated and having an effective date as of May 7th, 2024 (the “**Effective Date**”), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property located in Pasco County, Florida, initially capitalized terms used in this Memorandum having the meanings ascribed to those terms in the Agreement; and

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

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

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

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

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

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

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

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

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

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

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

[Signatures and acknowledgments follow immediately on next page]

Signed, sealed and delivered in the presence of:

WITNESSES

“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 HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: Giorgio Bazzigaluppi
Notary Public

(AFFIX NOTARY SEAL BELOW)

[Signatures and acknowledgments for Customer]

WITNESSES

“CUSTOMER”

**CONNERTON EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government

Sign: _____
Print: _____

Sign: _____
Print: _____

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by _____, as the _____, of _____, on behalf of the _____. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

EXHIBIT “A” to Memorandum

Description of Installation Site

EXHIBIT “B-1”

Precautionary UCC-1

Precautionary UCC-1

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

4. This FINANCING STATEMENT covers the following collateral:

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A" attached, including without limitation Eighty Three (83) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

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

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

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR

AG LIEN

CONSIGNEE/CONSIGNOR

NON-UCC FILING

BAILEE/BAILOR

SELLER/BUYER

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

Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

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

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

Filing Office Copy

Approved by the Secretary of State, State of Florida

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

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

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

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

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

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

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

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

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

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

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

FIRST PERSONAL NAME
MICHAEL

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
S

MAILING ADDRESS Line Two
STE. 1050

CITY
TAMPA, FL

STATE
FL

POSTAL CODE
33607

COUNTRY
USA

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

All outdoor solar lighting equipment and systems leased to Debtor and located on the real property described in Exhibit "A," including without limitation Eighty Three (83) LED solar street lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures, and together with all replacements, substitutions, attachments, upgrades, parts, and additions thereto (collectively, the "Street Lights"), as more fully described under the terms of that certain Solar Outdoor Lighting Service Agreement, with the Lessor being the party named as the Secured Party in Section 3 above and the Lessee being the party named as the Debtor in Section 1 above.

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

5. ALTERNATE DESIGNATION (if applicable)

LESSEE/LESSOR

CONSIGNEE/CONSIGNOR

BAILEE/BAILOR

AG LIEN

NON-UCC FILING

SELLER/BUYER

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

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

Florida Documentary Stamp Tax is not required.

7. **OPTIONAL FILER REFERENCE DATA**

Filed with the Florida Secured Transaction Registry

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

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

Overnight

Courier Service

FLORIDAUCC, LLC.
PO Box 5588
Tallahassee, FL 32314

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

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

EXHIBIT “C”

Easement

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

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT (“**Easement**”) is granted this May 7th, 2024, by **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa, FL 33614 (the “**Grantor**”) to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the “**Grantee**”), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

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

LANDS DESCRIBED IN EXHIBIT “A” ATTACHED HERETO

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

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

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

[Signatures on Following Page.]

[Grantor Signature Page]

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

Signed, sealed and delivered in the presence of:

WITNESSES

“GRANTOR”

CONNERTON EAST 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 _____, 2024 by means of [check applicable] physical presence, or online notarization, by _____, as _____, of _____ on behalf of the _____. He/She is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: _____

Notary Public

(AFFIX NOTARY SEAL BELOW)

[Grantee Signature Page]

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

Signed, sealed and delivered
in the presence of:

WITNESSES

“GRANTEE”

GIG FIBER, LLC,
a Delaware limited liability company

Sign: _____
Print: _____

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

Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of _____, 2024 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver’s license as identification.

Sign: _____
Print: Giorgio Bazzigaluppi
Notary Public

(AFFIX NOTARY SEAL BELOW)

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

Tab 6



MONTHLY REPORT

MAY, 2024



CONNERTON EAST CDD

CAMPANULA CT
LAND O LAKES, FL
10 PONDS



219N

195

219S

Bellflower Townhomes

Little Bluestem Dr

Rivemile Creek

Connerton Elementary School

Google Earth

Image © 2023 Maxar Technologies



1000 ft

Prepared for: Debby Bayne Wallace

Prepared By: Devon Craig

SUMMARY:

The lack of rain is definitely making things difficult this year as water temperatures rise with air temperature. Prevent maintenance is being conducted primarily by way of dye. This helps keep water temperatures down and slow down the growth of algae's. The water reduction in the ponds in some places is worse than others however we will keep ponds in good shape leading up to rainy season.

