



Rizzetta & Company

# **Fishhawk Community Development District IV**

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**Board of Supervisors' Meeting  
January 4, 2024**

**District Office:  
2700 S. Falkenburg Road Suite 2745  
Riverview, Florida 33578  
813.533.2950**

**[www.fishhawkcdd4.org](http://www.fishhawkcdd4.org)**

## **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**

Lake House of FishHawk Ranch West, 6001 Village Center Drive, Lithia, FL 33547

[www.fishhawkcdd4.org](http://www.fishhawkcdd4.org)

<b>Board of Supervisors</b>	Dayna Kennington	Chair
	Daniel Rothrock	Vice Chair
	Jeffrey Stewart	Assistant Secretary
	Adam Brygidyr	Assistant Secretary
	Scott Sheffield	Assistant Secretary
<b>District Manager</b>	Debby Wallace	Rizzetta & Company, Inc.
<b>District Counsel</b>	Erin McCormick	Erin McCormick Law, PA
<b>District Engineer</b>	Stephen Brletic	BDI

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

The audience comments portion of the agenda is when 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) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY), or 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.

# FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV

District Office – Tampa, Florida (813) 933-5571  
Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614  
[www.fishhawkcdd4.org](http://www.fishhawkcdd4.org)

**Board of Supervisors  
FishHawk Community  
Development District IV**

December 27, 2023

## **AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of FishHawk Community Development District IV will be held on **Thursday, January 4, 2024 at 10:00 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of Board of Supervisors' Regular Meeting held on December 7, 2023.....Tab 1
  - B. Ratification of Operations & Maintenance Expenditures for November 2023.....Tab 2
- 4. STAFF REPORTS**
  - A. Landscape Inspection Services Report.....Tab 3
  - B. Landscape Report
  - C. Irrigation Report .....Tab 4
  - D. Aquatic Services Report (under separate cover)
  - E. District Counsel
  - F. District Engineer
  - G. HOA Property Manager
  - H. District Manager .....Tab 5
- 5. BUSINESS ITEMS**
  - A. Consideration of Field Services Addendum .....Tab 6
  - B. Consideration of Audit Engagement Letter .....Tab 7
  - C. Ratification of GT Preserve Developer Agreement .....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) 933-5571.

Sincerely,

*Debby Wallace*

Debby Wallace  
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.*

**FISHHAWK  
COMMUNITY DEVELOPMENT DISTRICT IV**

The regular meeting of the Board of Supervisors of the FishHawk Community Development District IV was held on **Thursday, December 7, 2023, at 10:05 a.m.** at the Lake House of FishHawk Ranch West, located at 6001 Village Center Drive, Lithia, Florida 33547.

Present and constituting a quorum were:

Dayna Kennington	<b>Board Supervisor, Chairman</b>
Daniel Rothrock	<b>Board Supervisor, Vice Chairman</b>
Jeffrey Stewart	<b>Board Supervisor, Assistant Secretary</b>
Adam Brygidyr	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Debby Wallace	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Erin McCormick	<b>District Counsel; Erin McCormick Law</b>
Wesley Elias	<b>District Manager; Rizzetta &amp; Company, Inc.</b>
Stephen Brletic	<b>District Engineer, BDI (via phone)</b>
Patti Picciano	<b>HOA Property Manager</b>
Sam Patel	<b>Representative, Brightview</b>
Gail Huff	<b>Representative, Ballenger Irrigation</b>
Paul	<b>Representative, Ballenger Irrigation</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Wallace called the meeting to order and read roll call, confirming a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

The Board approved a motion to raise the canopy of two Magnolia trees in an amount not to exceed \$200.00.

On a Motion by Mr. Stewart, seconded by Mr. Rothrock, with all in favor, the Board of Supervisors approved to raise the canopy of two magnolia trees in an amount of a not to exceed \$200.00, for the FishHawk Community Development District IV.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of  
Supervisors' Regular Meeting Held  
November 2, 2023**

Ms. Wallace presented the minutes of the Board of Supervisors' meeting held on November 2, 2023, to the Board. There were no questions on the minutes.

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors regular meeting held on November 2, 2023, as presented, for the FishHawk Community Development District IV.

**FOURTH ORDER OF BUSINESS**

**Ratification of Operations &  
Maintenance Expenditures for  
October 2023**

Ms. Wallace presented the October 2023 Operation & Maintenance Expenditures to the Board.

On a Motion by Mr. Rothrock, seconded by Mr. Stewart, with all in favor, the Board of Supervisors ratified the Operations & Maintenance expenditures for October 2023 (\$114,200.95), for the FishHawk Community Development District IV.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Services Report**

The Board reviewed the field inspection report with the Board. The Board agreed that the dead palm tree should be removed and directed District Manager to approve a proposal to have it removed.

**B. Landscape Report**

Mr. Patel reviewed the report with the Board and reported that the mulch is 80% installed and the annuals have been installed.

**C. Irrigation Services Report**

The report was reviewed with the Board.

**D. Aquatic Services Report**

The Board reviewed the aquatic services report.

**E. District Counsel**

i. Update Regarding Conveyance of the Gopher Tortoise Preserve (GTP) Property from Developer to the District  
Ms. McCormick provided an update of her communication with Developer's counsel. The Developer is willing to pay certain expenses if CDD accepts conveyance.

ii. Maintenance/Permitting Activities GTP Property  
Ms. McCormick discussed this with the Board.

iii. Agreement between Developer and District Regarding GTP Property  
Ms. McCormick distributed a draft of the agreement and map of the GTP property which Developer's counsel has reviewed, but Developer still needs to review and agree.

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors approved the draft agreement in substantial form, subject to Developer's final agreement and authorized the Chairman to approve any material changes, for the FishHawk Community Development District IV.

District Counsel to confirm that the GTP Property is in existing boundaries of the District for insurance purposes.

**F. District Engineer**

No Report.

**G. HOA Property Manager**

Ms. Picciano announced that there is a new HOA Board.

**H. District Manager**

Ms. Wallace reviewed her report with the Board. There were no questions.  
The next CDD meeting will be held January 4, 2024, at 10:00 a.m.

**SIXTH ORDER OF BUSINESS**

**Appointment of Open Board Seat**

David Mendez Vivas and Scott Sheffield were in attendance and answered the Board's questions.

On a Motion by Mr. Rothrock, seconded by Ms. Kennington, with all in favor, the Board of Supervisors appointed Scott Sheffield to Seat 3, Term 2020-2024, for the FishHawk Community Development District IV.

116 Ms. Wallace to administer oath after the meeting and will provide contact information  
117 to District Counsel to follow-up with Mr. Sheffield after the meeting.

118  
119 **SEVENTH ORDER OF BUSINESS**

**Supervisor Comments**

120  
121 Mr. Rothrock had a comment regarding the water management project.

122  
123 **EIGHTH ORDER OF BUSINESS**

**Adjournment**

124  

On a Motion by Mr. Rothrock, seconded by, Ms. Kennington with all in favor, the Board of Supervisors adjourned the meeting at 11:02 a.m. for the FishHawk Community Development District IV.

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129 \_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chair / Vice Chair

## Tab 2

# FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · RIVERVIEW, FLORIDA

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

**Operation and Maintenance Expenditures  
November 2023  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$89,677.60**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Adam Brygidyr	100024	AB110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Ballenger & Company, Inc.	100021	23497	Irrigation Repairs 10/23	\$ 270.00
Ballenger & Company, Inc.	100021	23543	Irrigation Maintenance 11/23	\$ 4,550.00
Ballenger & Company, Inc.	100025	23250	Irrigation Repairs 10/23	\$ 497.00
Ballenger & Company, Inc.	100025	23477	Irrigation Maintenance 10/23	\$ 4,550.00
BrightView Landscape Services, Inc.	100020	8629072	Mulch Landscape 09/23	\$ 6,400.00
BrightView Landscape Services, Inc.	100020	8648769	Monthly Landscape Maintenance 11/23	\$ 18,410.83
BrightView Landscape Services, Inc.	100022	8667926	Landscape Maintenance 10/23	\$ 756.00
Brletic Dvorak, Inc.	100026	1251	Engineering Services 10/23	\$ 1,000.00
Daniel Gray Rothrock	100027	DR110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Dayna J. Kennington	100028	DK110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Erin McCormick Law, P.A.	100029	10688	Legal Services 09/23	\$ 3,827.00
Erin McCormick Law, P.A.	100029	10699	Legal Services 10/23	\$ 3,114.12

## Fishhawk IV Community Development District

### Paid Operation & Maintenance Expenditures

November 1, 2023 Through November 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	100023	89057	Special District Fee FY23/24	\$ 175.00
Hillsborough County BOCC	20231122-2	1416996147 ACH 10/23B	14223 Lambert Bridge 10/23	\$ 179.89
Jeffrey Stewart	100030	JS110223	Board of Supervisors Meeting 11/02/23	\$ 200.00
Poop 911	100031	7801820	11 Doggie Stations & 10 Trashcans 10/23	\$ 702.00
Rizzetta & Company, Inc.	100019	INV0000084987	District Management Services 11/23	\$ 4,830.67
Sitex Aquatics, LLC	100032	7667B	Monthly Lake Maintenance 11/23	\$ 1,750.00
TECO	20231115-1	211017320014 10/23 ACH	Village Center Dr PH2 10/23	\$ 11,940.19
TECO	20231120-1	211009775761 10/23 ACH	13773 Fishhawk Blvd 10/23	\$ 37.02
TECO	20231120-1	211009776033 10/23 ACH	5601 Balcony Bridge 10/23	\$ 33.30
TECO	20231122-1	321000017145 Summary 10/23 ACH	Electric Summary 10/23	<u>\$ 25,854.58</u>
<b>Total Report</b>				<b><u>\$ 89,677.60</u></b>



## **Tab 3**

# FISHHAWK IV

## LANDSCAPE INSPECTION REPORT



December 21st, 2023  
Rizzetta & Company  
John Fowler – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Mosaic

## General Updates, Recent & Upcoming Maintenance Events

- ❑ Continue the service for the annual beds. They are doing much better.
- ❑ When is the next fertilizer event scheduled?

The following are action items for BrightView to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold & Underlined question or info for BOS.** **Orange** is for Staff.

1. Noting that Brightview is doing a much better job on the annuals throughout the district over the last few inspections.
2. Remove large weeds growing through the Juniper 'Parsoni' on the West ROW of Mosaic just South of Fishhawk Blvd.
3. **Remove a staking system on a palm tree no longer needed on median of Mosaic just North of Circa Crossing roundabout. (Pic. 3)**
4. Schedule a pruning event for the Jasmine on Circa Crossing before entering Sagewood.
5. Ensure the Jasmine is edged off the curbing each service at the Sagewood entrance off Circa Crossing.
6. Treat ant mound on Circa Crossing sidewalk.
7. **Raise the Oak canopy starting to hide a speed limit sign on the North ROW of Circa Crossing just West of the Mosaic roundabout heading towards Sagewood.**
8. **Raise the Oak canopies on Circa Crossing from Mosaic to the entrance of Sagewood hanging low over the sidewalk. This is for both ROWs.**
9. Treat broadleaf turf weeds and Dollarweed on Circa Crossing ROWs between the road and the sidewalk.
10. Remove vines growing on the Juniper 'Parsoni' as well as weeds growing up through them, on the Southwest corner of Circa Crossing and Mosaic intersection.
11. There are a couple Indian Hawthorn in the Mosaic medians that appear dead and should be removed.
12. The roundabout on Mosaic and Barrington Stowers enhancement has been completed. The Juniper were removed, and mulch was applied. Looks much better.
13. Treat crack weeds in the pavers in the Mosaic and Barrington Stowers roundabout.
14. Schedule a pruning event for the Viburnum that line the aluminum fence on Boyette on the South ROW of Sagewood.



# Watercolor, Sagewood

15. New turf has been installed on the Northwest ROW of Watercolor and Boyette intersection.
16. Raise the tree canopies overhanging the sidewalk on Watercolor from Boyette to Village Center Dr.
17. Diagnose and treat declining Croton on the entrance ROW on Sparrowhead Way before entering Encore.
18. Treat the bed weeds on Sparrowhead Way before entering Encore.
19. Remove dead fronds out of the Pygmy Date Palms in the median with the gate on Sparrowhead Way entering Encore.
20. Diagnose and treat Zoysia turf on the East ROW of Sparrowhead Way.
21. Remove staking system on the Sable Palm on the Southwest corner of Watercolor and Village Center Dr. (Pic. 21)



22. There is a dead Sable Palm on Village Center Dr. median just South of Watercolor Dr. Has this been proposed for removal?
23. Remove sucker growth off the trees in the medians of Natures Reserve Dr. heading into Encore. This will help raise the canopy off the other shrubs in the median.

24. Treat the broadleaf turf weeds on Natures Reserve Dr. at the Encore entrance.

25. Remove a declining Bird of Paradise right after you exit Encore on Natures Reserve Dr. Remove any dead or declining material. (Pic. 25)



26. Pull weeds growing up through the Jasmine at Natures Reserve Dr. median heading into Encore.
27. The declining Bougainvillea have been removed on Natures Reserve Dr. median heading into the Oaks. Need to propose something new to fill in the void.
28. Raise the Oak canopies overhanging the road on the West ROW of Iron Horse Dr. at the passive park located between the road and the sidewalk.
29. Pull some tall weeds growing up through the shrubs on Quintessa Ln. roundabout bed.
30. Diagnose and treat declining turf on Quintessa Ln. roundabout.
31. Diagnose and treat declining turf on Lambert Bridge ROW between road and sidewalk along passive park shared with Iron Horse.
32. Treat ants in turf and in tree rings on Village Center Dr. ROW.





# VCD, Natures Reserve, The Oaks

33. Diagnose and treat declining turf on Village Center Dr. East ROW from Natures Reserve to Watercolor Dr.

34. Diagnose and treat declining Plumbago on the Southeast corner of Village Center Dr. and Watercolor Dr. Remove any dead or diseased material. Can we cut these back?

35. Raise Oak canopies and Hong Kong Orchid canopies on Village Center Dr. East ROW from Watercolor Dr. to Shell Ridge.

**36. Remove large Oak sucker growth in the medians of Village Center Dr. between Quarry Lake Rd. and Slate Rock Way.**

37. Diagnose and treat turf in medians on Village Center Dr. from Watercolor to Barrington Stowers. It appears chlorotic.

38. Noting the dead Indian Hawthorn have been removed at the Slate Rock and VCD roundabout and looks much better.

39. Clean out dead in Flax Lilies and remove a palm volunteer at the intersection of Barrington Stowers and Village Center Dr. (Pic. 39)



**40. Sable Palm in front of unit 5822 Village Center Dr. is dead and needs to be removed. Was this proposed? In my opinion, I feel this does not need replaced.**

41. Remove a Brazilian Pepper growing within the shrubs on Village Center Dr. ROW between Barrington Stowers and Circa Fishhawk.

**42. Remove the hanging frond on the Bismark Palm at the Circa Fishhawk and VCD roundabout.**

**43. Remove the large grassy weeds growing within the Juniper on Village Center Dr. just before the Circa Fishhawk roundabout.**

44. Treat the weeds in the pavers on the Circa Fishhawk and VCD roundabout.

45. There is a flag next to a repaired drip line at the park on Cher Hill. Just making sure this will be pinned down.

46. Schedule a pruning event for the Ligustrum tree on the walk path between Rolling Dunes and Parkside Ridge.

47. Stump was grounded on the Eastside of Parkside Ridge Way as well as a couple other areas throughout the district. Need to provide a proposal to fill these in with turf or another tree. In my opinion, turf will suffice in all the areas. (Pic. 47)



**48. Raise Oak canopies at Parkside Ridge park to the contract specifications.**



# Village Center Dr., Watercolor Dr.

49. There was a stump missed for grounding on Parkside Ridge Park on the Westside in line with the one that was removed on the Eastside.

50. Diagnose and treat the declining turf on Barrington Stowers between VCD and Mosaic. It is thin and appears chlorotic.

51. Diagnose and treat Indian Hawthorn on Barrington Stowers between VCD and Mosaic.

52. Central Park on Shell Ridge looks great. Trees were lifted and shrubs were pruned.

53. Treat the Dollarweed on the South ROW of Shell Ridge Dr. just East of Village Center Dr.

54. Hand remove moss in the Crepe Myrtle trees in the CDD portion of the park behind the amenity center. The Ball Moss is detrimental to these. (Pic. 54)



55. Treat Dollarweed on the South Row of Shell Ridge just East of VCD.

56. Raise the Oak canopy on Quartz Lake mailbox kiosk area.

57. Raise Oak canopy overhanging the road on Whispering Bench Way ROW at the basketball court park.

58. Have noticed several areas not mulched. What was included and not included?

59. Remove any vegetation growing over the sidewalk that runs through the park of Spector Rd. and Balcony Bridge.

60. Raise the Oak canopies on Spector Rd. South ROW just East of Circa Fishhawk almost touching the ground. (Pic. 60)



61. Noting Brightview has vastly improved their service on Fishhawk Blvd.



## Tab 4



DECEMBER 26, 2023

**RE: FishHawk IV Maintenance Report**

**Line Items:**

- 18.** Bubbler has been capped. Will continue to monitor area.
- 37.** Double-checked irrigation to confirm no damage has been done.
- 50.** Irrigation coverage has been checked in the area to insure proper coverage.

Irrigation is being adjusted for this time of year. Water restriction still apply to sight and will continue to monitor. Irrigation on annuals has been doing very well and will continue to watch closely.

If you can remove Gail from your E-mail list. She has moved on from Ballenger Irrigation.

You have Stacie Ramsey, John Comuntzis, Myself Paul Vlna for contacts, If you have any questions please give us a call.

Thanks

*Paul Vlna*

*Ballenger Irrigation Manager*

3840 68<sup>th</sup> Ave North, Pinellas Park, FL 33781

Office 727-520-1082



## Tab 5



Rizzetta & Company

## UPCOMING DATES TO REMEMBER

- **Next Meeting:** February 1, 2024 at 10:00am

# District Manager's Report

January 4

# 2023

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### FINANCIAL SUMMARY

11/30/2023

General Fund Cash & Investment  
Balance: \$804,768

Reserve Fund Cash & Investment  
Balance: \$192,276

Debt Service Fund Investment  
Balance: \$208,425

**Total Cash and Investment  
Balances: \$1,205,469**

**General Fund Expense Variance: \$159,584 Under Budget**

## Tab 6

**SECOND ADDENDUM TO THE CONTRACT  
FOR  
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

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This Second Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), by and between **FishHawk IV Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

**WHEREAS**, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated **October 1, 2018** (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:

**RIZZETTA & COMPANY, INC.**

BY:

---

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

---

COMMUNITY:

**FISHHAWK IV COMMUNITY DEVELOPMENT DISTRICT**

BY:

---

PRINTED NAME:

---

TITLE:

---

DATE:

---

## EXHIBIT A

### Schedule of Fees

#### STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

---

#### MONTHLY

\$775

#### ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00

## **Tab 7**



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

June 7, 2023

To Board of Supervisors  
FishHawk IV Community Development District  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625

We are pleased to confirm our understanding of the services we are to provide FishHawk IV Community Development District, Hillsborough County, Florida ("the District") for the fiscal years ended September 30, 2023, with an option for two (2) additional annual renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of FishHawk IV Community Development District as of and for the fiscal years ended September 30, 2023, with an option for two (2) additional annual renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.



**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

This agreement provides for a contract period of one (1) year with the option of two (2) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,200 for the September 30, 2023 audit. The fees for fiscal year 2024 and 2025 will not exceed \$4,300 and \$4,400, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to FishHawk IV Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of FishHawk IV Community Development District.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

## Tab 8

**AGREEMENT BETWEEN NNP IV – LAKE HUTTO, LLC AND  
FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV  
REGARDING PERMIT COMPLIANCE ACTIVITIES AND  
CONVEYANCE OF GOPHER TORTOISE PRESERVE PROPERTY**

This Agreement (“Agreement”) is entered into as of December 21, 2023, by and between **NNP IV-LAKE HUTTO, LLC**, a Florida limited liability company whose address is: 3162 South Falkenburg Road, Riverview, Florida 33578 (“**NNP**”), and **FISHHAWK COMMUNITY DEVELOPMENT DISTRICT IV**, a unit of special purpose local government organized and existing pursuant to Chapter 190, *Florida Statutes*, whose address is: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “**District**”).

**RECITALS:**

WHEREAS, NNP is the Grantor of the Conservation Easement recorded at Official Record Book 19423, Page 1882 of the Public Records of Hillsborough County, Florida (the “**Conservation Easement**”), in favor of the of the Florida Fish and Wildlife Conservation Commission (the “**FWC**”);

WHEREAS, a portion of the property subject to the Conservation Easement which is located south of Fishhawk Boulevard is located wholly within the boundaries of the District (the “**Easement Property**”); and

WHEREAS, the Easement Property is also subject to the Habitat Management Plan, dated June 30, 2008, and attached to the Conservation Easement as Exhibit “B” (the “**Habitat Management Plan**”); and

WHEREAS, the staff of the FWC conducted compliance site visits to the subject property on July 22, 2022 and December 13, 2022 and prepared the Conservation Easement Compliance Site Visit Form, attached as Exhibit “A,” identifying management needs for the Easement Property (referred to in the Conservation Easement Compliance Site Visit Form as the “Southern section”) in order to bring the Easement Property into compliance with the Habitat Management Plan; and

WHEREAS, NNP desires to convey certain property located within the boundaries of the District, including the Easement Property, to the District (the “**Property**”), and the District is agreeable to accepting the Property, subject to NNP paying all costs of management needs for the Easement Property in order to bring the Easement Property into compliance with the Habitat Management Plan. A legal description and sketch of the Property is attached as Exhibit “B”.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the acts and deeds to be performed by the parties to this Agreement, and the payment by NNP to the District of the sums of money herein specified, it is mutually covenanted and agreed as follows:

### **Article 1. Retaining Biologist/Environmental Consultant.**

Upon receipt by the District of payment from NNP in an amount of Nine Thousand Seven Hundred Dollars and xx/100<sup>th</sup> (\$9,700.00), the District will engage Quest Ecology, Inc., as its biology/environmental consultant (the “**Consultant**”) to perform certain tasks in order to prepare a proposal package and obtain proposals from contractors to perform the appropriate maintenance activities (the “**Maintenance Activities**”) for the Easement Area, and to obtain FWC concurrence on the Easement Areas compliance with the Habitat Management Plan, following the Maintenance Activities. A copy of Consultant’s Proposal is attached as Exhibit “C,” and consists of Tasks 1, 2 and 4 of Consultant’s Proposal, in the amount of Nine Thousand Seven Hundred Dollars and xx/100<sup>th</sup> (\$9,700.00).

**Article 2. Consideration of Proposals for the Maintenance Activities.** The Board of Supervisors of the District (the “**Board**”) will consider proposals from contractors to perform the Maintenance Activities, and the recommendations of the Consultant with respect to the proposals received. Such proposals may include a lump sum cost, per item costs, hourly costs, and/or some other formula for billing for the performance of the Maintenance Activities, and the Board shall consider whether to award a contract to one of the contractors to perform the Maintenance Activities. It is further anticipated that the proposals will be presented to the Board at the March 1, 2024 Board meeting or sooner.

**Article 3. Selection of Contractor to Perform Maintenance Activities.** If the Board determines that it is in the best interests of the District and its residents, then the Board shall select one of the contractors submitting a proposal to perform the Maintenance Activities, subject to agreement by NNP to pay the costs for such Maintenance Activities, in accord with Article 4 below.

**Article 4. Payment of Contractor to Perform Maintenance Activities.** Upon a determination by the Board that it is in the best interests for the District and its residents to enter into a contract with one of the contractors submitting a proposal for the Maintenance Work, the proposed cost for the Maintenance Work shall be provided to NNP. The proposed cost which is provided to NNP for the Maintenance Work shall be based on the selected contractor’s proposal (“**Maintenance Work Cost**”). In the event that the actual dollar amount for the Maintenance Activities cannot be determined based on the Contractor’s proposal with reasonable certainty prior to completion of the Maintenance Activities, the Board shall, based on input from the Consultant and the District’s Engineer, use reasonable efforts and the proposal submitted by the selected Contractor, to project the Maintenance Work Cost, including a fifteen (15) percent (15%) contingency for unanticipated costs. The Board shall make the final determination regarding the Maintenance Work Cost.

**Article 5. NNP Approval and Payment of Costs for Maintenance Activities.** NNP shall review the selected contractor’s proposal and the Maintenance Work Cost identified by the District, and shall have thirty (30) days from NNP’s receipt of written notice from the District of the Maintenance Work Cost with the selected contractor’s proposal to advise the District if it accepts the projected Maintenance Work Cost, and to complete the following:

- (i) to pay a sum equal to the Maintenance Work Cost to the District; and
- (ii) to provide a title report for the Property deemed acceptable by the Board and its staff; and
- (iii) to provide proof that all taxes and other assessments against the Property have been satisfied; and
- (iv) to provide a Special Warranty Deed for conveyance of the Property to the District, for acceptance by the Board at its next regularly scheduled meeting.

Following the completion of (i), (ii), (iii), and (iv) above, the District shall accept the transfer of the Property from NNP by Special Warranty Deed at its next regularly scheduled meeting. It is agreed to by the parties that the District shall have no obligation, based on this Agreement, to accept the Property, until the conditions precedent set forth in this Article 5 (i), (ii), (iii), and (iv) are fulfilled by NNP.

**Article 6. Controlling Law; Venue.** NNP and the District agree that this Agreement shall be controlled by and governed by the laws of the State of Florida. Venue for the purpose of any litigation arising out of this Agreement shall be Hillsborough County, Florida.

**Article 7. Term/Termination.** This Agreement shall be in effect until (a) conveyance of the Property from NNP to District, in accordance with the terms of this Agreement, or (b) until expiration of the thirty (30) day time period for NNP to advise the District if it accepts and agrees to pay the projected Maintenance Work Cost, and to complete the conditions set forth in Article 5 (i), (ii), (iii) and (iv), whichever occurs first.


**Article 8. Execution.** The execution of this Agreement has been duly authorized by the appropriate body or office of the District and NNP, both the District and NNP have complied with the requirements of law, and both the District and NNP have full power and authority to comply with the terms and provisions of this instrument. This Agreement may be executed in separate counterparts, which, when taken together, shall constitute one agreement. Copies of signatures and electronic signatures (such as DocuSign) shall have the same effect as an original.

*[Signatures begin on next page]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first written above.

**Fishhawk Community Development District IV**, a local unit of special-purpose government established pursuant to Chapter 190, F.S.



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Vice-Chair, Board of Supervisors  
Daniel Rothrock

*[Signatures continue on next page]*

**NNP IV-LAKE HUTTO, LLC,**  
a Delaware limited liability company

By:  DocuSigned by:  
CF485102FC7A427...  
Len Jaffe, Vice President

EXHIBIT “A”

FWC Conservation Easement Site Visit Compliance Form

[Attached on the following pages.]

## Conservation Easement Compliance Site Visit Form

<b>Site Name</b>	<b>Lake Hutto/FishHawk</b>
<b>Date</b>	<b>7/22/2022 and 12/13/2022</b>
<b>Incidental take permit # (if applicable):</b>	<b>Hil-253</b>
<b>Property County*</b>	<b>Hillsborough</b>
<b>Easement Size (Acres)</b>	<b>150.7</b>
<b>Date of Last Site Visit</b>	
<b>Ambient Weather Conditions</b>	<b>sunny</b>
<b>Visit Attendees</b>	<b>Contact Information</b>
Compliance Biologist: Karlene Happell	Karlene.Happell@myfwc.com
Additional FWC Biologist(s): Luis Gonzalez	Gonzalez, Luis <Luis.Gonzalez@MyFWC.com>
Property Owner: NNP IV- Lake Hutto, LLC, a Delaware Limited Liability Company and Hillsborough County	
Other (e.g., land manager): Bernie Kaiser, Tara Rambo, Rose O'Donovan, Joselee Burgos	Kaiser, Bernard <KAISERB@HillsboroughCounty.ORG>; O'Donovan, Rose <ODonovanR@hillsboroughcounty.org>; Tara Rambo <a href="mailto:trambo@wildlandsconservation.org">trambo@wildlandsconservation.org</a> Burgos, Joselee <BurgosJN@hillsboroughcounty.org>

The Lake Hutto and the FishHawk Blvd improvements easement is currently being held by two property owners. Part of the northeast is owned by Hillsborough County while the rest is owned by NNP IV- Lake Hutto, LLC, a Delaware Limited Liability Company (Newland Communities). Lake Hutto Community Development District (CDD) (now called the FishHawk CDD) or its assignee are responsible for managing the portion labelled as FishHawk Ranch CDD and NNP IV-Lake Hutto LLC (Figure 1). Part of the original northeast section was released from the easement to create a sports complex (the area outlined in yellow). To compensate for that loss, the Hillsborough County portion directly to the west of the sports complex was added to the easement.

This easement is also for fox squirrels and kestrels, so some site requirements and recommendations are for these animals.

### 1. Date of last monitoring report sent:

7/20/2022

**2. Have there been any natural disasters, remediations, or unexpected environmental changes resulting in damage to the site?**

No

**3. Is the perimeter of the conservation easement area clearly recognizable, and is perimeter fencing material, if required, in good shape (standing, no holes, etc.)?**

The fence where there has always required a fence was standing and in decent condition. There is not a fence separating the Hillsborough County property from the CDD property in the southern section of the property and the northwestern section that is not used for gopher tortoises does not have a fence as it is open for public use. The northeastern section also had fencing in decent condition.

**4. Provide an overall description of the present conditions within the site:**

Southern section: I reclassified 50% of the original Residential, Improved Pastures, and Woodland Pastures areas as Rural Open and the other 50% as Conifer Mixed Hardwood. The newly classified Conifer Mixed Hardwood has a fairly high canopy cover (Figure 2). The Rural Open had tall grass (Figure 3) and a number of exotics (Figure 4). I reclassified 95% of the original Conifer Mixed Hardwood as Mesic Hammock, with the rest being Rural Open. The Hammock had a high canopy and a few patches of good herbaceous ground cover (Figure 5). I reclassified the original Sand Live Oak as Scrub. All the oaks were small trees classifying them as canopy. This created almost a 100% canopy cover. There was little shrub and herbaceous cover (Figure 6). The original Longleaf Pine-Xeric Oak was reclassified as the new Conifer Mixed Hardwood. There were no longleaf pines in this area, but it did have sand pines. The canopy cover was higher, but there was still herbaceous ground cover (Figure 7). This area had been thinned at the end of 2021. Bahia grass, and natal grass were present in the original residential area/unimproved pasture while Caesar's weed and some cogongrass was present throughout (Figure 8). There is a lot of hog rooting in the area (Figure 9). The habitat management plans states that hogs (2009; page 14) and all exotic plants including bahia (2009; pages 9 and 12) will be removed. There was no evidence of a burn having been done in years as there was no scarring. The LAP biologist states that the oaks are at least 25 years old.

Northwestern section: Is not listed as gopher tortoise habitat, however it is listed as Sherman's fox squirrel and kestrel preservation area. This region was listed as Bay Swamp, Hardwood-Conifer Mix, and some Woodland Pasture; however, the whole region is a Hardwood Wetland. The canopy cover is estimated very high with little herbaceous groundcover and saw palmettos as the primary shrub cover (Figure 10). There was a lot of hog rooting (Figure 11) and exotics (Figure 12).

Northeastern section: The original section (the very northern part of this section), the part still owned by the CDD, was listed as Hardwood-Conifer mixed and wetland forested mix,

with a sliver of improved pasture on the original application. The Hardwood-Coniferous Mix is an accurate landcover description for this area. Canopy was high, shrub cover patchy, and herbaceous groundcover low (Figure 13). There was hog rooting (Figure 14) and exotics (Figure 15). The area added in 2014 was originally Cropland and Pastureland and Hardwood Conifer Mixed. The northern part of this new area was more of a Rural Open Community and had low to moderate canopy and high herbaceous groundcover (Figure 16). Most of the herbaceous groundcover was bahia grass, though it was clear some natives had been planted. There was also a larger cogon patch in this area (Figure 17). The southern 2014 section was more Mixed Hardwood-Coniferous with a higher canopy cover and lower herbaceous groundcover (Figure 18). This area also had more invasives (Figure 19). Hogs did not seem to be a problem for either area.

**5. Are there areas of the site that do not appear to be managed in compliance with the site's Habitat Management Plan? YES X NO N/A If so, please describe those areas:**

All areas need to be managed.

- Southern section: The habitat needs management and more needs to be done to maintain the tortoise habitat.
  - The original Residential, Improved Pastures, and Woodland Pastures:
    - Permitted:
      - less than 5% canopy
      - 60% of the ground cover needs to be less than 25cm, and less than 5% exotics.
    - Current:
      - The canopy cover in the newly classified Conifer Mixed Hardwood is about 60%. Rural open did not have canopy, which would bring the estimation of the original areas to be around a 15% canopy cover.
      - The Rural Open also has about 80% ground cover over 25cm and about 20% exotics.
  - The original Conifer Mixed Hardwood:
    - Permitted:
      - less than 40% canopy
      - less than 30% shrub cover
      - 35-80% herbaceous ground cover, with 50% being ideal
      - 50% of the herbaceous ground cover needs to be native.
    - Current:
      - The canopy cover in the Mesic Hammock was over 90%. The Rural Open had 0% canopy, bringing the original area canopy cover to be about 75%.

- It is estimated that this area is around 20% herbaceous ground cover with about 30% of the herbaceous groundcover being invasives.
- The original Sand Live Oak:
  - Permitted:
    - less than 40% canopy
    - less than 30% shrub cover
    - 35-80% herbaceous ground cover, with 50% being ideal.
    - 50% of the herbaceous ground cover needs to be native.
  - Current:
    - All the oaks in the area were about 8ft tall, classifying them as canopy. This created almost a 100% canopy cover.
    - There was about 10% shrub cover with saw palmettos
    - about 15% herbaceous ground cover.
- The original Longleaf Pine-Xeric Oak:
  - Permitted:
    - less than 40% canopy
    - less than 30% shrub cover
    - 35-80% herbaceous ground cover, with 50% being ideal.
    - 50% of the herbaceous ground cover needs to be native.
  - Current:
    - The canopy cover was about 60%
    - about a 40% shrub cover
    - 50% herbaceous ground cover.
    - Of the herbaceous ground cover, about 35% was exotics.
- There is a lot of hog rooting in the area. The habitat management plans states that hogs (2009; page 14) and all exotic plants including bahia (2009; pages 9 and 12) will be removed.
- “Prescribed burning should have followed this mechanical thinning, but due to time constraints and budgeting issues a burn was not able to be conducted.” (Page 9 in the 2021/2022 monitoring report). There was no evidence of a burn having been done in years as there was no scarring. The management plan on page 13 require a burn rotation of every 2-5 years. If burns are not possible, the management plan states that the oaks and palmetto will be thinned every 5-7 years. The LAP biologist states that the oaks are at least 25 years old and need to be thinned.
- According to page 10, a gopher frog breeding pond was to be built in the southern part of the preserve. It appears that the pond never went in because we did not see a pond here.
- Northwestern section: Is not listed as gopher tortoise habitat, however it is listed as Sherman’s fox squirrel and kesterel preservation area. Kestrels and fox squirrels require 20-40% canopy with short grasses and no dense palmettos. This

region was listed as Bay Swamp, Hardwood-Conifer Mix, and some Woodland Pasture, but it was all reclassified as Hardwood Wetland.

- The original Bay Swamp:
  - Permitted:
    - remove of exotics.
- The original Hardwood- Conifer Mix:
  - Permitted:
    - less than 40% canopy
    - less than 30% shrub cover
    - 35-80% herbaceous ground cover, with 50% being ideal.
    - 50% of the herbaceous ground cover needs to be native.
- The original Woodland Pasture:
  - Permitted:
    - less than 5% canopy
    - 60% of the ground cover needs to be less than 25cm, and less than 5% exotics.
- This whole region is reclassified as a Hardwood Wetland.
  - Current:
    - The canopy cover is estimated to be nearly 100%
    - Less than 30% herbaceous groundcover
    - There was a lot of hog rooting and exotics.
- Northeastern section:
  - The original section (the very northern part of this section), the part still owned by the CDD, was listed as Hardwood-Conifer mixed and Wetland Forested Mix, with a sliver of Improved Pasture on the original application. The Hardwood-Conifer Mix and Wetland Forested Mix is accurate and there is not a sliver of Improved Pasture.
    - The Hardwood- Conifer Mix:
      - Permitted:
        - less than 40% canopy
        - less than 30% shrub cover
        - 35-80% herbaceous ground cover, with 50% being ideal.
        - 50% of the herbaceous ground cover needs to be native.
      - Current:
        - canopy cover was estimated to be over 80%
        - the shrub cover was difficult to estimate, but it might be around 30%.
        - The herbaceous groundcover was estimated to be less than 35%.
    - There was a hog rooting and exotics.



- The area added in 2014 was originally Cropland and Pastureland and Hardwood Conifer Mixed, however the plan was to restore it to flatwoods by removing bahia and planting shrubs, grasses, and longleafs.
  - Permitted:
    - Hog management (2014; page 6)
    - Tree canopy between 10-40%
    - shrub cover to be between 10-35%
    - herbaceous groundcover over 50%
    - 90% of the herbaceous groundcover should be native and invasives will not exceed 10%
  - Current:
    - Overall, the northern section and the southern section probably average to over the 40% maximum threshold, but above 35% minimum herbaceous groundcover threshold. It is probably less than 10% invasives, but not 90% native herbaceous groundcover.
    - The northern part of this new area:
      - estimated between 30-40% canopy cover
      - 10-20% shrub cover
      - over 80% herbaceous groundcover
      - Most of the herbaceous groundcover was bahia grass
      - The patch of cogon probably less than 10%
    - The southern part of this new area:
      - estimated canopy cover of over 50%
      - shrub cover was also estimated to be over 50%
      - herbaceous groundcover was estimated to be about 40%.
      - This area also had more invasives, though probably not 10%
    - Hogs did not seem to be a problem for either area.

**6. Are there any noticeable differences in land use since the last site visit or any changes that affect land management?**

This site has not been visited previously. However, the herbaceous ground cover is significantly better than the 2021/2022 report of 11% ground cover. I also estimate the canopy cover as quite a bit higher than the last report.

**7. Are there any prohibited land uses within the easement boundary [e.g. Construction of structures, dumping or placing of soil, dumping of trash, removal or destruction of vegetation, subdivision, or activities detrimental to retention of land or water areas in their existing natural condition etc.]? YES NO X**

**If yes, explain:**

- 8. Are there any disturbance concerns on the property (e.g. hog rooting, public access, poaching, or invasive plants)?** YES ☒ NO

**If yes, explain:**

There was a lot of hog damage, but nothing was being done to control them. The exotic plant species include natal, cogon, Caesar's weed, and bahia grass. Some herbicide treatment was being done, but more needs to be done.

- 9. Are there tortoises and/or active burrows on-site? Does the tortoise population or number of active burrows correspond with the last monitoring report or last site review?**

There are active burrows on the Southern section and the Northeast section. There were 18 burrows seen on the southern section we covered in July, which is about 9 tortoises. There were 10 burrows seen on the Northeast section on northeast section, which is about 5 tortoises. The 2021/2022 report stated 34 burrows on 80 acres (southern section). Considering a transect would cover more area than walking the site, the population size is about the same.

- 10. Are any deceased animals or animals with visible symptoms of disease present on site?**

**If yes, explain:**

There was one mortality on the December visit in the 2014 southern area (Figure 20).

- 11. What remedial actions, if any, are necessary to retain compliance with the provisions of the conservation easement?**

We recommend that all sand pines be removed from the site. We also recommend that the oaks be reduced to one mast producing oak per acre and that all other pine species be reduced to a basal area of 20-30 square feet per acre. The unimproved woodland pasture needs to be mowed to reduce shrub brush height to 3ft and the area needs to be burned on a 2-3 year rotation. Any category 1 and 2 exotics such as Caesar's weed, cogon grass, and natal grass need to be treated with herbicide.

- 12. Are there any other potential compliance concerns or site-specific notes? If species other than gopher tortoises or non-habitat are listed within the site's management plan, do these species or habitats appear to be negatively impacted by current land use activities?**

Fox squirrels and kestrels are also in the easement. Their requirements are similar to gopher tortoises. Because the site needs management for gopher tortoises, it also needs management for the squirrels and kestrels. In addition, the HMP had four kestrel boxes on the map (Figure 21). We looked for all of them, but only found one, which was broken and on the ground (Figure 22). New kestrel boxes with bedding need to be put back up. A utility line is allowed in the northeastern section (Figure 23). A cement walkway and an elevated boardwalk are allowed in the northwestern section (Figure 10). They are required to place gopher tortoise conservation area signs up on the property (Figure 24).

### 13. Other Comments:

### 14. Figures and Captions:

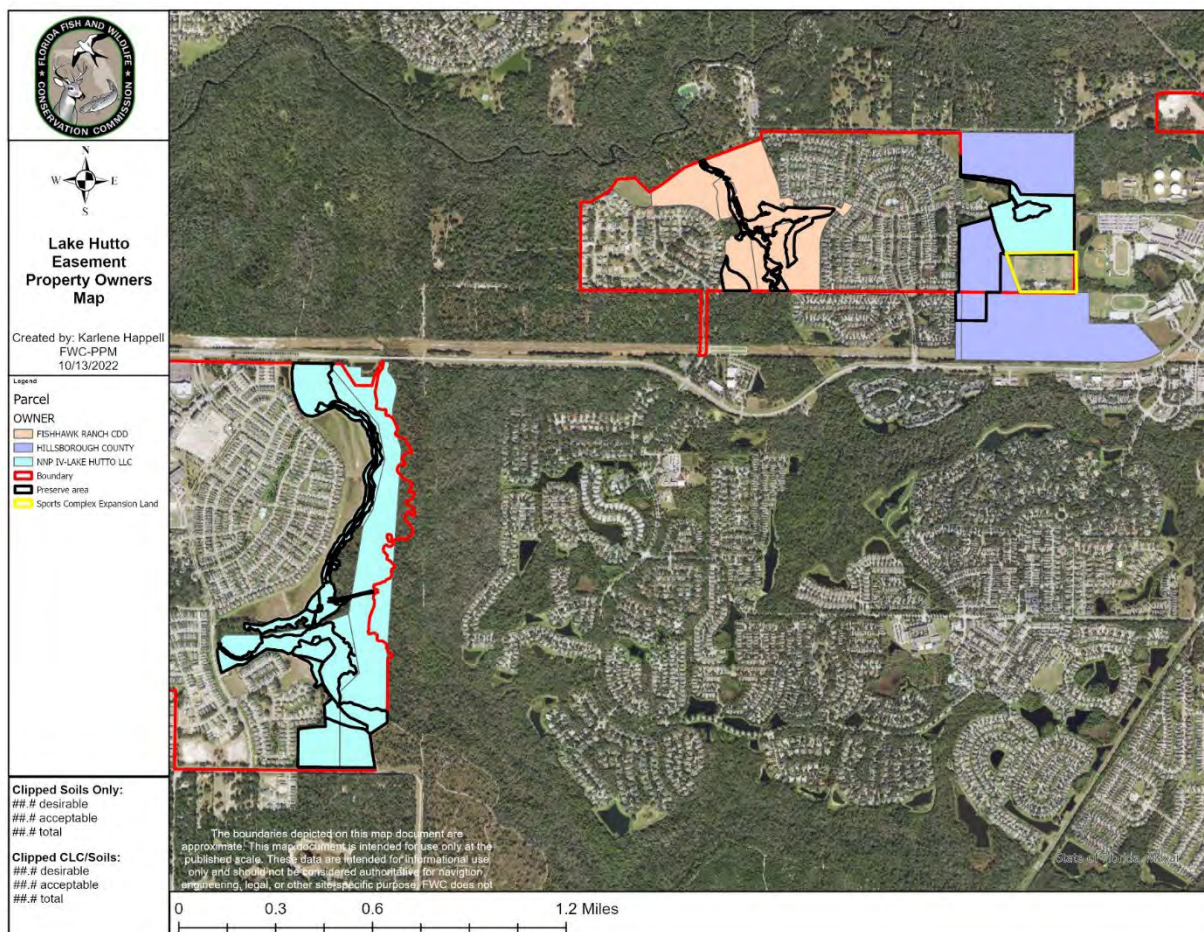


Figure 1. Property owners of the Lake Hutto/FishHawk easement.





Figure 2. High tree canopy cover in the original Woodland Pasture, now Mix Hardwood Conifers for the southern section of the easement.





Figure 3. The grass is over 25cm tall in the original Woodland Pasture, now Rural Open in the southern section of the easement.





Figure 4. About 20% natal grass in the original Improved Pasture area, now Rural Open in the southern section of the easement.





Figure 5. The original Conifer Mixed Hardwood that is now Mesic Hammock with little ground cover in the southern section of the easement.



Figure 6. The original Sand Live Oak now classified as Scrub, with little shrub and herbaceous ground cover in the southern section of the easement.





Figure 7. The original Longleaf Pine-Xeric Oak is now a Mixed Hardwood Conifer forest in the southern section of the easement.



Figure 8. Invasive Caesar's Weed in the southern section of the easement.





Figure 9. Hog rooting in the southern section of the easement.





Figure 10. Hardwood Wetland in the northwest with high canopy and low herbaceous groundcover.





Figure 11. Hog damage done in the northwest section.





Figure 12. Caesar's weed in the northwest section.





Figure 13. Mixed Hardwood-Coniferous forest in the northeast owned by the CDD with a high canopy and low herbaceous cover.





Figure 14. Hog damage on CDD property in the northeast section.





Figure 15. Cogon on CDD property in the northeast section.





Figure 16. The Hillsborough northern section of the northeast section of the easement with high herbaceous cover and lower canopy. The herbaceous cover was primarily bahia, but there was evidence of native seed planting.





Figure 17. The cogon patch in the Hillsborough northern section of the northeast section of the easement.





Figure 18. The Hillsborough southern section of the northeast section of the easement with high canopy.





Figure 19. Caesar's weed on Hillsborough County Property.





Figure 20. Deceased tortoise on Hillsborough County property.

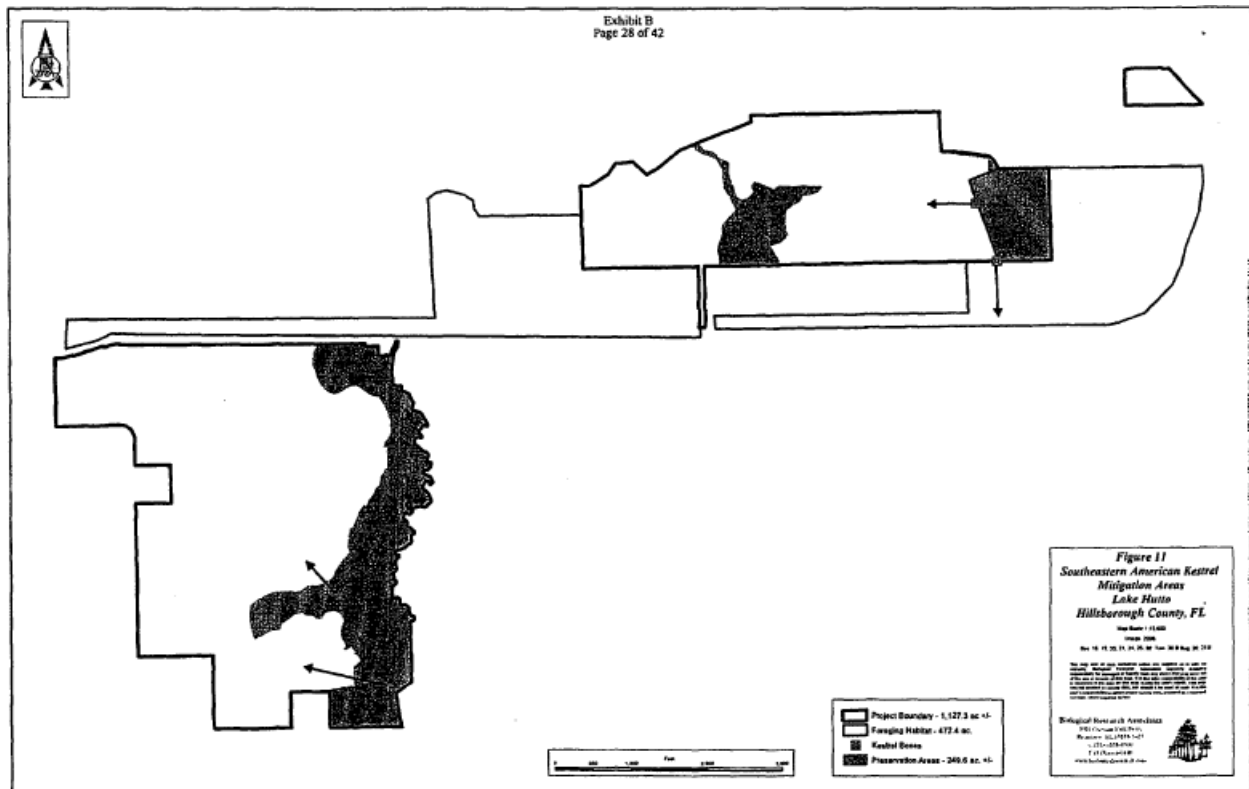


Figure 21. Original placement of kestrel boxes on the easement as indicated by the arrows.





Figure 22. Only kestrel box seen on the easement.





Figure 23 Utility pipe allowed on the northeast section of the easement.





Figure 24. Required gopher tortoise conservation signs on the easement.





## EXHIBIT "B"

### Legal Description and Sketch of the Property

*[Note, the Easement Property is the portion of the Property described below designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351, Page 515 and corrected by O.R. 19423, Page 1882)" according to the applicable referenced plat.]*

#### **Parcel 1 (1B/1C):**

The portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351, Page 515 and corrected by O.R. 19423, Page 1882)," according to the plat of FISHHAWK RANCH WEST PHASE 1B/1C, as recorded in Plat Book 121, Pages 11 through 34, inclusive, of the Public Records of Hillsborough County, Florida.

#### **Parcel 2 (2A/2B):**

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and corrected by O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 2A/2B, as recorded in Plat Book 123, Pages 165 through 190, inclusive, of the Public Records of Hillsborough County, Florida.

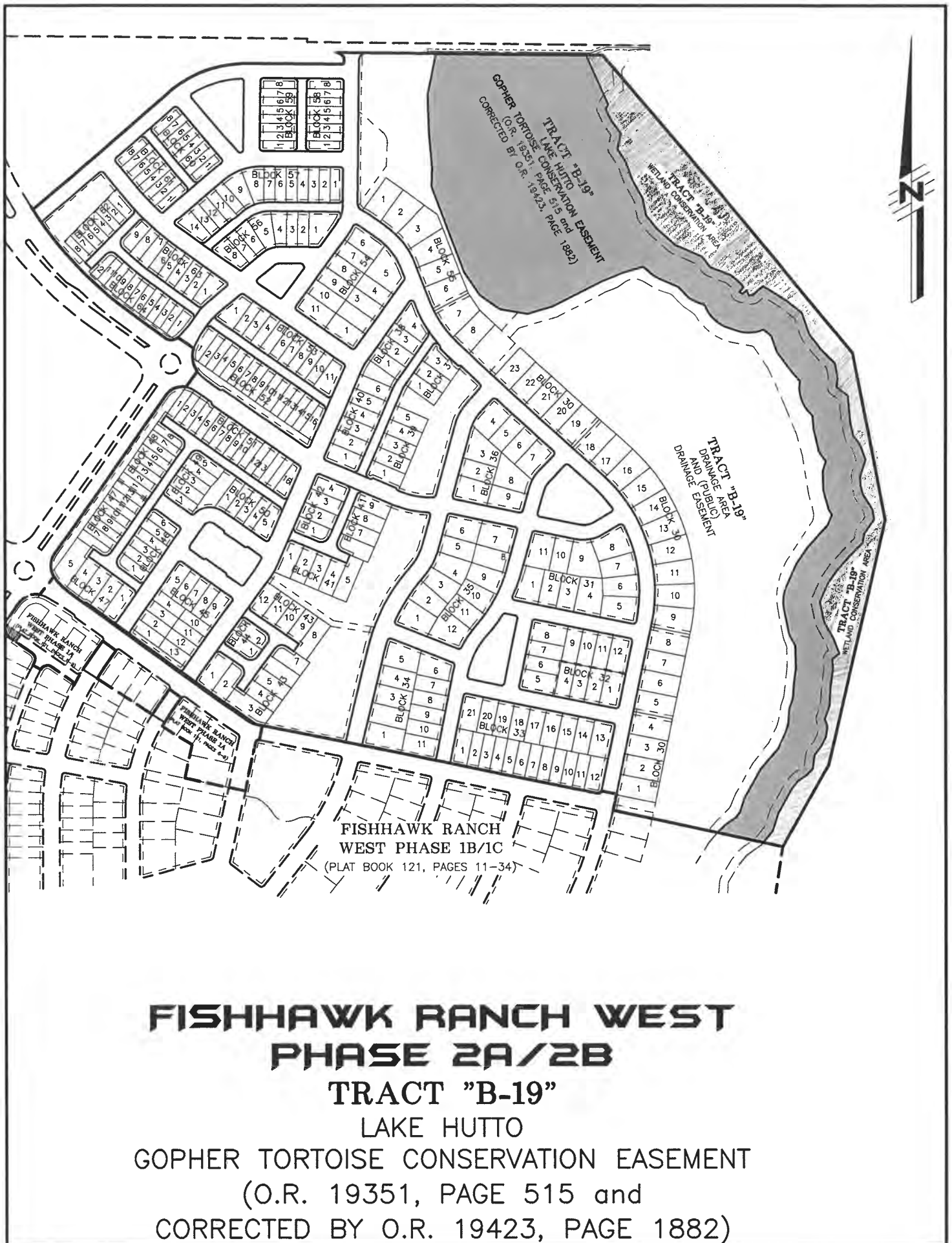
#### **Parcel 3 (4A):**

Those portions of TRACT "B-19" designated as "Lake Hutto Gopher Tortoise Conservation Easement (O.R. 19351 Page 515 and O.R. 19423, Page 1882)" and "Wetland Conservation Area," according to the plat of FISHHAWK RANCH WEST PHASE 4A, as recorded in Plat Book 126, Pages 30 through 42, inclusive, of the Public Records of Hillsborough County, Florida.

*[Depictions follow.]*



**FISHHAWK RANCH WEST**  
**PHASE IB/IC**  
**TRACT "B-19"**  
LAKE HUTTO  
GOPHER TORTOISE CONSERVATION EASEMENT  
(O.R. 19351, PAGE 515 and  
CORRECTED BY O.R. 19423, PAGE 1882)



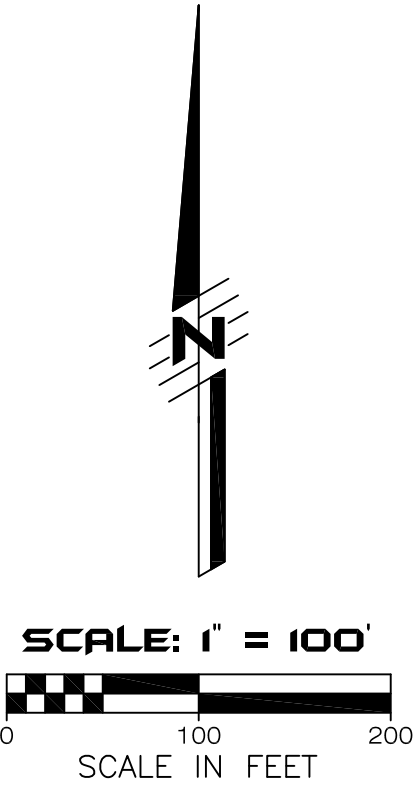
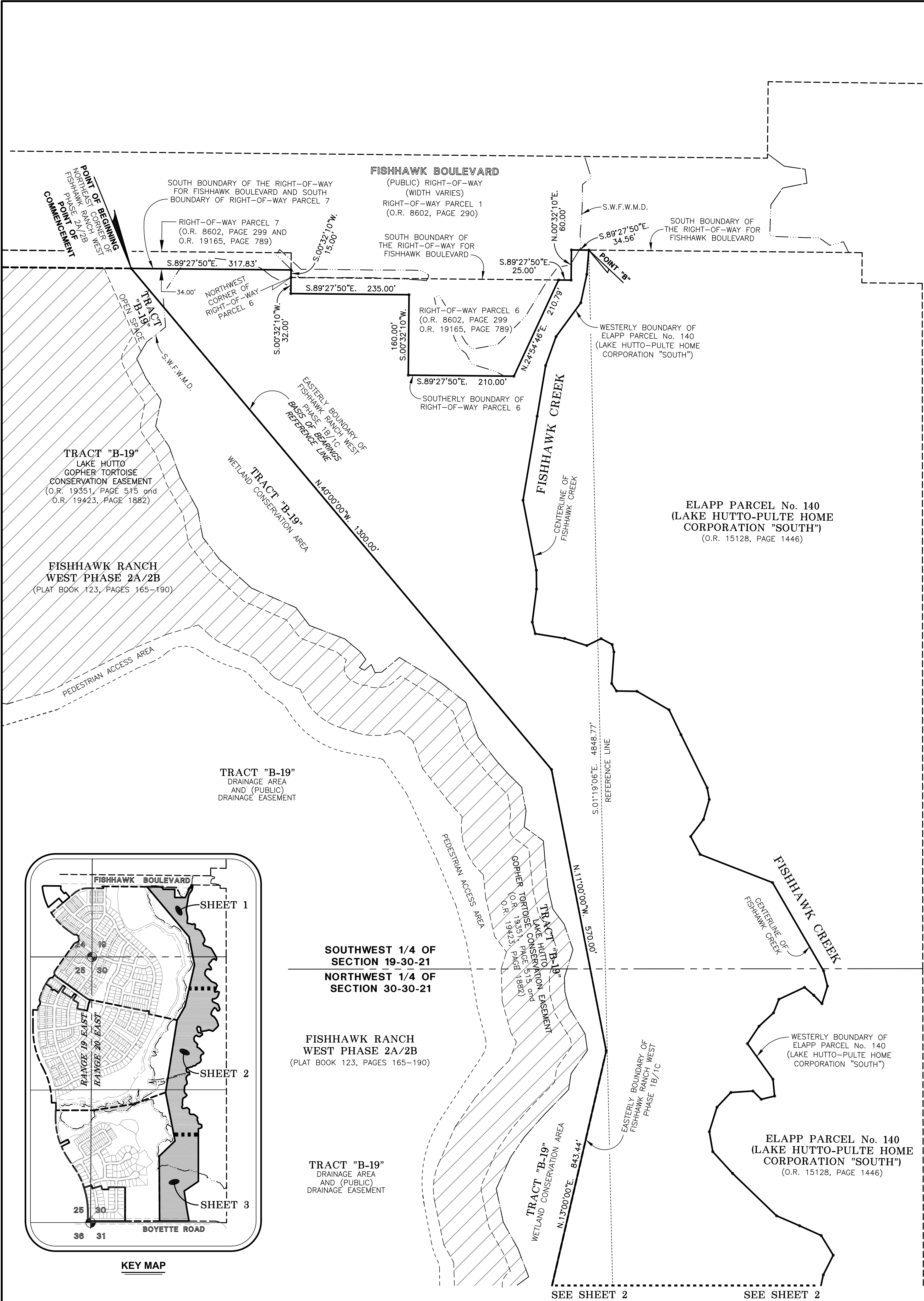
(PLAT BOOK 121, PAGES 11-34)



# LAKE HUTTO

(O.R. 19351, PAGE 515 and

CORRECTED BY O.R. 19423, PAGE 1882)



**BASIS OF BEARINGS**  
The Easterly boundary of FISHHAWK RANCH WEST PHASE 2A/2B, according to the plat thereof, as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of N.40°00'00"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

- LEGEND:**
1. CDD - Fishhawk Ranch Community Development District IV
  2. O.R. - Official Records Book
  3. S.W.F.W.M.D. - Southwest Florida Water Management District Wetland Line
  4. TILF - State of Florida Trustees of the Internal Improvement Trust Fund

**DESCRIPTION:** A parcel of land lying in Sections 19 and 30, Township 30 South, Range 21 East, Hillsborough County, Florida, and being more particularly described as follows:

**COMMENCE** at the Northeast corner of FISHHAWK RANCH WEST PHASE 2A/2B, according to the plat thereof as recorded in Plat Book 123, Pages 165 through 190 inclusive, of the Public Records of Hillsborough County, Florida, for a **POINT OF BEGINNING**, also being a point on the South boundary of the right-of-way for FISHHAWK BOULEVARD, and also being a point on the South boundary of RIGHT-OF-WAY PARCEL 7, as recorded in Official Records Book 8602, Page 299, and in Official Records Book 19165, Page 789, of the Public Records of Hillsborough County, Florida, run thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD and said South boundary of RIGHT-OF-WAY PARCEL 7, S.89°27'50"E., 317.83 feet; thence continue along said South boundary of the right-of-way for FISHHAWK BOULEVARD, S.00°32'10"W., 15.00 feet to the Northwest corner of RIGHT-OF-WAY PARCEL 6, according to the aforesaid Official Records Book 8602, Page 299, and Official Records Book 19165, Page 789; thence along the Southerly boundary of said RIGHT-OF-WAY PARCEL 6, the following five (5) courses: 1) continue S.00°32'10"W., 32.00 feet; 2) S.89°27'50"E., 235.00 feet; 3) S.00°32'10"W., 160.00 feet; 4) S.89°27'50"E., 210.00 feet; 5) N.24°54'46"E., 210.79 feet to a point on the aforesaid South boundary of the right-of-way for FISHHAWK BOULEVARD; thence along said South boundary of the right-of-way for FISHHAWK BOULEVARD, the following three (3) courses: 1) S.89°27'50"E., 25.00 feet; 2) N.00°32'10"E., 60.00 feet; 3) S.89°27'50"E., 34.56 feet to a point on the centerline of Fishhawk Creek, said point hereinafter being referred to as **POINT "B"** and also being referred to as **POINT "B"**, in ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), according to Special Warranty Deed, as recorded in Official Records Book 15128, Page 1446, of the Public Records of Hillsborough County, Florida; thence Southerly along said centerline of Fishhawk Creek, also being the Westerly boundary of said ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), to a point hereinafter being referred to as **POINT "A"**, (reference line between said **POINT "B"** and **POINT "A"**, S.01°19'06"E., 4848.77 feet); thence continue along said Westerly boundary of ELAPP PARCEL No. 140 (Lake Hutto - Pulte Home Corporation "South"), the following five (5) courses: 1) SOUTH, 1045.81 feet; 2) S.55°55'06"W., 341.03 feet; 3) S.08°19'38"E., 266.46 feet; 4) S.09°16'33"E., 124.75 feet; 5) S.10°23'32"E., 212.90 feet to a point on the North Maintained right-of-way line of Boyette Road, also being a point on the South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, as recorded in Official Records Book 12668, Page 1879, of the Public Records of Hillsborough County, Florida; thence along said North Maintained right-of-way line of Boyette Road and said South boundary of the 50.00 foot wide Permanent Tampa Bay Water Easement, S.89°58'09"W., 585.84 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 4A, according to the plat thereof as recorded in Plat Book 126, Pages 30 through 42 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 4A, the following three (3) courses: 1) N.00°19'53"W., 1289.79 feet; 2) N.46°00'00"E., 436.84 feet; 3) N.11°00'00"W., 982.94 feet to the Southeast corner of FISHHAWK RANCH WEST PHASE 1B/C, according to the plat thereof as recorded in Plat Book 121, Pages 11 through 34 inclusive, of the Public Records of Hillsborough County, Florida; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 1B/C, N.09°00'00"E., 1453.22 feet to the Southeast corner of aforesaid FISHHAWK RANCH WEST PHASE 2A/2B; thence along the Easterly boundary of said FISHHAWK RANCH WEST PHASE 2A/2B, the following four (4) courses: 1) N.30°00'00"E., 315.88 feet; 2) N.13°00'00"E., 843.44 feet; 3) N.11°00'00"W., 570.00 feet; 4) N.40°00'00"W., 1300.00 feet to the **POINT OF BEGINNING**.

Containing 76.201 acres, more or less.

## FISHHAWK RANCH WEST CDD EAST CONVEYANCE PARCEL

Prepared For: **NNP IV - LAKE HUTTO LLC**

**DESCRIPTION  
SKETCH**  
(Not a Survey)

**AMERRITT, INC.**

LAND SURVEYING AND MAPPING

LICENSED BUSINESS NUMBER LB7778

3010 W. Azede Street, Suite 150

Tampa, FL 33609

PHONE (813) 221-5200

Arthur W. Merritt  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498

Drawn: WFS | Checked: AWM | Order No.: AMI-NP4-CF-087

Date: 3-25-19 | Dwg: FHRW-EAST-CONVEY-DS.dwg

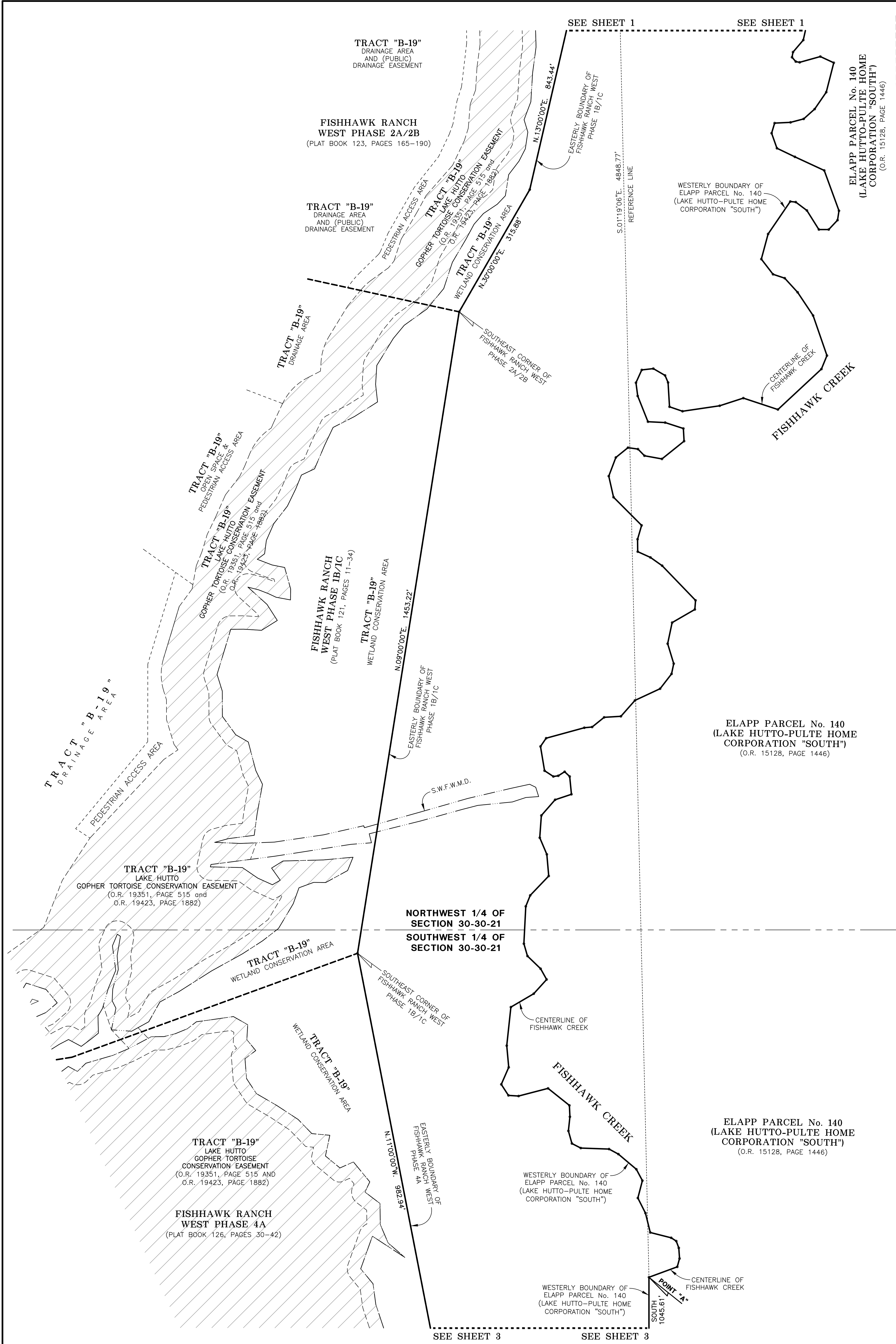
File Path: P:\Thomas Ranch\Master Plan\Description\FHRW CDD Conveyance Parcel 2019

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SECTIONS 19&30, TOWNSHIP 30 SOUTH, RANGE 21 EAST

No.	Date	Description	Dwn.
REVISIONS			
SHEET NO. 1 OF 3 SHEETS			





**SCALE: 1" = 100'**

0 100 200

SCALE IN FEET

**CARDINAL BEARING NOTE:**

Cardinal bearings where shown hereon shall be assumed to have the same bearings as follows:

- NORTH - N.00°00'00"E.
- SOUTH - S.00°00'00"W.
- EAST - N.90°00'00"E.
- WEST - N.90°00'00"W.

**NOTE:**

SEE SHEET 1 OF 3 SHEETS FOR

- 1) DESCRIPTION SKETCH
- 2) BASIS OF BEARINGS NOTE
- 3) LEGEND

**FISHHAWK RANCH WEST  
CDD EAST CONVEYANCE PARCEL**

Prepared For: <b>NNP IV - LAKE HUTTO LLC</b>		
<b>DESCRIPTION SKETCH</b> (Not a Survey)		
<b>AMERRITT, INC.</b> LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER LB7778 3010 W. Azede Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200		
Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498		
No.	Date	Description
REVISIONS		
SHEET NO. 2 OF 3 SHEETS		
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER		
Drawn: WFS    Checked: AWM    Order No.: AMI-NP4-CF-087 Date: 3-25-19    Dwg: FHRW-EAST-CONVEY-DS.dwg File Path: P:\Thomas Ranch\Master Plan\Description\FHRW CDD Conveyance Parcel 2019 SECTIONS 19&30, TOWNSHIP 30 SOUTH, RANGE 21 EAST		





Exhibit “C”

Contractor’s Proposal

[Attached on the following pages.]

October 19, 2023

Fishhawk CDD IV  
Deborah Wallace, District Manager  
Rizzetta & Company  
12750 Citrus Park Lane, Suite 115  
Tampa, FL 33625



RE: FishHawk West Hutto Gopher Tortoise Preserve  
Proposal for Mapping and Bid Management

Dear Ms. Wallace,

Thank you for the opportunity to submit this proposal to prepare maps and a bid package to conduct management activities for the above parcel. Our proposed scope of work and cost per task is outlined below.

**Task 1 - Site Evaluation and Mapping:** Quest will review recent monitoring reports and other relevant background information. Quest will conduct a site review to evaluate current site conditions and delineate vegetation community/management unit boundaries. Quest will create shape files and prepare maps of the Lake Hutto gopher tortoise and adjacent preserve site to cover all habitat types and location and sizes of each management unit based on the current site inspection. A memo will be prepared to document the findings of the field evaluation and present the habitat and management unit maps. **Task 1 Not-to-Exceed Cost: \$4,800.00.**

**Task 2 - Maintenance Bids:** Quest will prepare a bid package to provide to maintenance and/prescribed burn contractors, detailing management needs, sizes and areas of focus, target species, and priority locations. A pre-bid site meeting will be coordinated and attended with invited contractors to go over project scope and to answer contractor questions. Bids will be reviewed, and recommendations provided to the Board. **Task 2 Not-to-Exceed Cost: \$2,800.00.**

**Task 3 - Site Inspections:** Quest will conduct quarterly site inspections to evaluate work conducted and determine the need, frequency, and location of additional/supplemental treatments. The initial inspection will take place following the first maintenance event, and quarterly for one year thereafter. A memo to document the results of each inspection will be prepared to identify areas for retreatment or future attention. Coordination will take place with the maintenance contractor to discuss. **Task 3 Cost: \$1,325.00 lump sum per event (\$5,300.00 annually).**

**Task 4 – FWC Coordination:** Quest will coordinate with FWC to obtain concurrence on permit compliance following maintenance activities. This will include providing an inspection report with photos to document site conditions, scheduling and attending a site inspection with FWC staff as needed and following up to obtain written confirmation of permit compliance.

**Task 4 Cost: \$2,100.00.**

**Costs:** The above Scope of Work will be performed for a total Not-to-Exceed Cost of \$15,000.00.

If you have any questions or require additional information, please feel free to contact me at 813-642-0799.

Sincerely,

***Quest Ecology Inc.***



Vivienne Handy, PWS  
President/Principal Ecologist