

Hawkstone Community Development District

Board of Supervisors' Meeting January 18, 2023

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

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida · (813) 533-2950</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.hawkstonecdd.org

District Board of Supervisors Matthew O'Brien Chairperson

Brent Dunham Vice Chairperson
Brian Bullock Assistant Secretary
Allison Martin Assistant Secretary
Nicolas DeArmas Assistant Secretary

District Manager Christina Newsome Rizzetta & Company, Inc.

District Counsel John Vericker Straley Robin Vericker

District Engineer Chris O'Kelley Clearview Land Design

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

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) 533-2950. 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.

HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 533-2950

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

WWW.HAWKSTONECDD.ORG

Board of Supervisors Hawkstone Community Development District **January 18, 2023**

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hawkstone Community Development District will be held on **Wednesday**, **January 18, 2023, at 3:00 p.m.,** at the office of Rizzetta & Company Inc, located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578. The following is the revised agenda for this meeting:

- 1. CALL TO ORDER
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS
- 3. BUSINESS ITEMS
 - A. Consideration of Sunrise Landscape Proposals............ Tab 1
 - **B.** Consideration of Solitude Proposal for Hinton Ponds.....Tab 2
 - C. Discussion of Conveyance of Land to CDD...... Tab 3

BUSINESS ADMINISTRATION

- A. Consideration of Minutes of Board of Supervisors

 Meeting held on December 21, 2022......Tab 4
- 4. STAFF REPORTS
 - A. District Counsel
 - B. District Engineer
 - C. Landscape Inspection Services
 - 1. Presentation of Landscape Inspection Report......Tab 5
 - **D.** District Manager
- 5. SUPERVISOR REQUESTS
- 6. 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) 533-2950.

Sincerely,

Christina Newsome

Christina Newsome District Manager

Tab 1



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Entrance Circle and Roadway Medians Bed Renovation 2022



Plant list includes:

(1485) Blue Daze #1

(100) Liriope #1

(12) Loropetalum #5

(2300) Peanut #1

(25) Indian Hawthorne #5

PROJECT TOTAL: \$29,913.17

Ву _		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1A



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

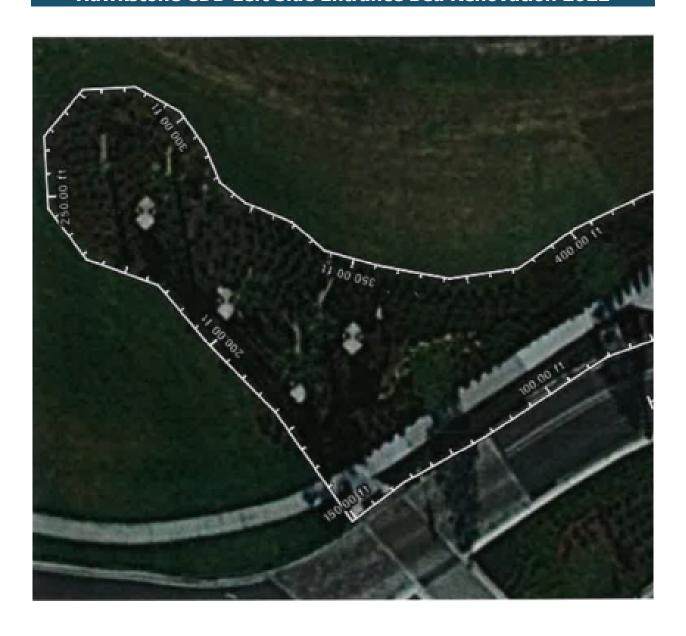
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Left Side Entrance Bed Renovation 2022



Plant list includes:

(55) Blue Daze #1

- (25) Liriope #1
- (8) Loropetalum #5
- (2) Podocarpus #7
- (5) Indian Hawthorne #5
- (12) Arbicola #5
- (30) Juniper #5

PROJECT TOTAL: \$4,712.25

Ву _		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1B



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

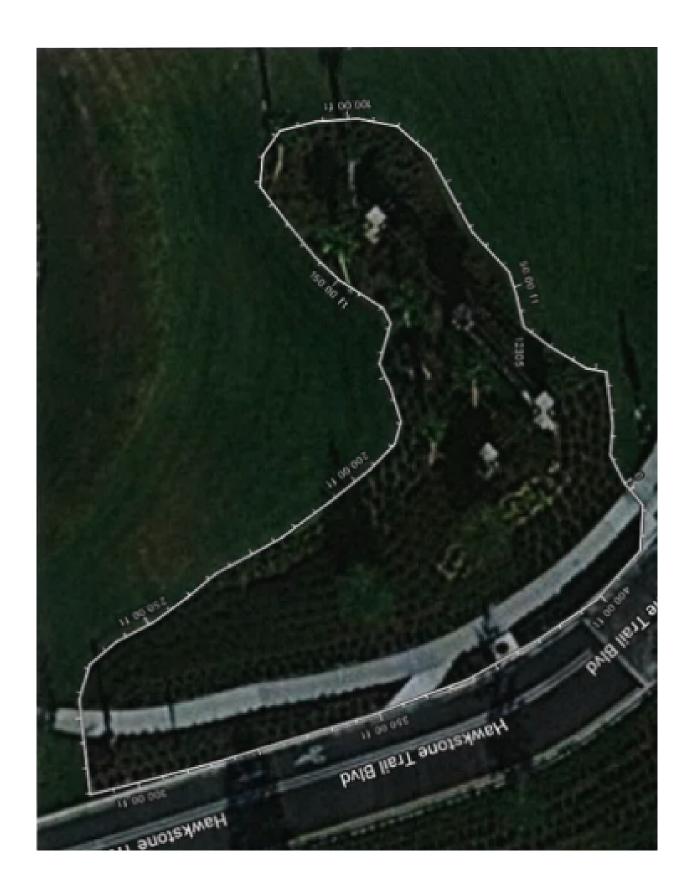
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Right Side Entrance Bed Renovation 2022



Plant list includes:

(100) Blue Daze #1

- (40) Liriope #1
- (20) Arbicola #5
- (55) Juniper #5

PROJECT TOTAL: \$5,271.00

Ву _		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1C



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

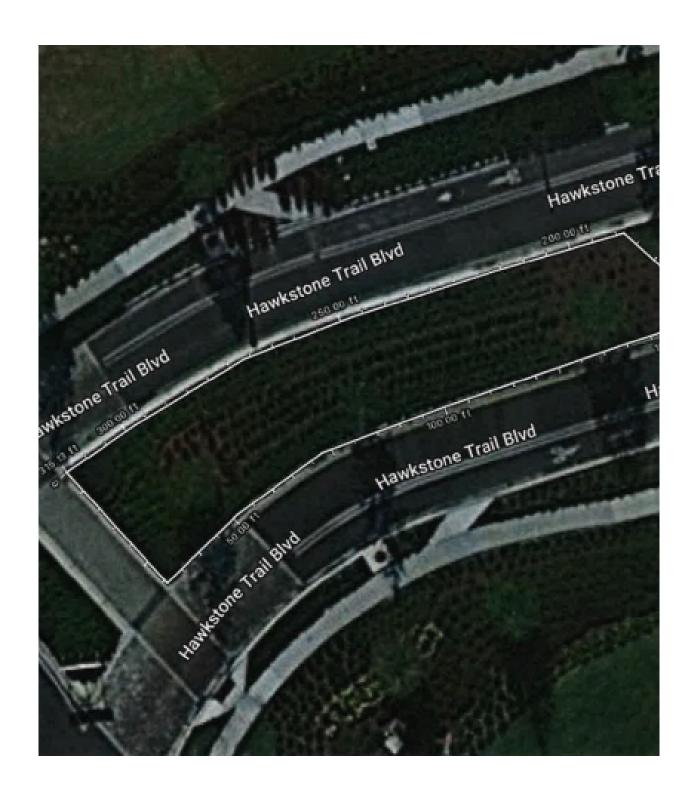
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Right center Island Section 1 Bed Renovation 2022



Plant list includes:

- (40) Blue Daze #1
- (10) Liriope #1
- (40) Juniper #5

PROJECT TOTAL:

\$2,498.00

Ву _		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1D



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

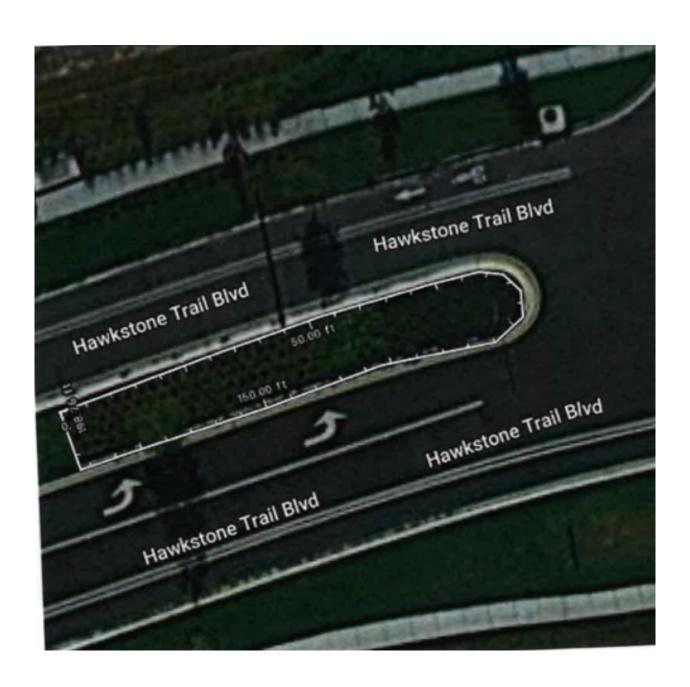
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Right center Island Section 2 Bed Renovation 2022



Plant list includes:

- (80) Blue Daze #1
- (50) Liriope #1
- (35) Juniper #5

PROJECT TOTAL: \$3,223.00

Ву _		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1E



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

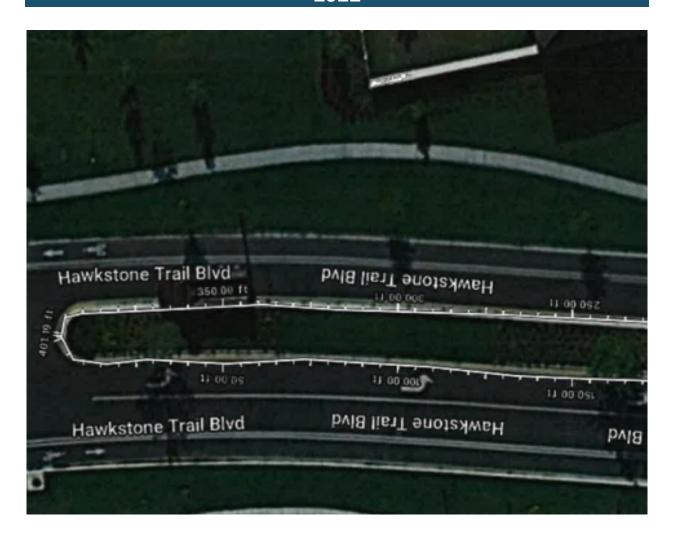
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Right center Island Section 3 Bed Renovation 2022



Plant list includes:

(222) Blue Daze #1

- (18) Liriope #1
- (8) Holly #5

PROJECT TOTAL: \$4,308.00

Ву		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1F



Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Center Island Section 4 Bed Renovation 2023



Plant list includes:

(200) Blue Daze #1

- (23) Liriope #1
- (12) Holly #5

PROJECT TOTAL: \$4,044.25

Ву		Ву		
	Tom Bryant			
Date	12/29/2022	Date		
	Sunrice Landscane	Hawkston	e CDD	

Tab 1G



Customer:

Hawkstone CDD 12620 Boyette Riverview, FL 33579 Office # 813-533-2950 ext 6582

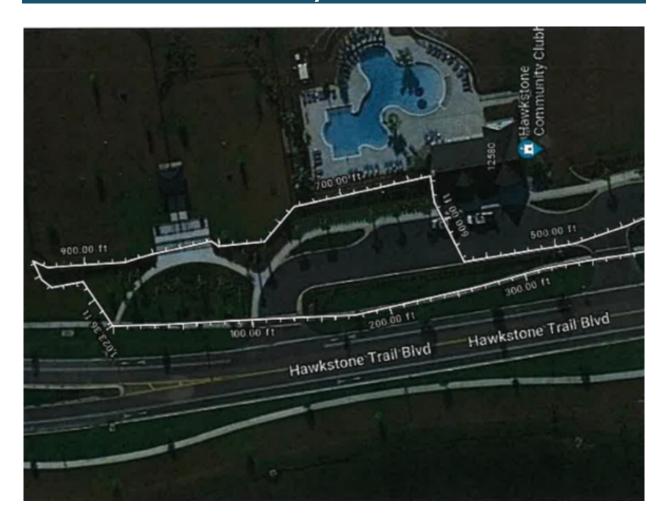
Cell #

Email: cnewsome@rizzetta.com

Account Owner:

Tom Bryant tbryant@sunriselandscape.com Date: 12/29/2022

Hawkstone CDD Amenity Area Bed Renovation 2023



This is a work order to remove all dead plant materials within plant beds (pictured and circled above) and replace with new. Price listed is a do not exceed for the listed area beds only.

Plant list includes:

(125) Blue Daze #1

- (23) Liriope #1
- (12) Holly #5
- (25) Juniper #5
- (20) Flax Lily
- (4) Palmetto Palm (Grey) #7
- (15) Coontie Palm #5

PROJECT TOTAL: \$5,957.50

Terms & Conditions

Ву		Ву	
	Tom Bryant		
Date	12/29/2022	Date	
	Sunrice Landscane	Hawkston	e CDD

Tab 2



SERVICES CONTRACT

CUSTOMER NAME: Hawkstone-Hinton SUBMITTED TO: Christina Newsome

CONTRACT EFFECTIVE DATE: February 1, 2023, through January 31, 2024

SUBMITTED BY: Jason Jasczak SERVICES:Annual Maintenance

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

- 1. <u>The Services</u>. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
- 2. PAYMENT TERMS. The Annual Contract Price is \$22,155. SOLitude shall invoice Customer \$1,846.25 per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.



- 3. <u>TERM AND EXPIRATION</u>. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
- 4. <u>PRICING.</u> The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
- 5. <u>TERMINATION.</u> If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
- 6. <u>INSURANCE AND LIMITATION OF LIABILITY</u>. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
- 7. <u>FORCE MAJEURE</u>. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
- 8. <u>ANTI-CORRUPTION AND BRIBERY.</u> Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
- 9. <u>GOVERNING LAW</u>. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.



- 10. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
- 11. <u>NOTICE</u>. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
- 12. <u>BINDING</u>. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
- 13. <u>FUEL/TRANSPORTATION SURCHARGE</u>. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
- 14. <u>DISCLAIMER</u>. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of

ACCEPTED AND APPROVED:

Virginia Beach, VA 23453



the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

- 15. <u>NONPERFORMANCE</u>. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.
- 16. <u>E-Verify</u>. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

SOLITUDE LAKE MANAGEMENT, LLC. Hawkstone-Hinton CDD Signature: Signature: _____ Printed Name: _____ Printed Name: _____ Title: _____ Title: _____ Date: Date: Please Remit All Payments to: **Customer's Address for Notice Purposes:** 1320 Brookwood Drive Suite H Little Rock AR 72202 Please Mail All Contracts to: 2844 Crusader Circle. Suite 450



SCHEDULE A - SERVICES

Aquatic Weed Control:

- 1. Lake(s) will be inspected on a two (2) times per month basis.
- 2. Any growth of undesirable aquatic weeds and vegetation found in the lake(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the lake(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

- 1. Shoreline areas will be inspected on a two (2) times per month basi.s
- 2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the lake areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Control:

- Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies for the management of all nuisance and exotic species.
- 2. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
- 3. All Species will be killed in place with an approved herbicide,
- 4. This proposal does not include debris removal or disposal.



Lake Algae Control:

- 1. Lake(s) will be inspected on a **two (2) times per month** basis.
- 2. Any algae found in the lake(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Lake Dve:

1. **Lake Dye** will be applied to the pond(s) on a **as needed** basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

Trash Removal:

1. Trash and light debris will be removed from the lake(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

<u>Service Reporting:</u>

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

- 1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.



<u>Customer Responsibilities (when applicable):</u>

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
- 4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.





Tab 3

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.

420 S. Orange Avenue, Suite 700

Orlando, FL 32801

(407) 428-5118

Parcel ID No. U-05-31-21-C8I-000000-B0001.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and to be effective as of the _____ day of January, 2023 by **JEN FLORIDA 32**, **LLC**, a Florida limited liability company, whose address is 1750 West Broadway Street, Suite 111, Oviedo, Florida 32765 (hereinafter referred to as the "**Grantor**"), to the **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is c/o Rizetta & Company., 9428 Camden Field Parkway, Riverview, FL 33544 (hereinafter referred to as the "**Grantee**"):

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

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida more particularly described as follows:

ALL OF TRACTS B-1, B-2, B-3 AND B-4 OF HINTON HAWKSTONE PHASE 1A1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 188 TO 196, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (the "**Property**").

Together with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Subject at all times to all restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hinton Hawkstone Phase 1A1, as recorded March 31, 2022 in Plat Book 142, Page 188, of the Public Records of Hillsborough County, Florida.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2023 and subsequent years, and easements, restrictions, reverters, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

WITNESSES:	<u>GRANTOR</u> :
	JEN FLORIDA 32, LLC, a Florida limited liability company
Signature of Witness #1	By: Name:
Print Name of Witness #1	Title:
Signature of Witness #2	
Signature of Witness #2	
STATE OF FLORIDA COUNTY OF)))SS
The foregoing instrume	ent was acknowledged before me, by means of [] physical presence or [day of
imited liability company,	who () is personally known to me () produced
	Notary Signature
	Print Notary Name NOTARY PUBLIC
	State of Florida at Large My Commission Expires:

Tab 3A

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.

420 S. Orange Avenue, Suite 700

Orlando, FL 32801

(407) 428-5118

Parcel ID No. U-05-31-21-C8X-000000-B0001.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and to be effective as of the _____ day of January, 2023 by **JEN FLORIDA 32**, **LLC**, a Florida limited liability company, whose address is 1750 West Broadway Street, Suite 111, Oviedo, Florida 32765 (hereinafter referred to as the "**Grantor**"), to the **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is c/o Rizetta & Company., 9428 Camden Field Parkway, Riverview, FL 33544 (hereinafter referred to as the "**Grantee**"):

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

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida more particularly described as follows:

ALL OF TRACTS B-1, B-2, B-3, B-4, B-4A, B-5, B-6, B-7 AND P-1 OF HINTON HAWKSTONE PHASE 1A2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 257 TO 281, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (the "**Property**").

Together with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Subject at all times to all restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hinton Hawkstone Phase 1A2, as recorded June 2, 2022 in Plat Book 142, Page 257, of the Public Records of Hillsborough County, Florida.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2023 and subsequent years, and easements, restrictions, reverters, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

<u>WITNESSES</u> :	<u>GRANTOR</u> :
	JEN FLORIDA 32, LLC, a Florida limited liability company
Signature of Witness #1	By:Name:
Print Name of Witness #1	Title:
Signature of Witness #2	
Signature of Witness #2	
STATE OF FLORIDA COUNTY OF)))SS
The foregoing instrume	ent was acknowledged before me, by means of [] physical presence or [day of
imited liability company,	who () is personally known to me () produce
	Notary Signature
	Print Notary Name NOTARY PUBLIC State of Florida at Large
	State of Florida at Large My Commission Expires:

Tab 3B

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.

420 S. Orange Avenue, Suite 700

Orlando, FL 32801

(407) 428-5118

Parcel ID No. U-08-31-21-C9B-000000-A0000.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and to be effective as of the _____ day of January, 2023 by **JEN FLORIDA 32**, **LLC**, a Florida limited liability company, whose address is 1750 West Broadway Street, Suite 111, Oviedo, Florida 32765 (hereinafter referred to as the "**Grantor**"), to the **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is c/o Rizetta & Company., 9428 Camden Field Parkway, Riverview, FL 33544 (hereinafter referred to as the "**Grantee**"):

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

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida more particularly described as follows:

ALL OF TRACTS B-1 AND B-2 OF HINTON HAWKSTONE PHASE 1B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143, PAGES 57 TO 68, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (the "**Property**").

Together with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Subject at all times to all restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hinton Hawkstone Phase 1B, as recorded July 17, 2022 in Plat Book 143, Page 57, of the Public Records of Hillsborough County, Florida.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2023 and subsequent years, and easements, restrictions, reverters, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

<u>WITNESSES</u> :	<u>GRANTOR</u> :
	JEN FLORIDA 32, LLC, a Florida limited liability company
Signature of Witness #1	By: Name: Title:
Print Name of Witness #1	
Signature of Witness #2	
Signature of Witness #2	
STATE OF FLORIDA))SS
	ent was acknowledged before me, by means of [] physical presence or [day of
imited liability company,	who () is personally known to me () produced
	Notary Signature
	Print Notary Name NOTARY PUBLIC State of Florida at Large
	My Commission Expires:

Tab 3C

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.

420 S. Orange Avenue, Suite 700

Orlando, FL 32801

(407) 428-5118

 $Portions \ of \ Parcel \ ID \ No. \ U-08-31-21-ZZZ-000004-45180.0, \ U-08-31-21-A70-000000-00006.0, \ U-08-31-21-A70-000000-00004.0, \ U-09-31-21-A70-000000-00001.0, \ U-09-31-21-A70-000000-00002.0, \ U-09-31-21-A70-000000-00003.0$

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and to be effective as of the ____ day of January, 2023 by **JEN FLORIDA 32, LLC**, a Florida limited liability company, whose address is 1750 West Broadway Street, Suite 111, Oviedo, Florida 32765 (hereinafter referred to as the "**Grantor**"), to the **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is c/o Rizetta & Company., 9428 Camden Field Parkway, Riverview, FL 33544 (hereinafter referred to as the "**Grantee**"):

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

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida more particularly described as follows:

ALL OF TRACTS B-2, B-2A, B-4, B-4A, B-9, B-10, B-11, B-12, B-13 AND B-14 OF HINTON HAWKSTONE PHASE 2A AND 2B2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, PAGES 31 TO 44, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA. (the "**Property**").

Together with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Subject at all times to all restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hinton Hawkstone Phase 2A and 2B2, as recorded December 12, 2022 in Plat Book 144, Page 31, of the Public Records of Hillsborough County, Florida.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2023 and subsequent years, and easements, restrictions, reverters, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

[Signatures appear on following page]

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year first above written.

WITNESSES:	<u>GRANTOR</u> :
	JEN FLORIDA 32, LLC, a Florida limited liability company
Signature of Witness #1	By: Name:
Print Name of Witness #1	Title:
Signature of Witness #2	
Signature of Witness #2	
STATE OF FLORIDA))SS
online notarization, this of JEN F	ent was acknowledged before me, by means of [] physical presence or [] day of
imited liability company,	who () is personally known to me () produced
	Notary Signature
	Print Notary Name NOTARY PUBLIC State of Florida at Large
	My Commission Expires:

Tab 3D

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

David P. Barker, Esq.

Dean, Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.

420 S. Orange Avenue, Suite 700

Orlando, FL 32801

(407) 428-5118

Portions of Parcel ID No. U-08-31-21-ZZZ-000004-45180.0, U-08-31-21-A70-000000-00006.0, U-08-31-21-A70-000000-00005.0, U-08-31-21-A70-000000-00004.0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and to be effective as of the ____ day of January, 2023 by **JEN FLORIDA 32, LLC**, a Florida limited liability company, whose address is 1750 West Broadway Street, Suite 111, Oviedo, Florida 32765 (hereinafter referred to as the "**Grantor**"), to the **HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is c/o Rizetta & Company., 9428 Camden Field Parkway, Riverview, FL 33544 (hereinafter referred to as the "**Grantee**"):

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

That the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Hillsborough County, Florida more particularly described as follows:

ALL OF TRACTS B-1 AND B-8 OF HINTON HAWKSTONE PHASE 2B1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143, PAGES 289 TO 301, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (the "**Property**").

Together with all of the Grantor's interest in and to all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.

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

Subject at all times to all restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Hinton Hawkstone Phase 2B1, as recorded December 9, 2022 in Plat Book 143, Page 289, of the Public Records of Hillsborough County, Florida.

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor, and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor but against none other, except for ad valorem taxes for 2023 and subsequent years, and easements, restrictions, reverters, conditions and other matters of record; provided, however that reference herein shall not act to reimpose the same.

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Signature of Witness #1	By: Name: Title:
Print Name of Witness #1	
Signature of Witness #2	
Signature of Witness #2	
STATE OF FLORIDA))SS
	ent was acknowledged before me, by means of [] physical presence or [day of
imited liability company,	who () is personally known to me () produced
	Notary Signature
	Print Notary Name NOTARY PUBLIC State of Florida at Large
	My Commission Expires:

Tab 4

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered 4 at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is 5 made, including the testimony and evidence upon which such appeal is to be based. 6 HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT 7 8 9 The continued meeting of the Board of Supervisors of the Hawkstone Community Development District was Wednesday, December 21, 2022, at 10:31 a.m. at the office of 10 Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 11 33578. 12 13 Present and constituting a quorum were: 14 15 Matt O'Brien Chairperson 16 **Vice Chairperson** Brent Dunham 17 **Assistant Secretary** Allison Martin 18 Nico DeArmas **Assistant Secretary** 19 20 Also present were: 21 22 Christina Newsome District Manager; Rizzetta & Co. 23 District Counsel; Straley Robin Vericker (via Phone) John Vericker 24 John Fowler Field Inspection Specialist; Rizzetta & Co. 25 26 Audience Present 27 28 FIRST ORDER OF BUSINESS Call to Order and Roll Call 29 30 The meeting was called to order and roll call performed, confirming that guorum 31 was present. 32 33 SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items** 34 35 On a Motion by Ms. Martin seconded by Mr. Dunham, with all in favor, the Board of Supervisors allowed Matt O'Brien to participate via phone, for the Hawkstone Community Development District. 36 There were audience members present. The audience made comments regarding 37 current and upcoming amenity projects. 38 39 THIRD ORDER OF BUSINESS **Consideration of Landowner Minutes** 40 of Board of Supervisors Meeting held 41 on November 1, 2022 42

On a Motion by Ms. Martin, seconded by Mr. Dunham, with all in favor, the Board of Supervisors approved the Landowner Meeting Minutes for November 1, 2022, for the Hawkstone Community Development District.

43

45 46

47

FOURTH ORDER OF BUSINESS

Consideration of Regular Minutes of Board of Supervisors Meeting held on November 16, 2022

48 49

On a Motion by Ms. Martin, seconded by Mr. DeArmas, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for November 16, 2022, for the Hawkstone Community Development District.

50 51

FIFTH ORDER OF BUSINESS

Consideration of Continued Minutes of Board of Supervisors Meeting held on November 17, 2022

525354

On a Motion by Ms. Martin, seconded by Mr. DeArmas, with all in favor, the Board of Supervisors approved the Continued Meeting Minutes for November 17, 2022, for the Hawkstone Community Development District.

55 56

SIXTH ORDER OF BUSINESS

Staff Reports

57 58

A. District Counsel

59 60

61

Mr. Vericker was present via phone. He informed the Board that the common area plats for the new phases are coming online. The recording of the plats will be presented at the next meeting.

62 63

On a Motion by Ms. Martin, seconded by Mr. Dunham, with all in favor, the Board of Supervisors approved the CDD to accept the common aera on the upcoming plats, for the Hawkstone Community Development District.

64

B. District Engineer

65 66 67

Not present; no report was given at the time.

68 69

C. Landscape Inspection Report

70 71 72

John Fowler was present and presented the Landscape Inspection Report to the Board.

73 74

D. District Manager

75 76

Ms. Newsome present, however; there was no report given at the time.

77 78

SEVENTH ORDER OF BUSINESS

Supervisor requests

79 80

There were no supervisor requests at the time.

81 82

83

EIGHTH ORDER OF BUSINESS

Adjournment

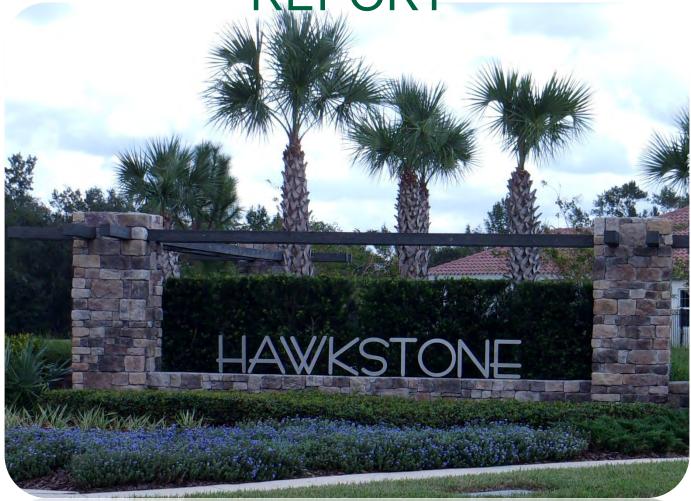
HAWKSTONE COMMUNITY DEVELOPMENT DISTRICT December 21, 2022 - Minutes of Meeting Page 3

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Tab 5

Hawkstone

LANDSCAPE INSPECTION REPORT



December 28, 2022
Rizzetta & Company
John Fowler – Landscape Specialist



Summary, Amenity Center

General Updates, Recent & Upcoming Maintenance Events

- ☐ Treat ant mounds throughout the community.
- □ Sunrise needs to maintain along the fence line of individual residents that border with CDD property.
- □ October begins the fertilization period allowed with Nitrogen. Please follow the guidelines within the contract. Notify me 5 business days before application.

The following are action items for LMP 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 and Underlined is a BOS decision request.

1. Remove the dead out of the Podocarpus at the amenity center. (Pic. 1)



- 2. Treat the broadleaf weeds within the dog park in the Bahia turf. Can this be treated with enough turf to be exposed once they die off? If not, what is the plan?
- Need to improve the bullnoses on the medians coming into the community on Hawkstone Trail. The Blue Daze is sparse in areas Need to fill in for a full consistently look or provide an option for a different species that will thrive. A recent proposal has been approved for this so we should see improvement soon.
- 4. Cut the dead out of the Saw Palmettos in front of the pool.

- 5. This time of year, historically, is when ant mounds pop up more so than any other period. There were multiple ant mounds found in the turf and the beds that need to be treated. Once treated it is stated in the contract that abandoned 'dead' mounds will be smoothed out. Please make the mounds next to a sidewalk or path a top priority.
- 6. Need to treat the weeds in the triangle medians next to the large round about entering the community. Broadleaf and grassy weeds are growing the in Perennial Peanut ground cover that needs to be eradicated. A recent proposal has been approved for some of this area so we should see improvement soon. (Pic. 6)





Darsey

7. Prune the Ornamental Grasses behind mailbox kiosk so no vegetation touching it. (Pic. 7)



- 8. Blow off the mulch that has washed onto the river rock leading to the dog park.
- 9. There are a lot of large ant mounds within the small dog park that need treated ASAP.
- 10. Make sure all structures and obstacles within the dog park are weedeated. It looks as if this was missed last time.
- 11. There is drip line exposed leading to the dog park along the sidewalk. Please bury this and pin it down.
- 12. Diagnose and treat the St. Augustine turf next to the mailbox Kiosk. (Pic. 12)



13. There was new St. Augustine installed on the East and West of Hawkstone Trail Blvd. between Horseshoe Bend and Woodland Spur. Both sides have a small area that was not leveled out and planted. Please correct this. (Pic. 13a and 13b)





- 14. As you approach the dog park, there are Firebush that have been damaged due to a recent frost event. These are not dead. I am requesting that these not be cut back until late February/early March, as the die back offers protection for a future frost event.
- 15. Prune the Ornamental Grasses coming through the aluminum fence on the outside of the back of the dog park.
- 16. Cut out the dead in the Juniper in the bed just outside the dog park.



Okerlund

17. The pond behind the homes on Horseshoe Bend Dr., there is a culvert that needs to be cleared around. (Pic. 17)



18. Please remove the strap dangling on the Oak tree as you exit the amenity center. (Pic. 20)



- 19. There is a leaning Sycamore Tree on the berm of Balm Boyette Rd ROW.
- 20. There are shrubs at the entrance of Woodland Spur that were damaged by the frost. They are alive but am requesting not to have them cut back until the threat of frost is gone, so they do not become permanently damaged. (Pic. 20>)
- 21. Straighten a small tree along the pond off of Horseshoe Bend Dr.

- 22. There are the same shrubs damaged by the frost at the Okerlund entrance on the Northside of Swiss Bridge Dr.
- 23. Tip prune the tops but not sides of the Podocarpus around the lift station to create a single uniform hedge. (Pic. 23)



- 24. Shrubs damaged at the Paddock Wood Pl roundabout. I checked these plants, and they are still alive. Would suggest not cutting them back until the end of February.
- 25. Treat the large ant mounds at the Paddock Wood PI roundabout and sidewalk heading towards Balm Boyette.
- 26. There is a damaged valve cover box that needs to be replaced at the Paddock Wood Pl roundabout.



Okerlund

27. Treat the weeds on the mulched path from the end of Paddock Wood PI. to the start of the sidewalk. (Pic. 27)



28. Sunrise needs to remove all trash and debris on CDD property. If there is a large amount of debris, then it needs to be documented, proposal provided, and emailed to the district for consideration. There is an example located at the end of Paddock Wood Pl. with vinyl fencing that was left there. (Pic. 28)



- 29. At the end of Paddock Wood PI. there were a couple of palms removed due to Hurricane Ian. Currently there are still empty holes here. Are these going to be replaced or at least filled in to prevent a liability? (Pic. 29>)
- 30. Treat the weeds in the tree rings at the end of Paddock Wood PI cul-de-sac.

31. At the end of Paddock Wood Pl. please bury the exposed dripline that is currently above the ground. (Pic. 31)