Apr 16, 2024 at 8:54:17 AM



Apr 16, 2024 at 9:25:19 AM



Apr 16, 2024 at 9:12:17 AM



Pond #195 Treated for Algae and Shoreline Vegetation.

Pond #219N Treated for Algae and Shoreline Vegetation.

Pond #219S Treated for Algae and Shoreline Vegetation.

Apr 16, 2024 at 1:10:29 PM



Apr 16, 2024 at 1:14:50 PM



Apr 16, 2024 at 1:21:28 PM



Pond # Treated for Algae and Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Algae and Shoreline Vegetation.

Apr 16, 2024 at 12:27:16 PM



Pond # Treated for Algae and Shoreline Vegetation.

Apr 16, 2024 at 10:28:19 AM



Pond # Treated for Algae and Shoreline Vegetation.

Apr 16, 2024 at 12:51:20 PM



Pond # Treated for Shoreline Vegetation.

Apr 16, 2024 at 10:57:39 AM



Pond # Treated for Algae and Shoreline Vegetation.

Apr 16, 2024 at 12:17:34 PM



Pond # Treated for Shoreline Vegetation.

Apr 16, 2024 at 12:37:59 PM



Pond # Treated for Shoreline Vegetation.

Tab 7



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** June 11, 2024 @ 9:00am

District Manager's Report

May 14

2024

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<u>FINANCIAL SUMMARY</u>	<u>3/31/2024</u>
General Fund Cash & Investment Balance:	\$907,479
Reserve Fund Cash & Investment Balance:	\$0
Debt Service Fund Investment Balance:	\$1,318,979
Total Cash and Investment Balances:	\$2,226,458
General Fund Expense Variance:	\$252,177 Under Budget



Rizzetta & Company

DM Report:

- Resident complaint of people walking around pond behind Bellflower townhomes and fishing.
- Combined Ethics Workshops after the June and July meetings (subject to Copperspring and Mitchell Ranch Boards agreeing)?

DM Site Visit Report – 4/8/2024 – Will be conducting another site visit today.

From: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Sent: Monday, April 8, 2024 5:04 PM
To: Kelly Evans <kelly.evans@lennar.com>; Chris Wallen <cwallen@steadfastalliance.com>
Subject: Connerton East CDD - 4/8/3024 Site Visit

Hi Kelly/Chris,
Below are pictures and notes from my site visit today. Items in **red** need to be addressed – there is only one item, a tree that is down along Flourish Dr across from the mail kiosk in 4.1.
Please let me know if you have any questions.
Thank you.
Debby

Debby Wallace
Regional Manager

813.933.5571 Ext: 8814
dbwallace@rizzetta.com

rizzetta.com

Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (888) 208-5008 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.



Rizzetta & Company
Professionals in Community Management

Driving along Little Bluestem Dr into 4.1



Mail kiosk along Storybrook Cabin Way.



Along Flourish Dr in 4.1.



Mail kiosk – all mail kiosks well maintained.







TREE LEANING OVER ALONG FLOURISH DR 4.1 ACROSS FROM MAIL KIOSK



Roundabout and Green Briar sign.





Green Briar sign along Little Bluestem Rd.



Along Little Bluestem towards Flourish Dr 219.



Along Flourish Dr in 219.



Bellflower sign area well maintained.



Ponds well maintained.





Mail kiosks in 219.



Roundabout by dog park.



Dog park well maintained.







Nature path behind dog park.





Wildlife.



Tab 8



Brian E. Corley
Supervisor of Elections
PO Box 300
Dade City FL 33526-0300

1-800-851-8754
www.PascoVotes.gov

April 22, 2024

Ms. Debby Wallace
3434 Colwell Ave, Suite 200
Tampa FL 33614

Dear Ms. Wallace:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2024.

- Connerton East Community Development District 534
- Mitchell Ranch Community Development District 735

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer