



Rizzetta & Company

The Groves Community Development District

**Board of Supervisors' Meeting
October 2, 2018**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.thegrovescdd.org

THE GROVES COMMUNITY DEVELOPMENT DISTRICT AGENDA OCTOBER 2, 2018 at 10:00 a.m.

The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

District Board of Supervisors	Steve Simon Bill Boutin Wayne Coe Sally Semple Richard Loar	Chairman Vice Chairman Asst. Secretary Asst. Secretary Asst. Secretary
District Manager	Angel Montagna	Rizzetta & Company, Inc.
District Attorney	John Vericker	Straley & Robin
District Engineer	David Bell	Landmark Engineering & Surveying Corp.

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

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **10:00 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 994-1001 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 994-1001, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (711) who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

THE GROVES COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO RD • SUITE 100 • WESLEY CHAPEL, FL 33544
WWW.THEGROVESCDD.ORG

September 24, 2018

**Board of Supervisors
The Groves Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of The Groves Community Development District will be held on **Tuesday, October 2, 2018 at 10:00 a.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637. The following is the agenda for this meeting.

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting held on September 4, 2018.....Tab 1
 - B. Consideration of Operation & Maintenance Expenditures for August 2018.....Tab 2
- 5. BUSINESS ITEMS**
 - A. Presentation of Aquatics Report.....Tab 3
 - B. Update Regarding the Clearing of Back Area
 - C. Discussion Regarding Replacement of Dead Grass
 - D. Discussion Regarding Speeding and Stop Signs
 - E. Discussion Regarding Hurricane Plan.....Tab 4
 - F. Ratification of Approval of Proposal for District's Insurance Renewal.....Tab 5
 - G. Continued Discussion Regarding the Publix Viburnum
- 6. STAFF REPORTS**
 - A. District Counsel
 1. Update on Meeting with FLDOT Regarding Landscape Buffer
 - B. District Engineer
 - C. Clubhouse Manager
 1. Review of Monthly Report.....Tab 6
 2. Update on Illuminated Signage for Community
 3. Update on Transition of Security Companies
 4. Update on Bocce Court Repair
 5. Discussion Regarding Mural in the Lanai
 6. Discussion on use of Pasco County Sheriff
 7. Consideration of Proposal for New Phone System.....Tab 7
 8. Consideration of Replacement Power Washer and Pole Saw
 - D. District Manager
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

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

Sincerely,

Angel Montagna

Angel Montagna
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 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.

**THE GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of The Groves Community Development District was held on **Tuesday, September 4, 2018 at 10:00 a.m.** at The Groves Civic Center, located at 7924 Melogold Circle, Land O' Lakes, Florida 34637.

Present and constituting a quorum:

Steve Simon	Board Supervisor, Chairman
Bill Boutin	Board Supervisor, Vice Chairman
Richard Loar	Board Supervisor, Assistant Secretary
Sally Semple	Board Supervisor, Assistant Secretary
Wayne Coe	Board Supervisor, Assistant Secretary

Also present were:

Angel Montagna	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley, Robin & Vericker
Katie Vander Meade	District Engineer, Landmark Engineering
Stephen Fowler	Operations Manager
Jimmy Taylor	Representative, Aquatic Systems
Morgan Melatti	Representative, Aquatic Systems
Rob Bettini	Representative, Municipal Asset Management

Audience: **Present**

FIRST ORDER OF BUSINESS

Call to Order and Pledge of Allegiance

Mr. Simon called the meeting to order and Ms. Montagna performed roll call, confirming that a quorum was present.

Mr. Simon led all those present in reciting the Pledge of Allegiance.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Simon asked if there were any audience comments. Anthony Buzzeo thanked Mr. Fowler for taking care of all resident concerns.

Mr. Robb wants the District to ban alcohol at the CDD meetings. Discussion ensued.

On a Motion by Mr. Loar, seconded by Mr. Boutin, followed by a vote of all in favor, the Board of Supervisors approved banning alcohol at the District's Board meetings for The Groves Community Development District.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on August 7, 2018

Mr. Simon presented the minutes of the Board of Supervisors' meeting held on August 7, 2018. The Board pointed out a few typos in the meeting minutes.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on August 7, 2018 as amended for The Groves Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of Operations and Maintenance Expenditures for July 2018

Mr. Simon presented the Operation and Maintenance Expenditures for July 2018 to the Board. Ms. Montagna read the O&M amount to be \$65,831.55.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors received and filed the Operation and Maintenance Expenditures for July 2018 (\$65,831.55) for The Groves Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Proposal from Municipal Asset Management Group Regarding Possible Investments

Mr. Bettini from Municipal Asset Management Group gave the Board an update on options for possible investments for the District. Discussion ensued. Mr. Brizendine will call Andy Cohen to get an update on the progress and then call Mr. Loar and Mr. Vericker to update them.

SIXTH ORDER OF BUSINESS

Presentation of Aquatics Report

Ms. Melatti presented the Aquatics Report dated August 20, 2018. Mr. Taylor presented the proposals and explained the issues. Discussion ensued regarding pond 3A. Ms. Montagna will obtain quotes for the dredging on pond 3A through Mr. Taylor's contacts.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors authorized Aquatic Systems to provide staff with contacts for dredging for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Mr. Coe, followed by a vote of all in favor, the Board of Supervisors authorized Aquatic Systems to add pond site#17 to the monthly maintenance at a cost of \$31.00 a month for The Groves Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal for Alum Testing

This proposal was tabled.

EIGHTH ORDER OF BUSINESS

Consideration Regarding Clearing Back Area

Mr. Boutin gave the Board an update on the back area. He also updated the board regarding the agreement with the HOA for the back area. Mr. Vericker will update the agreement with the HOA and Mr. Fowler will do a visual assessment.

NINTH ORDER OF BUSINESS

Discussion Regarding Pool Rails and Ladders

Mr. Boutin reviewed the proposals for the pool rails and ladders for the Board. Discussion ensued.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved American Made Renovations proposal for handrails and ladders (\$5,500.00) for The Groves Community Development District.

American Made Renovations will provide a proposal for grout for the pool.

TENTH ORDER OF BUSINESS

Discussion Regarding Speeding and Stop Signs

Mr. Boutin gave the Board an update on the speeding. The Board decided to table this discussion until the next meeting.

ELEVENTH ORDER OF BUSINESS

Discussion Regarding Hurricane Plan

Mr. Boutin presented and reviewed a Hurricane Plan that he put together. Attached as (Exhibit "A"). The Board would like the plan included in their next meeting agenda to be revised.

TWELFTH ORDER OF BUSINESS

Update on Community Security

Mr. Boutin presented an update on the security agreement. Attached as (Exhibit "B"). Discussion ensued. The Board requested that Mr. Vericker draft an agreement between the District and Securiteam with a start date of November 1st and draft a termination letter to Envera.

THIRTEENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel

Mr. Vericker stated that he has requested a meeting with FDOT at the end of September. A discussion ensued.

B. District Engineer

Ms. Vander Meade gave the Board an update on the drainage issue between The Groves and Connerton. A discussion ensued.

Mr. Boutin gave the Board an update on Progress Energy regarding the illuminated signage.

The Board requested proposals for a fresh Reserve Study with everything on it for their October meeting.

C. Clubhouse Manager

1. Ms. Montagna presented the Clubhouse Manager report for August 2018 as Mr. Fowler is on vacation.

2. Mr. Coe updated the Board on the proposals for the front entrance from Lowe's, Tropical Landscape Design and Sunrise Landscape. He presented a spreadsheet with the prices for Viburnum. Attached as (Exhibit "C"). Discussion ensued. The Board would like Mr. Fowler to determine the costs in house. Mr. Fowler will obtain a proposal for hedges on US 41 for the October meeting and Ms. Vander Meade will obtain a survey of the area.

3. The proposal to re-grout in the pool from The Pool Doctor was tabled.

4. Ms. Montagna presented the revised Clubhouse Rental Fees for the Board's consideration.

On a Motion by Mr. Boutin, seconded by Mr. Loar, followed by a vote of all in favor, the Board of Supervisors approved the Revised Clubhouse Rental Fees as presented for The Groves Community Development District.

5. Ms. Montagna presented the proposals to replace the shade structures for the Bocce Courts. Discussion ensued.

On a Motion by Mr. Boutin, seconded by Mr. Coe, followed by a vote of all in favor, the Board of Supervisors approved the replacement of the shade structures for the Bocce Courts (\$4,500.00) for The Groves Community Development District.

D. District Manager

Ms. Montagna noted the next regularly scheduled meeting is scheduled for October 2, 2018 at 10:00 a.m. at The Groves Civic Center, located at 7924 Melogold Circle, Land O'Lakes, FL 34637.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. Mr. Loar would like the delineated cost of the bathroom renovations. He also stated that the left side of the cart path is washed out and would like it looked at. Mr. Coe made the comment that dredging is expensive.

FIFTEENTH ORDER OF BUSINESS

Adjournment

Mr. Simon requested a motion to adjourn the meeting of the Board of Supervisors' for The Groves Community Development District.

On a Motion by Mr. Boutin, seconded by Ms. Semple, and followed by a vote of all in favor, the Board of Supervisors adjourned the meeting at 11:53 a.m. for The Groves Community Development District.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A



THE GROVES GOLF AND COUNTRY CLUB EMERGENCY MANAGEMENT PLAN

The Groves Community Development District

7924 Melogold Circle

Land O Lakes, Florida 34637

813-995-2832

The Groves Community Development District has developed this Emergency Management Plan to assist our staff as well as our residents in identifying critical actions that need to be undertaken prior to a major catastrophic event such as flooding, hurricanes, tornados or other major events. The initial focus of this event will address the Groves Community Development District's Plan and the second part of this plan will be to offer up to our residents some additional planning thought that each should consider for their own personal safety.

1. THE GROVES COMMUNITY DEVELOPMENT DISTRICT PRE-PLAN

The Groves Community Development District ("CDD") is a governmental unit created to serve the long-term specific needs of a community. Created under Chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. There are over 600 CDD's in Florida and many of the current CDD's were established between the housing booms of 2003-2008.

A CDD is governed by a Board of Supervisors which is elected initially by the landowners, then begins transitioning to residents of the CDD after six years of operation. Like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote, and CDD Supervisors are subject to state ethics and financial disclosure laws. They basically serve as publicly elected officials. The CDD's business must be conducted in the "Sunshine," which means all meetings and records are open to the public. Public hearings are held on CDD assessments, and the CDD's budget is subject to annual independent audit.

Section 190.011 provides for the general powers of a CDD. It is a legal entity that has the power and right to enter into contracts; own both real and personal property; adopt by-laws, rules and regulations and orders; sue and be sued; obtain funds by borrowing; issue bonds; and impose assessments and levy taxes on property within the district. Actions against a CDD are subject to the sovereign immunity provisions of section 768.28, Florida Statutes. Section 190.012, Florida Statutes gives special powers of the CDD to a defined set of services and facilities. They are to finance, fund, plan, establish, construct or operate the following within the district:

- Water management and control
- Water supply
- Bridges and culverts
- District roads, sidewalks and street lights
- Parking
- Investigation and remediation of environmental contamination

- Conservation areas, parks and recreational facilities
- Reclaimed water
- Fire prevention and control
- Community facilities and related structures, including a spacious ballroom and grill operations.
- Security, but not the exercise of any police power

The cost to operate a CDD is borne by those who benefit from its services. A CDD allows the developer to finance the costs of construction with a CDD bond through tax-free municipal bonds. The property owners in the CDD are then subject to a non-ad valorem assessment, which appears on their annual property tax bill from the county tax collector and may consist of two parts: (1) an annual assessment for operations and maintenance, which can fluctuate up and down from year to year based on the budget adopted for that fiscal year; and (2) an annual capital assessment to repay bonds sold by the CDD to finance community infrastructure and facilities.

2. EMERGENCY PLANNERS FOR THE GROVES COMMUNITY DEVELOPMENT DISTRICT AND THE GROVES GOLF AND COUNTRY CLUB MASTER ASSOCIATION:

In the event one needs to reach out to our CDD Emergency Planner, residents can contact our CDD Operations Manager at the following numbers.

Mr. Stephen Flower
CDD Operations Manager
Clubhouse Number: 813-995-2832
Cell: 931-801-2550

In the event one needs to reach out to our HOA Emergency Planner, residents can contact our HOA Operations Manager at the following numbers.

Mr. Tom Dee
HOA Operations Manager
Clubhouse Number: 813-995-2832
Cell: 407-415-8749

3. ADDITIONAL EMERGENCY NUMBERS THAT RESIDENTS SHOULD BE AWARE OF FOR EMERGENCY PLANNING PURPOSES

There are a number of additional telephone numbers that each resident should have in their position in the event of an emergency situation involving their family or themselves. These include:

- Fire, Police, Ambulance, or Paramedics: Dial 911
- The Grove's Gatehouse: (813) 883-2865
- Poison Control: 1(800) 222-1222
- Weather Service: (813) 645-2506
- PASCO County Animal Control: (813) 929-1212
- Florida Emergency Information Line: 1(800) 342-3557
- Withlacoochee River Electric Cooperative: (352) 567-5133
- PASCO County Utilities (Water): (813) 847-8144
- Clearwater Gas Systems (Natural): (727) 224-1020
- Verizon Telephone / Internet Service: 800-483-4000
- Spectrum Networks: 813-788-7634 Identify as a Bulk Cable Customer

While this Emergency Management Plan provides additional information, it is important to remember that both the CDD and HOA have a number of pre-plan tasks that must be required with limited staffing, so during a major emergency residents need address their own needs and determine what courses of action they need to take during a county wide alert notification. Some preparation suggests will be addressed for resident information later in this document. Likewise this document will be posted on both organizations' website for review.

4. CRITICAL ACTIONS TO BE TAKEN BY THE CDD IN THE EVENT OF A POTENTIAL MAJOR CATASTROPHIC EVENT (Hurricane, Tornado, Flood).

There are many catastrophic events that could occur in Florida but this plan is focus on those that could appose an immediate threat to our community. The CDD has a limited staffing here in the community and their time prior to an immediate threat will be consumed addressing a broad range of facility activities that require securing all CDD assets to preclude them from becoming a safety concern to our employees as well as our residents. Hurricane Irma is a recent example of pre-planning to secure all CDD assets before an event like this occurs again. The following are actions which require the CDD attention prior to a major event occurring.

CLUBHOUSE:

- Secure all windows.
- Remove all non-permanent signage.

- Turn off all electrical.
- Remove and store bike racks in front of clubhouse.
- Remove all stakes and ropes around the clubhouse and store for safety purposes.
- Remove and store cigarette butt trash containers around clubhouse/.
- Take down flags in front of clubhouse.
- Stack all chairs and tables inside the lanai by hallway.
- Provide updates on CDD website.
- Secure clubhouse doors.
- Take the wall clock off the wall in the lanai.
- Secure the screen doors.
- Turn off electrical power when appropriate.
- Remove and store any potted plants in the Lanai.

POOL:

- All chairs and lounge chairs to be put into the community center building
- Tables and umbrellas to be put into the community lanai adjacent to the Vesh Grill..
- Poles on pool fences to be removed and secured.
- All pool equipment should be locked and secured.
- Circuit breakers to pool, switch to off position
- Make sure both outside bathrooms doors are locked
- Secure all signs and materials left in the back of the community center.
- Take down wind screens.
- Secure ADA lift and remove battery pack and cover for storage.
- Remove and store all potted plants.
- Remove and store the moveable Grill.

TENNIS COURTS:

- Clear all equipment from the tennis courts and pickle ball court's
- Secure all poles [water squeegee, broom]
- Tennis court lights, put circuit breaker to the off position
- Secure entrance door to court.
- Secure and store all chairs and umbrellas on the tennis courts
- Remove and store all wind screens.
- Secure white box trash cans, near the tennis court.
- Remove and secure all tennis netting.

- Secure all storage nets.

BOCCEE COURTS

- Remove all sun protection shades and cables from the bocce courts.
- Remove and store trash receptacle.
- Secure and store metal table.
- Secure benches by court.
- Secure and store cabinets and equipment.

SCHUFFLEBOARD COURTS:

- Remove and secure shuffleboard equipment.
- Secure benches on Court.

PONDS:

- Inspect all pond weirs; make sure they are clear of debris before an event.
- Inspect and clear debris for culverts.
- Inspect all ponds and weirs after the emergency for debris.
- Ponds will need to be cleared of all debris.

RV PARK:

- Inspect RV Park to ensure that renters have not left items in the park that could become flying debris during an emergency.
- Contact, where appropriate, RV renters and direct removal of all potential flying debris from their parking spaces.

PIER:

- Remove life preserver from bridge.
- Secure benches on Pier.
- Remove and store trash container.

BUTTERFLY PARK:

- Remove and store trash container in the park.
- Secure and store the Memorial Plaque in the park.

DOG PARKS:

- Secure park benches and remove and store all chairs.
- Remove and store fresh water containers.
- Remove and store stakes and rope that is used to cordon off areas.

GUARDHOUSE:

- Remove and store entrance and exit gates based upon related risks of projected events.
- Remove any loose signage that could pose a threat if propelled.
- Turn off all electrical power in guardhouse.
- Remove and store flag at front entrance.

WELL HOUSE:

- Turn off all electrical power in the well house.

CDD WEBSITE:

- Provide updates to the CDD website so residents have the latest information on each emergency situation.

5. CRITICAL ACTIONS FOLLOWING A MAJOR CATASTROPHIC EVENT (Hurricane, Tornado, Flood).

- Landscape vendor needs to inspect all common ground, after emergency, they are responsible to clear all debris on common ground.
- After emergency, take pictures of all damage areas.
- Coordinate with PASCO County for debris pickup.

NOTE: The clubhouse will likely be closed during each major emergency event so residents should not expect this facility to become a sanctuary. The CDD Board however can decide to open the clubhouse should it be determined to be necessary for shelter purposes when no other alternate is feasible.

6. THE GROVES GOLF AND COUNTRY CLUB MASTER ASSOCIATION (HOMEOWNERS ASSOCIATION):

The Groves Golf & Country Club Master Association an active adult 55+ HOA Deed Restricted community with 754 homes is located just minutes north of Tampa in the growing community of Land O' Lakes. The HOA responsibilities include management of the residential areas in the community as well as our golf facilities.

Our golf course which is open to the public is surrounded by 200 acres of conservation wetlands and is not your typical short course with flat unimaginable holes running parallel to each other. The Groves Golf Course was designed by course designer Gary Koch to have all the characteristics of a championship length golf course, but in reduced form: 18 holes, 4019 yards, par 65. Holes range from 105 to 375 yards in length. Greens are well-bunkered and winding fairways flanked by trees and water provides pleasant navigational challenges. Our player-friendly course is suited for all golfer skill levels, and can be completed in 3.5 hours. When not golfing, residents and the public can practice on our aqua range or full size putting green.

The Groves Golf and Country Club was included in the Tampa Bay Business Journal's list of top retirement communities. It offers a variety of home styles which include: Villa, Courtyard, Patio and Estate homes. Every home style includes an equity share in the golf course, basic cable service, basic lawn maintenance and access to all amenities. Other services include landscaping maintenance services, exterior painting and roof replacement. All our community entrances and amenities are video monitored or manned 24 hours a day.

Many activities are available to The Groves' residents, with some open to public as well. Among these, the Social Club and Travel Club are especially popular.

7. CRITICAL ACTIONS TO BE TAKEN BY THE HOA IN THE EVENT OF A POTENTIAL MAJOR CATASTROPHIC EVENT (Hurricane, Tornado, Flood).

PROSHOP:

- Secure office area.
- Turn off all electronic power.
- Remove and store trash receptacles.
- Remove and store golf bag racks.
- Remove and store any loose signage.

AQUA PARK:

- Remove and store baskets for golf balls.
- Remove and store lane markers.
- Remove and store golf club resting arms.
- Secure sand box.

PUTTING GREEN:

- Remove and store flag markers.
- Remove and store metal putting cups if used.

GOLF COURSE:

- Remove and store all flags for the greens as well as the metal cups for the flags.
- Remove and store all boundary makers.
- Remove and store all stakes and ropes used to rope off areas.
- Remove all water coolers and trash containers.
- Remove and store all tee box markers.
- Remove and store all broken tee containers.
- Remove and store all sand box containers on all Par 3's.
- Secure all equipment in the golf cart shed at the maintenance facility.
- Secure all landscape contractor equipment at the maintenance facility.
- Turn off all electrical power in the maintenance facility.

RESIDENTIAL AREA (Resident Responsibility): This is not intended to be an all-encompassing list but considerations needs to be given to the fact that if it can be blown away during a major catastrophic event it is better off being secured rather than posing as a potential missile.

- Remove and store hoses in the yard.
- Remove and store flower plants that are in pots.
- Remove and store decorative signs, plaques, and figures, and lose decorative lighting.
- Remove and store lose items on your lanai.
- Remove and store any stakes and protective screening around plants and scrubs.
- Remove and store any flags.
- Remove and store any decorative panels or fencing around air conditioners.
- Secure all chairs and tables in your lanai.

8. WHAT SHOULD RESIDENTS DO TO PREPARE FOR A MAJOR CATASTROPHIC EVENT?

Difficult answer for each resident but the following thoughts should be incorporated into your individual planning.

BASIC PREPARATION FOR RESIDENTS:

- Eliminate possible hazards around your home and work area. Trim dead wood from trees, repair loose shutters and gutters.
- If possible install storm shutters, stock up on plywood, nails, and other items needed to protect your windows during the storm.
- Build and inspect a hurricane survival kit and re-supply as necessary.
- Have your vehicle inspected and prepared for possible long trips in case of an evacuation order.
- Locate homeowners insurance and other important papers and place in a central location stored in plastic zip type bags.

REVIEW, UNDERSTAND, AND UPDATE YOUR INSURANCE POLICY:

- Do I need flood and windstorm coverage?
- Standard homeowner's policies DO NOT cover flood damage, defined as "a temporary condition during which water partly or completely covers the surface of normally dry land." You should carefully check special maps, kept by the PASCO County Building Department that shows floodplains. If you live in a flood prone area, contact your agent about obtaining flood insurance. You may qualify for the National Flood Insurance Program.
- Some homeowner's policies cover damage caused directly by wind or hail, while others don't. A careful review of your policy can show whether it includes this coverage. Your coverage may be placed through the Florida Windstorm Underwriting Association (FwuA).
- **WARNING:** Insurance companies do not accept new applications or requests to increase your coverage once a hurricane reaches a certain distance from Florida
- What does my policy cover and exclude? Standard homeowners' policies usually limit coverage on valuables such as jewelry, silverware, guns, antiques, boats and other items. You should also check the deductible amounts contained in your policy. All policies include deductibles for "perils" or causes of possible loss such as fire, hurricane, hail, etc.

- The "Hurricane Insurance Affordability and Availability Act" offers a broad range of deductibles for homeowners to choose. For more information, review your policy and other materials sent by your company.
- Will my policy pay *replacement cost or actual cash value for a covered loss? Most insurance on the contents of your home (i.e. personal belongings) is written on an actual cash value basis. You should keep receipts when you buy high-value items such as televisions, computers, stereos, etc. You may need this information to verify original purchase dates and price.
- What about additional living expenses? The additional living expense feature of most homeowner's policies pays some expenses for covered losses that leave homes so damaged that residents can't live there during repairs. Such expenses could include limited motel, restaurant and warehouse-storage costs. Keep all receipts during this period. This feature does NOT apply to flood insurance.
- PASCO County sometimes issues a mandatory evacuation order which affects thousands of residents. Some wonder if this coverage applies when neighboring homes are damaged but yours is not and the County won't allow re-entry to the area. Most policies will provide coverage when a civil authority prohibits the use of a residence due to direct damage to neighboring homes by a covered threat.

WHAT ELSE CAN I DO TO PREPARE?

- Make an itemized inventory of your belongings including costs, purchase dates and serial numbers. Attach receipts to the inventory sheet.
- What about policy changes? If you want to make policy changes, do so before the hurricane season.
- How can I safeguard my records? Keep a copy of your important insurance records in a safe deposit box or with a relative or friend. You should also include inventory records, phone numbers, videos and photos of your property along with your important personal documents like marriage, divorce, birth and death certificates.
- Understand where the evacuation routes and locations are in the event a mandatory evacuation is ordered.

PLAN FOR YOUR PETS:

- Make sure your pets have current immunizations and take these records with you if you need to evacuate. If you plan to go to a motel, determine in advance whether pets are welcome and what special rules may apply. See if your veterinarian will accept your pet for boarding in an emergency.

- All pets should have secure carriers, or collapsible cages. Carriers should be large enough for the pets to stand comfortably and turn around. Familiarize your pets with the carrier ahead of time. The carrier will be a secure and comforting refuge if the animal is required to live in it for days or weeks after the storm.
- Develop a pet survival kit. It should include:
 - ✓ Proper ID collar and rabies license tag.
 - ✓ Carrier or cage.
 - ✓ Water and food bowls.
 - ✓ Medications.
 - ✓ Food supply to last about 2 weeks.
 - ✓ Newspapers and plastic bags for waste disposal
 - ✓ Toys and comfort items.
 - ✓ Muzzles, if necessary.
 - ✓ Manual can opener.
 - ✓ Proper ID on all belongings.
 - ✓ Arrange for a safe place to stay with your pets. Remember to develop a plan now.
 - ✓ Review your family plan and restock your family disaster supplies too!
 - ✓ Do not leave your pet in your home or tied outside your home while you leave for a shelter. Do not leave your pets in vehicles while you are housed in a shelter.

RESIDENTS AND FAMILY MEMBERS WITH SPECIAL NEEDS:

- The Special Needs Program is designed to provide hurricane evacuation assistance to individuals who have no alternative for transportation or shelter from the storm.
- If a hurricane threatens PASCO County and you are pre-registered as an eligible Special Needs Client, a representative will call you to confirm your transportation need.
- The County will attempt to provide transportation to a emergency public shelter only.
- PASCO County has very limited resources and when possible you should make your own transportation and sheltering arrangements.

SPECIAL NEEDS ELIGIBILITY

- Any PASCO County resident whose physical condition, based on triage criteria, requires special care but does not require an acute care setting and who fits into any of the following categories, regardless of age, is eligible.
 - ✓ Unable to administer their own frequently required or daily injectable medications.

- ✓ Requires frequent or daily dressing changes due to moderate to copious drainage, such as ulcers, etc.
- ✓ Needs assistance with ostomy management and indwelling catheters such as NIG Tubes, colostomy bags, etc.
- ✓ Requires frequent assessment of potentially unstable medical condition by medical personnel.
- ✓ Cardiac or respiratory conditions which require special medical equipment such as monitor's oxygen, IPPB machines, etc.
- ✓ Terminal Illness, non-bedridden, in need of professional assistance in administering heavy doses of pain medication.
- ✓ All others deemed necessary by triage team.

CONSTRUCT AN EMERGENCY MANAGEMENT KIT: This is a list of recommended items in an emergency kit. See Appendix A for a more detailed Personal Plan for Disaster Preparedness. It can be difficult to find some of these items immediately prior to a major event due to high demand, so it is best to begin preparing a emergency kit early. Items to consider:

- Bottled Water.
- Battery-operated radio.
- Extra Batteries.
- Ear Phone for the Radio.
- Flashlight.
- Florida State Road Map.
- Dry (Powder) Beverages.
- First Aid Kit.
- Medication for 30 Days.
- Personal Phone Book.
- Toiletries.
- Baby Food.
- Non-perishable (can) Foods.
- Plastic Eating Utensils.
- Extra Work Clothing.
- Personal Hygiene Items.
- Bedding Material.
- Pillows.
- Playing Cards.
- Magazines and Books Items for Young Children.

- Hearing aid batteries.
9. **STAFFING SUPPORT FOR CDD AND HOA:** Both organizations have minimal staffing in the event of a major catastrophic event such as outlined above. As a result plans need to begin 3-4 days out prior to such events. Both the CDD and HOA should begin to take action with those aspects that first do not have an immediate impact on our operations and work to progressively on those actions that will curtail all operations for both. Never the less, volunteers will be needed to help where support can be found. It is therefore proposed that the following organizations provide assistance to this plan so that the CDD and HOA staffs can concentrate in areas not truly covered in the staffing event preparations.
- The Bocce Ball Club can assist in taking action to remove and/or secure all Bocce Ball Court equipment, shades, tables and benches.
 - The Tennis and Pickle Ball Clubs can assist in taking action to remove and/or secure all Tennis and Pickle Ball Court equipment, windscreens, umbrellas, chairs, storage lockers, trash containers.
 - The Shuffle Board Club can assist in taking action to remove and/or secure all Shuffle Board Court equipment and benches.
 - The Men's and Women's Golf Leagues can assist in supporting the Proshop with the removal and securing many of the golf course, aqua park and putting green equipment. This would not include the maintenance facility which would be the landscape contractor's responsibility.
 - Our Pet Owners could also assist in the removal, storage and securing of those items that have been identified at the Pet Park with direction and support of the CDD.
 - Landscape contractors for both the CDD and HOA need to be called in to take whatever action that is within their realm to address potential elimination of debris by trimming trees and palms before the event. This may require a contract modification.

APPENDIX A

Personal Plan for Disaster Preparedness

Personal Plan for Disaster Preparedness
A Plan for a Person Living in a Supported Living Arrangement

NOTE: THIS PLAN MUST BE UPDATED BY MAY 15TH EACH YEAR AND AS ANY CHANGES OCCUR

Most recent update: _____

**UPDATED COPIES MUST BE PROVIDED TO CONSUMER, APD, SUPPORT COORDINATOR, SL COACH,
PERSONAL SUPPORTS AND ANY OTHER PARTY WITH ASSIGNED RESPONSIBILITY**

Name: _____ **Address:** _____

Ph#: _____ **Roommate(s):** _____

Emergency Contact/Relationship/Ph.# _____

SLC/Ph#: _____ **SLC/Ph.#:** _____ **IHS/Ph.#:** _____

PLAN A: My Personal Plan to Shelter in Place - My first choice will always be to shelter in my own home unless County Emergency Mgmt. mandates evacuation or the emergency situation makes me feel I may not be safe if I remain in my home. This is my plan to shelter in place:

☐ I have the following supplies reserved in my home for emergencies and this person helps me check/refresh these supplies each quarter: _____

- ☐ 3 day supply of water (1 gal/day for each person in my home; water replaced every 6 mos.)
- ☐ 3 day supply of nonperishable food that requires little/no cooking and little/no water to prepare
- ☐ Battery-operated radio and extra batteries
- ☐ Flashlight for each person in the home and extra batteries
- ☐ First aid kit with bandages, cleansing agent, antiseptic, gloves, sunscreen, over-the-counter meds, etc.
- ☐ Sanitary supplies including toilet paper, hand sanitizer, bleach, personal hygiene items, garbage bags
- ☐ Duct tape, precut plastic sheeting to cover ducts and all openings in interior room designated for shelter in event of chemical or biological threat.
- ☐ Other tools/supplies: disposable cups, plates and utensils; multipurpose utility tool; whistle; matches/lighter; rain gear; complete change of clean dry clothing; bedding/sleeping bag; charged cell phone and charger; cash; pet supplies; games, books, entertainment supplies

☐ I maintain at least a three day supply of my prescription meds at all times, and in the event of a potential disaster, this person will help me fill my prescriptions to obtain at least a two week supply: _____

☐ I have a waterproof container that has copies of my identification, emergency contact information, insurance papers, list/proof of valuables; evacuation communicator, disaster plan, updated medical and prescription information, bank and credit card information, Social Security information and other important documents. This person helps me update/verify each quarter: _____

☐ I am dependent on the following special dietary supplies, durable medical equipment and/or consumable medical supplies: _____
_____ all of which this person helps verify each quarter are in good working order +/- adequate supply: _____

☐ I will use the following interior space in my home to shelter in the event of a tornado, chemical or biological threat or similar emergency: _____

☐ If I need assistance as I shelter in my home, this person(s) will remain with me in my home: _____

PLAN B: My Personal Plan When I Must Evacuate My Home - If I must evacuate my home during an emergency or disaster, I am prepared to follow this plan:

☐ I have an easy-to-carry "Go Kit" prepared that contains or can be readily packed to contain the following supplies that I have reserved in my home and will take with me in the event of an emergency: at least a 7-day supply of meds; items required for special diet; a 3-day supply of water and non-perishable food and snacks; personal hygiene essentials; first aid kit; battery-operated radio and extra batteries; flashlight and extra batteries; cash; cell phone and charger; bedding/sleeping bag; at least one complete change of clean dry clothing; glasses; hearing aides; durable and consumable medical supplies; waterproof container that has copies of all of my important documents; multipurpose utility tool; whistle; matches/lighter; rain gear; games, books, entertainment supplies. This person will help make sure my "Go Kit" is readied in the event I need to evacuate my home: _____

☐ I have a plan for my pet(s). I will bring my pet(s)'s supplies and papers with me. I have checked to make sure that each of the places that I have identified to evacuate to will allow me to bring my pet(s) or I have arranged for this person to take care of my pet(s) for me: _____

☐ I will evacuate to one of these locations if I can evacuate within the area:
First Choice (name/address/phone number): _____

If circumstances prevent me from evacuating to my first choice, I will evacuate to (name/address/phone number): _____

☐ I will evacuate to one of these locations if I must evacuate out of the area:
First Choice (name/address/phone number): _____

If circumstances prevent me from evacuating to my first choice, I will evacuate to (name/address/phone number): _____

☐ I have transportation arranged to get to both my first and second choices for both my in-area and out-of-area evacuation destinations. This person has committed to assisting me to evacuate: _____

☐ If I need assistance when I evacuate, this person(s) will remain with me for the duration of my evacuation: _____

PLAN C: My Personal Plan If I Must Go to a Shelter - I understand that shelters operated by County Emergency Management and the Health Department are available but should only be used as a *last resort* and as a back-up to My Personal Sheltering Plans A and B. Shelters may be crowded, noisy, lack privacy and may be especially challenging for persons with behavioral health needs. However, if circumstances make it necessary for me to go to a shelter, this is my plan:

☐ I know whether I will need to go to a special needs shelter or if I can safely shelter at a general population shelter. This person, _____, helped me find out that I will need to go to this type of shelter:

☐ I will need to go to a special needs shelter because I need electricity for life supporting medical equipment, or basic nursing care, or oxygen therapy, or observation/monitoring by a healthcare professional, or assistance with medication and no one to assist me, or a chronic condition that requires assistance from a healthcare professional, or special medical requirements that do not require hospitalization or another special need that cannot be accommodated in a general population shelter: _____

☐ I will be able to go to a general population shelter because I do not need the type of care and supervision that is provided in a special needs shelter.

☐ I will need to go to a medical facility because my special medical requirements exceed what can be provided in a special needs shelter.

☐ I have identified how I will get to my designated shelter.

☐ I will need to use transportation arranged and provided by County Emergency Management

☐ I will be transported by this person: _____

☐ I have submitted preregistration to my County Emergency Management if I need or suspect I may need to shelter in either a special needs shelter or a medical facility or if I need transportation to evacuate to a shelter. This person submitted my preregistration _____ on this date _____.

☐ I received confirmation from my County Emergency Management regarding my preregistration shelter assignment Yes ___ or No ___

☐ The County Emergency Management has assigned the following special needs shelter or medical facility address as follows _____

☐ I have an easy-to-carry "Go Kit" prepared that contains or can be readily packed to contain the following supplies that I have reserved in my home and will take with me to the shelter: at least a 7-day supply of meds; items required for special diet; a 3-day supply of water and non-perishable food and snacks; personal hygiene essentials; first aid kit; battery-operated radio and extra batteries; flashlight and extra batteries; cash; cell phone and charger; bedding/sleeping bag; at least one complete change of clean dry clothing; glasses; hearing aides; durable and consumable medical supplies; waterproof container that has copies of all of my important documents; multipurpose utility tool; whistle; matches/lighter; rain gear; games, books, entertainment supplies. This person will help make sure my "Go Kit" is readied in the event I need to go to shelter: _____

☐ If I evacuate to a special needs shelter, this person(s) will remain with me for the duration of my evacuation: _____

☐ I have a plan for my pet(s). My pet will either go to the designated pet shelter in my county or I have arranged for this person to take care of my pet(s) for me: _____ My pet(s)'s supplies and papers will be sent with my pet.

My Personal Commitment to Disaster Preparedness - I understand that I have a personal responsibility for disaster preparedness and I am committed to working in a proactive manner with County Emergency Preparedness Management and the people who support me to follow my Personal Plan for Disaster Preparedness.

☐ I have received training and information from this person _____ about my personal responsibility for preparing for all types of disasters including hurricanes, tornadoes, wildfires, earthquakes, floods, chemical and biological pills/attacks, nuclear power accidents, terrorists attacks, etc.

☐ I review/practice/drill on this plan with this person _____ on at least a quarterly basis.

☐ I will call this person _____ at one of these numbers _____ within 2 hours or as soon as possible after a disaster/emergency has passed to report on my health/safety status and needs. This person will assist me to call: _____.

Consumer Signature/Date

Support Coordinator Signature/Date

SL Coach Signature/Date

Personal Supports Signature/Date

Personal Supports Signature/Date

Other Signature/Date

Exhibit B

Community Security System Update

It is proposed that the CDD establish a transition date for our community security effective 15 October 2018. To accomplish this four actions will need to be taken.

1. Letter from Steve Fowler to ENVERA notifying them that our current contract with their firm will be terminated by 15 October 2018. The notification will include coordinating with Mr. Fowler to address any equipment removals that will be needed.
2. Chairman, CDD to execute Sale and Installation Agreement between the CDD and Securiteam.
3. Chairman, CDD to execute Service agreement with Securiteam for monthly payment of \$2,100.00.
4. Chairman, CDD to execute Security Equipment Lease Agreement with Marlin Leasing Corporation for a monthly payment of \$1,273.44 for 60 months. At end of lease equipment becomes CDD property for \$1.00.

Total Monthly cost for equipment and security services will total \$3,373.44 or \$40,481.28. Current security cost is \$49,920 for a net savings annually of \$9,438.72. Over a five year period this savings will amount to \$47,193.60.

Transition process will involve:

The immediate ordering of all video and surveillance equipment will take place, the most of which is available locally. Kiosk and gate equipment may take up to two weeks for delivery, reason for the 15 Oct 2018 transition deadline.

Clubhouse and pool area will take approximately 3-4 days for equipment installation. Guard house and entrance/exit gates will take 2-3 days for installation. Current fobs and car barcodes will be compatible with new system. Contractors will need to use App to access community before and after normal gate guard hours.



Sale & Installation Agreement

License # FL-EF20000544
Address: 13745 N. Nebraska Ave, Tampa FL 33613
Phone: 813-909-7775 or 877-205-8326

This Agreement is made this **10th** day of **August**, **2018** by and between Securiteam, Inc. by and between Securiteam, Inc., and **The Groves CDD** ("Client"). Client is sometimes referred to herein as, Subscriber, "you" or "your" and Securiteam is sometimes referred to herein as "we", "us" or "our".

Location of Client's Premises ("premises")

**The Groves CDD
7924 Melogold Circle
Land O Lakes 34637**

Subscriber's Billing Address

**The Groves/Rizzetta and Co.
5844 Old Pasco Road
Wesley Chapel 33544**

Subject to the terms and conditions hereinafter set forth, Securiteam agrees to provide installation and/or activation of system(s) (the "System") consisting of the equipment specified on the attached addendums that are incorporated herein by reference. Note: You understand, acknowledge and agree that (i) additional equipment and/or types of services, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to purchase the System and chosen the Services based on your individual reasons.

1. **SALE AND INSTALLATION CHARGES.** You agree to pay the sum of **\$56,000**, for the sale and installation of the System as follows: **Marlin Lease** (see Marlin paperwork for details)

2. **INCLUDED ADDENDUMS.** The following documents are incorporated into this agreement: ☒ **Custom Proposal** ☐ Schedule of Protection ☐ Addendum ☐ Other _____

3. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER SECURITEAM NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU, YOUR FAMILY AND OTHERS WHO MAY BE ON THE PREMISES FOR ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT; (III) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND (IV) SECURITEAM AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ITS OR THEIR ACTIVE OR PASSIVE NEGLIGENCE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY EXCEPT TO THE EXTENT CAUSED BY OR ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL ACTS OF SECURITEAM AND/OR ITS REPRESENTATIVES SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SECURITEAM OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ITS OR THEIR ACTIVE OR PASSIVE NEGLIGENCE, JOINT OR SEVERAL NEGLIGENCE, EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL ACTS OF SECURITEAM AND/OR ITS REPRESENTATIVES, ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM EQUAL TO THE SALES AND INSTALLATION CHARGES SPECIFIED IN THIS AGREEMENT, COLLECTIVELY FOR SECURITEAM AND REPRESENTATIVES. AT THE DATE OF THIS AGREEMENT, SUBSCRIBER HAS THE RIGHT TO PURCHASE INCREASED MAXIMUM LIABILITY AT THE RATE OF \$20.00 PER MONTH FOR EVERY \$1000.00 INCREASED LIABILITY

Initial _____ Accept _____ Decline increased liability _____

4. **Release of Insured Losses.** To the extent permitted by law and without waiving any claim of subrogation to which an insurer may be entitled, you hereby release Securiteam and Representatives for all losses, damages and expenses (i) covered by your insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by your insurance, and (iv) due to under insurance except to the extent caused by, arising from or related to any gross negligence or intentional act by Securiteam or Representatives.
5. **Waiver of Subrogation.** You hereby waive any rights your insurance company may have to be reimbursed by Securiteam or Representatives for money paid to you or on your behalf. Except where due to gross negligence on behalf of Securiteam and its representatives.
6. **Installation and Service.** You acknowledge and agree that Securiteam and Representatives have no knowledge of existing hidden pipes, wires or other like objects underground, within walls, floors, ceilings and other concealed spaces, and it is your obligation to advise Securiteam of such hidden objects if known to you, failing which Securiteam and Representatives are released for any damages, losses or expenses for personal injury, including death, or to real or personal property, except where due to gross negligence or intentional acts by Securiteam or Representatives. Securiteam is not responsible for damages of existing hidden pipes, wires or other like objects underground, within walls, floors, ceilings and other concealed spaces, if their locations are not indicated by the subscriber.
7. **No Obligation to Redecorate.** Securiteam shall be in no way obligated to repair, restore, or redecorate the Premises in the event the System is removed from the Premises. Notwithstanding the foregoing, Securiteam shall be obligated to repair, restore or redecorate the premises in the event that such damage is caused by gross negligence of Securiteam or its representatives.
8. **Risk of Loss.** Risk of loss or damage to the material and equipment shall pass to you upon delivery to the Premises.
9. **Subscriber's Duties and Responsibilities.** It is your sole responsibility to (if applicable) (i) confirm that your communications equipment is compatible with the System, especially when there are changes to the communications equipment or services rendered to you by the telephone or cable company, i.e., Internet Service, Telephone Service etc. after the execution of this Agreement, and (ii) test the System periodically whenever changes are made to telephone service for the Premises. Any claimed inadequacy or failure of the System shall be immediately reported to Securiteam for repair service. **Subscriber will provide electrical power to Securiteam's Specifications.**
10. **Third Party Charges.** Unless Securiteam agrees otherwise in writing, you shall pay all charges made by any (i) telephone company for (a) labor and equipment necessary to connect the System to the telephone network, (b) telephone call charges to any governmental agency, or (c) transmission of signals or voice to the monitoring station, or (ii) municipality for receipt of communications from Securiteam or dispatch of police, fire or medical personnel to the Premises. (iii) The installation or modification of any other required infrastructure, including: electrical, mechanical or physical types. You also agree to reimburse Securiteam for any costs incurred in connection with any modifications to the System or the performance of the Services. Notwithstanding the foregoing, Securiteam shall be liable for any third-party charges arising from or related to any gross negligence or intentional act by Securiteam or its representatives.
11. **Default of Subscriber.** In the event of any default of this Agreement by you, upon five (5) business days-notice and opportunity to cure, without limiting the rights of Securiteam, Securiteam shall be entitled to retain all prepayments received and you shall immediately pay to Securiteam all payments then due and payable, and Securiteam shall have no further obligation to perform under this Agreement except to complete any work for which it receives or has received payment. In addition, if any suit or alternative dispute resolution proceeding is instituted, the non-prevailing party shall pay directly or reimburse the prevailing party for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
12. **Binding Agreement.** This Agreement becomes binding upon Securiteam only (i) when signed by an authorized representative of Securiteam, (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of Services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties. You acknowledge and agree that you may not receive a copy of this Agreement executed by an authorized representative of Securiteam. Commencing Services will constitute our acceptance of this Agreement.
13. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Florida. Securiteam's principal place of business, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.
14. **Assignability of Agreement.** This Agreement is not assignable by you except upon the written consent of Securiteam, which shall be in Securiteam's sole and absolute discretion. This Agreement or any portion thereof is assignable by Securiteam in its sole and absolute discretion.
15. **Permit Fees.** Client is responsible for any required permit fees. You agree to reimburse Securiteam for any permit fees paid on your behalf and/or relating to the project.
16. **Finance and Late Charges.** A finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also reimburse Securiteam its actual costs incurred in connection with any returned check for payment.
17. **No Waiver of Breach.** If Securiteam shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Securiteam's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein. This provision applies equally to both parties.
18. **Repair Services.** (a) Value Enhancement Plan consists of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear. All other service shall be paid by Subscriber on a time-and-material basis at Securiteam's then prevailing charges. THIS PLAN DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SECURITEAM, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. (b) Per call repair service consists of providing all necessary labor, material, parts and equipment to service the System; you agree to pay Securiteam on a time-and-material basis at Securiteam's then prevailing charges. (c) You agree that all repair services to the System shall be performed by Securiteam only, but Securiteam's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon your notifying Securiteam of the necessity for such service. You agree to pay Securiteam's minimum service call charge in the event you do not provide unrestricted access when Securiteam attempts to provide service at the Premises.

Securiteam, Inc., 13745 N. Nebraska Ave, Tampa, FL 33613 (813) 909-7775 Florida License EF20000544

20. Delays in Service. Securiteam's sole obligation after receiving a service request from you is to remotely access the system or dispatch a service employee to the Premises within a reasonable time after the interruption, after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays.
21. Remote Programming Services. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Securiteam's office or monitoring facility. You hereby consent to Securiteam's performance of all such services pursuant to Securiteam's then prevailing charges.
19. Suspension of Service. You agree that Securiteam's obligations hereunder are waived automatically without notice and you release Securiteam for all loss, damage and expense in the event of a default or breach of this Agreement by Subscriber or if the monitoring facility, communications equipment, network or services, or the transmission system, equipment or facilities are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Securiteam's liability. In the event this Agreement is terminated or Services are suspended or terminated for any reason, you agree to immediately disconnect the System from all transmission sources, e.g., telephone line, radio transmitter, cellular transmitter, etc. Further, upon termination of this Agreement or if Services are suspended or terminated for any reason we may, in our sole and absolute discretion, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility. In the event of an after-hours runaway alarm condition Securiteam reserves the right to temporarily suspend service. In the event of such temporary suspension, Securiteam shall notify the customer as soon as possible but no later than the next business day.
20. Key Service. If you provide Securiteam with keys or access credentials and unrestricted access to the Premises, Securiteam's sole obligation is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available after receipt of your request to do so, in order to service the System. You agree that Securiteam and Representatives are released for any loss, damage or expense due to the loss or theft of any keys except where such loss, damage or expense arises from or is related to any gross negligence or intentional act by Securiteam or its representatives.
21. LIMITED WARRANTY.
A. SECURITEAM HEREBY WARRANTS TO YOU ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, OTHER THAN EXPENDABLE BATTERIES, SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, SECURITEAM SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE.
B. IN SOME CASES, CERTAIN EQUIPMENT MANUFACTURERS MAY OFFER LONGER WARRANTIES ON FURNISHED EQUIPMENT. TERMS AND CONDITIONS OF ANY MANUFACTURER'S WARRANTY WILL BE PROVIDED BY THE MANUFACTURER. (C) MANUFACTURERS WARRANTIES DO NOT COVER ANY SECURITEAM'S SERVICE CHARGES, INCLUDING BUT NOT LIMITED TO: TROUBLESHOOTING, REPAIRING REPLACING OR SHIPPING DEFECTIVE COMPONENTS COVERED UNDER THE MANUFACTURER'S WARRANTY. ANY SERVICE CHARGES INCURRED WILL BE BILLED AT NORMAL SERVICE RATES.
C. IF YOU DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, YOU SHOULD IMMEDIATELY CONTACT SECURITEAM IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.
D. EXCEPT AS SET FORTH IN PARAGRAPH A, SECURITEAM AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.
E. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SECURITEAM, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. NEITHER PARTY SHALL BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU ACKNOWLEDGE THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SECURITEAM SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SECURITEAM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT YOU ARE NOT RELYING ON SECURITEAM'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT ADDITIONAL EQUIPMENT MAY BE PURCHASED AT AN ADDITIONAL COST; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY AND APPLICABLE LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
22. Securiteam's Duty Concerning Property of Others. You agree that Securiteam has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the telephone company or others ("Property"). If Securiteam provides service to Property, you agree that all relevant terms and conditions of this Agreement shall apply to all such service and you shall pay for such service on a time and material basis at Securiteam's then prevailing charges.
23. Contractual Limitation of Actions. All claims, actions or proceedings against Securiteam or Representatives must be commenced in court within the time provided pursuant to FL Stat 95.11, or or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.
24. Integrated Agreement. This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.
25. Valid Agreement. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.
26. Modifications. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
27. Additional Equipment or Service. If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Securiteam shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.
28. Right to Subcontract. Securiteam may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Securiteam to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Securiteam.
29. Prior Agreements with Others. You represent and warrant that (a) your cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. You agree to protect, defend, indemnify and hold harmless Securiteam and Representatives from and against and pay (without any condition or obligation that Securiteam or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of your breach of this representation and warranty.
30. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.
31. Credit Investigation Report. You authorize and consent to credit investigations and reports by the Securiteam and any other person or entity that provides financing to the Securiteam or to whom this Agreement may be assigned.
32. Right to Notice and Cure. In the event of any breach of this Agreement by Securiteam, Subscriber agrees to provide written notice to Securiteam specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Securiteam to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Securiteam cures any said breach as provided herein, this Agreement shall continue unabated and Securiteam shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach. This provision applies to both Securiteam and Subscriber and Securiteam agrees to provide written notice and an opportunity to cure an breach of this agreement by Subscriber.
33. JURISDICTION, VENUE AND WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUITS") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF FLORIDA OR THE COURTS OF HILLSBOROUGH COUNTY, FL. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT/EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.
34. Right to Terminate. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement, with cause and without any liability whatsoever, upon thirty (30) days written notice to the other party. In the event such termination, Securiteam shall refund any unearned service charges within ten (10) calendar days. The subscriber agrees to pay for all services provided prior to such notice within 10 days.
35. Electronic Media. You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. In addition, you agree that we may scan or otherwise convert this Agreement into an electronic and/or digital media file and that a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
36. Except as provided herein, the terms of the agreement remain unchanged. In the event of any conflict between this agreement and this addendum, this agreement will control any conflict that pertains to the sale and installation of the system.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

By: Rob Cirillo
Securiteam Sales Representative

Subscribers Authorized Representative (print) _____ Title _____

Approved: _____
Securiteam Authorized Representative

Subscribers Authorized Representative (Sign) _____ Date _____

Securiteam, Inc., 13745 N. Nebraska Ave, Tampa, FL 33613 (813) 909-7775 Florida License EF20000544



Service Agreement

License # FL-EF20000544
Address: 13745 N. Nebraska Ave, Tampa FL 33613
Phone: 813-909-7775 or 877-205-8326

This Agreement is made this **16th** day of **August**, **2017**, by and between Securiteam, Inc., and **The Groves CDD**
to herein as "you" or "your" and Securiteam is sometimes referred to herein as "we", "us" or "our".

("Subscriber"). Subscriber is sometimes referred

Location of Subscriber's Premises ("premises")
The Groves CDD
7924 Melogold Circle
Land O Lakes 34637

Subscriber's Billing Address
The Groves/Rizzetta and Co.
5844 Old Pasco Road
Wesley Chapel 33544

Subject to the terms and conditions hereinafter set forth, Securiteam agrees to provide each of the type(s) of service as indicated in the box below (collectively, "Services") for a signaling system (the "System") consisting of the equipment specified on the attached Protection System Proposal that is incorporated herein by reference. Note: You understand, acknowledge and agree as follows: (i) additional equipment and/or types of services, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to purchase a System and chosen the Services based on your individual reasons, (iii) your local municipality may require you to obtain a license or permit for the installation for use of the System and/or in connection with the Services and you are solely responsible for determining and complying with any such obligations.

1. **Activation Charges:** You agree to pay Securiteam the sum of \$ **xx.xx**, plus tax, if applicable, as an activation fee.
2. **Monthly Charges:** You agree to pay Securiteam the sum of \$ **2100.00**, plus tax, if applicable, per month for Services prepaid ☒ Monthly ☐ Quarterly by ☐ electronic funds transfer ("EFT"), ☒ check, ☐ credit card. You agree that if you cancel any credit card authorization or EFT authorization, or payment is denied, refused or otherwise dishonored, or you otherwise do not pay the Services fee when due, that we may suspend or terminate all services, terminate this Agreement, and bill you for all amounts due under this Agreement.

Credit Card: ☐ Visa ☐ Mastercard CC# ends in (Last 4) _____

3. **Start Date:** Term, Estimated service start date: **9/30/2018**; (dates do not have to be strictly complied with). **This Agreement shall continue for a period of five years.**
4. **Renewal:** This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the Initial period of 1 year (whichever is less) unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon any expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term.

Description of Services:

- ☐ Burglary Alarm Monitoring
 - ☐ Fire Alarm Monitoring
 - ☒ Event Based Remote Video Monitoring Nightly (Clubhouse Pool)
 - ☒ Virtual Gate Guard 7PM to 7AM nightly hours (Front Gate)
 - ☐ Value Enhancement Plan (Platinum Protection Plan)
 - ☐ Value Enhancement Plan (Gold Protection Plan)
 - ☐ Value Enhancement Plan (Gold Protection Plan Plus)
 - ☐ Other Maintenance Service
 - ☐ Alarm.com
 - ☐ Annual Fire Inspection & NFPA 72 Recertification
 - ☐ Other
 - ☐ Other
- Additional Information:

5. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER SECURITEAM NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) YOU CURRENTLY HAVE AND SHALL ALWAYS MAINTAIN INSURANCE COVERING YOU AND OTHERS WHO MAY BE ON THE PREMISES FOR ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT; (III) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND (IV) SECURITEAM AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL OR OPERATE ANY MONITORING FACILITY EXCEPT TO THE EXTENT CAUSED BY OR ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL ACTS OF SECURITEAM AND/OR ITS REPRESENTATIVES. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF SECURITEAM OR REPRESENTATIVES FOR ANY LOSS, DAMAGE OR EXPENSE DUE TO ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE-ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR SECURITEAM AND REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT OF \$20 PER MONTH FOR EVERY \$1000.00 OF ADDITIONAL MAXIMUM LIMITED LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD SECURITEAM OR REPRESENTATIVES AS AN INSURER

INITIAL: ACCEPT _____ DECLINE _____ INCREASED LIABILITY

3. **Increase in Charges.** SECURITEAM SHALL HAVE THE RIGHT TO INCREASE PERIODIC CHARGES AT ANY TIME OR TIMES AFTER THE EXPIRATION OF ONE YEAR FROM THE DATE OF THIS AGREEMENT UPON GIVING YOU WRITTEN NOTICE SIXTY (60) DAYS IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CHANGE. IF YOU ARE UNWILLING TO PAY ANY REVISED CHARGE, YOU MUST NOTIFY SECURITEAM IN WRITING THIRTY (30) DAYS PRIOR TO THE OTHERWISE EFFECTIVE DATE OF THE CHANGE THAT THIS AGREEMENT WILL BE TERMINATED ON THE EFFECTIVE DATE OF THE CHANGE UNLESS SECURITEAM RESCINDS THE CHANGE, AND THEREAFTER SECURITEAM MAY ELECT TO RESUME THE CHARGE OF THE PREVIOUS TERM THEREBY BINDING YOU TO THE FULL TERM OF THIS AGREEMENT. THE TIME PERIODS IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.
7. **Third Party Charges.** Unless Securiteam agrees otherwise in writing, you shall pay all charges made by any (i) communications company for (a) labor and equipment necessary to connect the System to the communication network, (b) communication charges to any governmental agency, or (c) transmission of signals or voice to the monitoring station, or (ii) municipality for receipt of communications from Securiteam or dispatch of police, fire or medical personnel to the Premises. (iii) The installation or modification of any other required infrastructure, including: electrical, mechanical or physical types. You also agree to reimburse Securiteam for any costs incurred in connection with any modifications to the System of the performance of the Services. Notwithstanding the foregoing, Securiteam shall be liable for any damages or costs arising from or related to any gross negligence or intentional act by Securiteam or its representatives. You agree to pay for any fees imposed by government entities.

Initial (Securiteam) _____

Initial (Subscriber) _____

8. **Release of Insured Losses.** To the extent permitted by law and without waiving any claim of subrogation to which an insurer may be entitled, you hereby release Securiteam and Representatives for all losses, damages and expenses (i) covered by your insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by your insurance, and (iv) due to under insurance, except to the caused by, arising from or related to any gross negligence or intentional act by Securiteam or its representatives.
9. **Transmission of Data.** Subscriber understands and acknowledges as follows: (i) the System including, without limitation, the communications equipment or service used in the System is not supervised; (ii) if the communications equipment or service is interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), or the loss of internet service (either because the line is cut or otherwise), there will be no indication of such interruption at the monitoring facility; (iii) if the communications equipment or service is incompatible, inoperative or interrupted, no signal will be received at the monitoring facility.
10. **False Alarms.** In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Securiteam, or (ii) reimburse Securiteam for any fines, fees, costs, expenses and penalties assessed against you or Securiteam by any court or governmental agency. In addition, if, in our sole and absolute discretion, we receive excessive false alarms, we may, in our sole and absolute discretion, suspend or terminate Services or terminate this Agreement for breach. Deliberately activating the System to send a false alarm which results in the dispatch of the police, fire or other public or volunteer personnel may be a crime. Notwithstanding the foregoing, Securiteam shall be liable for any fines, fees, costs, expenses and penalties assessed against you or Securiteam arising from or related to any gross negligence or intentional act by Securiteam.
11. **Default of Subscriber.** In the event of any default of this Agreement by you, without limiting the rights of Securiteam, Securiteam shall be entitled to retain all prepayments received and you shall immediately pay to Securiteam all payments then due and payable, and Securiteam shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Securiteam is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Securiteam for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
12. **Binding Agreement.** This Agreement becomes binding upon Securiteam only (i) when signed by an authorized representative of Securiteam, (a) there are any additions to the Agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of Services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties. You acknowledge and agree that you may not receive a copy of this Agreement executed by an authorized representative of Securiteam. Commencing Services will constitute our acceptance of this Agreement.
13. **Finance and Late Charges.** A finance charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also reimburse Securiteam its actual costs incurred in connection with any returned check for payment.
14. **No Waiver of Breach.** If Securiteam shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Securiteam's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein. This provision applies equally to both parties.
15. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel following the action plan provided by the customer which shall only consist of notifying specified individuals and/or telephoning the governmental agencies or the telephone number supplied by Subscriber in writing ("Proper Authorities") upon the monitoring facility's receipt of data from the System reporting specific conditions that have been previously identified in writing (hereinafter "Listed Codes") or voice communication received from the Premises. No monitoring service shall be rendered for signals received which are not Listed Codes or for voice communication which does not request assistance. We may modify, terminate or suspend any particular form of service if, requested or required to do so by any governmental authority standards setting entity or insurance interest. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code and prior to telephoning any other person or entity, Securiteam may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises as frequently as Securiteam deems appropriate to verify the necessity to report the receipt of a Listed Code to any other person, and (b) upon receipt of an abort code or oral advice to disregard the receipt of the Listed Code, Securiteam may, in its sole and absolute discretion and without any liability, refrain from contacting Proper Authorities or advise Proper Authorities of receipt of an abort code or oral advice to disregard the receipt of the Listed Code. Securiteam's efforts to notify Proper Authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Securiteam in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. You acknowledge and agree that all Services software, hardware, firmware, codes, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from Services are our sole and exclusive property and that you have no rights whatsoever in any of the foregoing.
16. **Repair Services.** (a) Value Enhancement Plan consists of providing all necessary labor, material, parts and equipment to service the system due to ordinary wear and tear. All other service shall be paid by Subscriber on a time-and-material basis at Securiteam's then prevailing charges. The PLAN DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SECURITEAM, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. EXCEPTION: THE PLATINUM PROTECTION PLAN, IF SELECTED, EXTENDS COVERAGE TO DAMAGE CAUSED BY ACTS OF GOD, INCLUDING, BUT NOT LIMITED TO: FLOOD, RAIN, ELECTRICAL SURGE, OR WIND. (b) Per call repair service consists of providing all necessary labor, material, parts and equipment to service the System; you agree to pay Securiteam on a time-and-material basis at Securiteam's then prevailing charges, except where such repair service is required due to negligence or intentional act by Securiteam or Representatives. (c) You agree that all repair and per call repair services to the System shall be performed by Securiteam only, but Securiteam's duty to service the System is subject to the availability of the original part, equipment from the original manufacturer, or equivalent like kind part or equipment and to the terms of this Agreement and conditioned upon your notifying Securiteam of the necessity for such service. You agree to pay Securiteam's minimum service call charge in the event you do not provide unrestricted access when Securiteam attempts to provide service at the Premises upon request by you for such service.
17. **Delays in Service.** Securiteam makes no promise that there will be no interruptions of service or delay in performing service. Securiteam's sole obligation after receiving a service request from you is to access the system remotely as soon as possible or dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, but in any event, no longer than 72 hours from the time you notify Securiteam of the interruption.
18. **Remote Programming Services.** Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Securiteam's office or monitoring facility. You hereby consent to Securiteam's performance of all such services pursuant to Securiteam's then prevailing charges, if any, for such service, which you agree to pay to Securiteam. Exception: remote programming service charges do not apply to Gold or Platinum Plan subscribers.
19. **Suspension of Service.** You agree that Securiteam's obligations hereunder are waived automatically and you release Securiteam for all loss, damage and expense in the event of a default or breach of this Agreement by Subscriber or if the monitoring facility, communications equipment, network or services, or the transmission system, equipment or facilities are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Securiteam's liability. In the event this Agreement is terminated or Services are suspended or terminated for any reason, you agree to immediately disconnect the System from all transmission sources, e.g., internet connection, telephone line, radio transmitter, cellular transmitter, etc. Further, upon termination of this Agreement or if Services are suspended or terminated for any reason we may, in our sole and absolute discretion, and without any liability, remotely disable, disconnect or block the System and data from the System from communicating with the monitoring facility.
20. **Additional Equipment or Service.** If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Securiteam shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.
21. **Right to Subcontract.** Securiteam may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Securiteam to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Securiteam.
22. **Electronic Media.** You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. In addition, you agree that we may scan or otherwise convert this Agreement into an electronic and/or digital media file and that a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.
23. **Except as provided herein, the terms of this agreement remain unchanged.** In the event of any conflict between the agreement and any addendum, this agreement will control.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement on the date first above written.

By: Rob Cirillo

Securiteam Sales Representative

Subscribers Authorized Representative (print)

Title

Approved:

Securiteam Authorized Representative

Subscribers Authorized Representative (Sign)

Date

THE GROVES GOLF & COUNTRY CLUB
SECURITY UPGRADES WITH VSG REV. 7-5-2018

POOL AREA HD SURVEILLANCE CAMERAS

5	Avigilon 3 Megapixel Indoor Wide Dynamic Range Dome Camera
1	Custom Rackmount VMS Server (2U)
1	4 Terabyte Surveillance Grade Hard Drive
1	Avigilon Control Center License (16)
7	Ethernet Surge Protector
2	Direct Burial / Harsh Environment Category 6 Cable
1	Virtual Security Guard Voice Down System
1	Wall Mount Equipment Rack - Swing Front
2	4" Outdoor Speaker with Transformer - White
1	60 Watt Mixer Amplifier
1	Atlas Rackmount kit
1	Web Based Scheduler*
1	4 camera power supply with surge protection
1	Facility Closing Announcer
1	1000VA Rackmount UPS
1	24-Port Cat5e Patch Panel
0.5	Direct Burial Siamese Camera Cable 500ft
1	Wall Mount Rack System 10U, includes 2-1U vented shelves
1	16/2 STR JKT HTS 5C BX WHT

HALL & PRO SHOP CAMERAS

2	4.1 Megapixel HD Turret Matirix IR Dome Camera - 4MM
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VIRTUAL GATE ENTRY KIOSK SYSTEM

1	HID Card Reader/ Keypad fo
1	Logistic Driver's Overveiw Camera
1	Logistic Driver's License Camera
1	Driver License Card Holder
1	Mini Amplifier
1	WebRelay
1	SonicWall Gen 6 Firewall
1	Waterproof Marine Speaker
1	Automated Announcer
1	LED Traffic Signal - Red/Green
200	Mobile Credentials (Visitor Access Via Smartphone)
1	MicroNode Expansion Node with Mounting Plate
2	Avigilon Control Center Software License ENT (1)
1	Virtual Security Guard Kiosk (Video and Intercom)
1	IP Intercom

FRONT ENTRANCE CAMERA UPGRADE

1	Avigilon 4-Channel Software License (4)
2	Platinum 2.1 MP License Plate Image Camera
2	4.1 Megapixel HD Turret Matirix IR Dome Camera - 4MM
1	4 Terabyte Surveillance Grade Hard Drive
0.5	Category 6 Cable
1	18.5" High Definition Video Monitor
1	Custom Video Server
1	8-Port 10/100 Base-T(x) PoE Switch

BACK GATE HD SURVEILLANCE CAMERAS

1	Custom Video Server
1	4 Terabyte Surveillance Grade Hard Drive
0.75	Direct Burial / Harsh Enviroment Category 6 Cable
2	Platinum 2.1 MP License Plate Image Camera
2	Platinum Fixed Lens Dome IP
2	Large Premium Weatherproof Enclosure with Cooling Fan
1	4-Port 10/100 Base-T(x) PoE Switch

PROJECT SUMMARY

Regular Installed Price	\$46,109.00
Securiteam Discount	(\$7,000.00)
Reduction (Marlin Finance)	(\$39,109.00)
TOTAL (with 5-year finance and monitoring agreement)	\$0.00



EQUIPMENT LEASE AGREEMENT

Marlin ("We" or "Us"): ☐ Marlin Leasing Corporation
300 Fellowship Rd · Mt. Laurel, NJ 08054
phone: 888.479.9111 · fax: 888.479.1100

or ☐ Marlin Business Bank
P.O. Box 1626 · Mt. Laurel, NJ 08054
phone: 801.453.1722

www.marlinfinance.com

DESCRIPTION OF LEASED EQUIPMENT ("PRODUCTS") (Include quantity, make, model, serial number and accessories. Attach schedule if necessary.)

MUST BE COMPLETED

Security Equipment

App # 1295942

CUSTOMER ("YOU")

Company Name (Exact business name): The Groves Community Development District

Address: 5844 Old Pasco Rd, Ste 100 Wesley Chapel FL 33544
Street City County State Zip

Phone: 8139952832 Email: Federal Tax ID: ☒ Corp. ☐ LLC ☐ Partnership ☐ Prop.

Product Location: 5844 Old Pasco Rd, Ste 100, Wesley Chapel, FL 33544 State of Incorporation/Organization:

Endor: Securiteam Address: 24156 SR 54, Ste 1, Lutz, FL 33559

Lease Term (Mos.)	Total No. of Payments	Amount of Each Pymt.	Advance Rentals	Security Deposit	Payment Frequency	Purchase Option
60	60	\$1,273.44 (plus applicable taxes)	\$2,546.88 First 1 and Last 1 month(s)	\$0.00	Monthly	\$1.00

TERMS OF AGREEMENT BELOW - TO REVIEW THE USPA FEDERAL LAW DISCLOSURE - PLEASE VISIT: www.marlinfinance.com/USPA

You want to acquire the Products from the above vendor. You want Marlin to buy them and lease them to you. This Agreement will begin when the Products are delivered to you and will continue for the entire Agreement Term plus any interim period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your Payment by its due date, there will be a late fee equal to 15% of the late amount (or, if less, the maximum amount allowable under law) which you owe. This is a reasonable estimate of the costs we incur with respect to late Payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you (i) a late Payment (interim rent) for the time between delivery and the due date for the first regular Payment and (ii) a one-time documentation fee up to \$350. You agree that we may adjust the late Payment amount if the final Products cost varies by up to 15% from the amount the Payment was based upon. This Agreement is not binding on us until we sign it. You agree a scanned, facsimile, or electronic copy of this Agreement and of your signature will be considered as good as an original. It is admissible in court as conclusive evidence of this Agreement. Our copy of this Agreement will be deemed chattel paper and evidence your monetary obligation to us.

(a) You may purchase all of the Products for the above Purchase Option amount. Unless your Purchase Option is \$1.00, you will give us written notice between 60 and 90 days before the expiration of the initial Agreement Term (or any renewal term) of your intention to return or purchase the Products. After you have (i) paid all amounts owing under the Agreement and (ii) given us the proper and timely notice, then at the end of the Agreement Term, you shall return the Products pursuant to the instructions we provide to you. You agree to reimburse us for our costs to refurbish returned Products for damage beyond normal wear and tear. You are solely responsible for removing all data/images stored on the Products prior to the Products return. If you fail to notify us as provided herein, this Agreement will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the Products. (b) You have paid one or more advance payments and/or a security deposit in the amount(s) indicated above. If the Agreement does not commence for reasons other than our own negligence, we may retain such amounts to compensate us for our credit and other administrative costs. You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and if we do so, we agree to restore it to its original amount. You may request the return of the security deposit only if all of your obligations under this Agreement have been met in full.

You alone selected the vendor and the Products. You asked us to buy the Products. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Agreement. Therefore, the Agreement cannot be canceled by you for any reason, even if the Products fail or are damaged and it is not your fault. We are selling it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service. The vendor may have given you warranties. You may contact the vendor to get a statement of any warranties. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the Products performance directly with the vendor. We promise that the Products will be used only for business and not for personal, family or household purposes. You will keep and use the Products only at the above address, not move or return them prior to the end of the Agreement Term, and will not allow the Products to be used outside of the United States. Your Payment may include amounts you owe to the vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under this Agreement. You agree that as to any software: we have not had, do not have, nor will have any title to such software. We will have all rights of a secured party under the UCC and a continuing security interest in the lease.

You will be in default under this Agreement if any of the following occur: (a) you fail to make any Payment or fail to pay any other amount due under this Agreement by its due date; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or to perform any obligation imposed upon you relating to this Agreement or any such other agreement; or (c) you become deceased (if the Customer entity under this Agreement is one or more natural persons), go out of business, admit your inability to pay your debts as they fall due, become insolvent, make an assignment for the benefit of your creditors, file (or have filed against) a petition in bankruptcy, a trustee or receiver of your business assets is appointed, or you sell or substantially all of such assets; (d) you allow a controlling interest in the Customer (you) to be sold, transferred, or assigned to any person(s) or entity(ies) other than those who hold a controlling interest as of the date hereof whether by merger, sale or otherwise; (e) you enter into any merger or organization in which the Customer is not the surviving entity; or (f) you allow a Blocked Person to acquire ownership interest in or control of Customer. "Blocked Person" means any person or entity

that is now or at any time (A) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government or (C) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Marlin, to be a person with whom Marlin is not permitted to extend credit to or with regard to whom, a Customer relationship may result in penalties against Marlin or limitations on a lender's ability to enforce a transaction.

5. In the event you default under this Agreement, as defined above, we will have the right to take ANY OR ALL of the following actions, in addition to any and all other remedies that may be available to us under law: (i) you authorize us to debit, via the ACH system, any Payment(s) due or amounts owed to us (including the Lender's Loss) from any bank account(s) we have on file for you or that you may provide us with from time to time (and in our doing so, you agree to be bound by NACHA Operating Rules); and/or (ii) repossess or disable the Products, and/or (iii) file a lawsuit against you to collect the Lender's Loss. The "Lender's Loss" means the sum of (1) all past due rent then due, plus (2) all rent that will become due in the future during the unexpired term discounted from the dates the respective Payments would be due at a discounted rate of 3% per annum, plus (3) the "residual value" of the Product as determined by us in our sole but reasonable judgment, plus (4) all other fees, charges, taxes or amounts that are then due. You agree to pay all of our reasonable legal costs, including but not limited to reasonable attorney's fees, and reasonable overhead for employee time spent on preparing for suit or attempting to collect Payments. You agree to pay (i) a convenience fee for any Payment you elect to make by telephone and (ii) a charge of \$30 if any Payment made by ACH or check is dishonored or returned. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Agreement). You agree that any suit relating to this Agreement shall be brought in a state or federal court in Pennsylvania. You irrevocably consent and submit to the jurisdiction of such courts, and you waive any claim that any such court is an inconvenient or improper forum. Each party waives any right to a jury trial. We will have title to the Product at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the Products and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

6. You must pay us for all sales, use, property and other taxes relating to the Agreement and the Products. We may adjust this Agreement and the Payment to finance for you any taxes and fees due at Agreement inception. We may bill you based on our estimate of the taxes and fees. We may charge you an annual property tax administration fee up to \$25. Unless we have given you a written option to buy the Products at the end of the Agreement Term for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. If we gave you a \$1.00 purchase option, we may require you to file all personal property tax returns. You accept all risks of loss, injury or damage caused by the Products and shall indemnify us for all suits and other liabilities arising from the same. This indemnity will continue even after the Agreement has ended. You must maintain acceptable liability insurance naming us as "additional insured". You must keep the Products insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Agreement commences, then depending on the original Products cost we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

7. You may not sell, transfer, assign or sublease the Products or Agreement to anyone else without our prior written approval. You agree to keep the Products free and clear of all liens and claims. We may sell or transfer our interests to another entity, who will then have all of our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Agreement or Products are integrated herein. None of the terms of this Agreement shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred. Time is of the essence with respect to the obligations of Customer under this Agreement. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to the jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable that provision in any other jurisdiction.

ACCEPTANCE OF LEASE AGREEMENT THIS IS A BINDING CONTRACT. IT CANNOT BE CANCELED. READ IT CAREFULLY BEFORE SIGNING AND CALL US IF YOU HAVE ANY QUESTIONS.

Signature of Leasing Customer Print Name of Signer Title Date

Accepted and Signed by the Lessor identified above Print Name of Signer Title Date

E-DELIVERY ACCEPTANCE

If the arrangement with your Vendor, you hereby direct that we pay your Vendor for the Products, notwithstanding that you have not received some or all of the Products and/or not all of the Products have been installed (where applicable) and accepted by you. You agree that any issues you may have concerning the delivery, installation, implementation and/or quality of the Products will be resolved exclusively between you and the Vendor. Once you sign this Agreement and we accept it, we will commence the Agreement, your payment obligations to us under this Agreement are non-cancelable and irrevocable and you will be responsible to make all payments and comply with all other terms and conditions under the Agreement.

Authorized Signature Name and Title (Please Print) Product Delivery Date

CM-0003-03.2017



Recurring Auto-Debit Payment Guarantee

Marlin ("We" or "Us"): ☐ Marlin Leasing Corporation
300 Fellowship Rd · Mt. Laurel, NJ 08054
www.marlinfinance.com phone: 888.479.9111 · fax: 888.479.1100

or ☐ Marlin Business Bank
P.O. Box 1626 · Mt. Laurel, NJ 08054
phone: 801.453.1722

Date: August 21, 2018 Agreement/App #: 1295942
Customer Name: The Groves Community Development District
Address: 5844 Old Pasco Rd, Ste 100 Wesley Chapel FL 33544
Phone: 8139952832 Email: Marlin Rep Name: Brian Dover

Customer agrees to be legally bound by this document and understands that it cannot be revoked or cancelled. The Customer represents to Marlin that it understands that Marlin would decline to enter into the above referenced Contract with the Customer without a promise by Customer to permit all payments due and other amounts owed to Marlin during the Contract term to be made via recurring automatic debit. Customer agrees that all recurring automatic payments shall be made via the ACH system from any of Customer's bank account(s) Marlin has on file for Customer or accounts Customer may provide to Marlin from time to time (and in Customer's doing so, you agree to be bound by NACHA Operating Rules). Customer acknowledges that any discontinuation or interruption of the recurring auto-debit payments, caused by the Customer, will be deemed an event of default by Marlin and, in such event, Marlin may use any of the remedies available to Marlin as per the terms of the Contract to remedy such default.

Therefore, in exchange for Marlin entering into the Contract, the undersigned Customer hereby absolutely and unconditionally guarantees to Marlin the prompt payment of all payments and other amounts owed by the Customer to Marlin under the Contract, (including property taxes, sales and use taxes, late fees, insurance fees, and all other fees and taxes incurred during the Contract term), via recurring automatic debit from the Customer's bank account. In addition, Customer gives Marlin permission to automatically debit the payment of all upfront charges due at the start of the Contract Term. Upfront charges due at Contract inception may include advanced rentals, security deposits, documentation fees, interim rent and any taxes due under the Contract terms.

Customer hereby authorizes the Marlin entity identified above (or its authorized affiliates) to initiate ACH debit entries relating to all amounts contractually owed and, if necessary, adjust via credit entry any amounts due to Customer to Customer's bank account(s). Customer also authorizes the bank named below to credit and/or debit the same to such bank account(s). Please note, an ACH debit may be processed up to three (3) days prior to your Contract payment's due date. In the event Marlin is notified of any failed ACH debit, Customer authorizes Marlin (or its authorized affiliates) to initiate additional ACH debit entry(s) in the amount of the prior attempted debit(s) plus any NSF fee until the ACH debit is successfully completed.

Bank Name: _____

Name on Account: _____

Account Number: _____

Bank 9 Digit ABA Number: _____

Please attach a voided check here.

(You must include a voided check to participate in the program.)

The undersigned agrees that a facsimile, copy or electronic version of this form and of the signatures shall be as valid and binding as an original and will be admissible in court as conclusive proof of this document.

Customer Signature

Co-Customer Signature

Print Customer Name and Title

Print Co-Customer Name and Title

Date

Date

Exhibit C

Front Entrance Viburnum Replacement

	Tropical Landscape (15 Gallon) \$110	Tropical Landscape (30 Gallon) \$199	Sunrise Landscape (15 Gallon) \$105	Sunrise Landscape (30 Gallon) \$213
Demolition/Removal	\$2,400	\$2,400	\$6,800	\$6,800
30 Red Cedar trees (4'-5')	\$3,300		\$3,150	
30 Red Cedar trees (5'-6')		\$5,970		\$6,390
Freight	\$0	\$0	\$375	\$375
Labor	\$2,200	\$2,200	\$950	\$950
Soil/Fertilizer	\$400	\$400	\$136	\$136
Pine Bark	\$675	\$675	\$1,337	\$1,337
Tree Staking Kits	\$0	\$0	\$720	\$720
Irrigation	\$925	\$925	\$1,500	\$1,500
*** TOTAL ***	\$9,900	\$12,570	\$14,968	\$18,208

Tropical Landscape Design,inc.

P.O Box 1518
 Land O Lakes,Fl. 34639
 VENDOR NUMBER 483453
 813-361-7004
 813-996-2781

Tony@TropicalLandscape.net
 www.TropicalLandscape.net

Estimate

Estimate No: 1914
 Date: August 20, 2018

For: [REDACTED]

The Groves.

Ship To: [REDACTED]

813-789-0094

Ship Date	Ship Via	Tracking No	FOB
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August 20, 2018

Code	Description	Quantity	Rate	Amount
	Remove all agreed plant materials and dump. \$2,400.00	1	\$2,400.00	\$2,400.00
	Red cedar 30 gallon	30	\$199.00	\$5,970.00*
	We have smaller red cedar in 15 gal for \$110.00 each. Plants at about 4 feet. 30 gallons will plant at 5 to 6 feet. You are quoted for the larger.	1	\$0.00	\$0.00
	Pine bark to cover new beds.	1	\$675.00	\$675.00
	Irrigation. Bubbler line will be added. Each tree will have its own bubbler. No drip line.	1	\$925.00	\$925.00
	Potting soil, worm castings and biochar will be applied to each tree. We recommend the hiring of a fertilizer company to feed and spray trees 4 times per year. We use Tropicare if you need there price.	1	\$400.00	\$400.00
	Labor to install	1	\$2,200.00	\$2,200.00

* Indicates non-taxable item

Our company can also provide:

-Professional LED landscape lighting.
 -irrigation Repairs.
 -Small paver areas for small sidewalks,grilling pads and screen door exits. Larger jobs are referred To Elite Pavers.
 -Organic garden design and installation.
 -Small tree trimming. Larger jobs are refereed out.
 Quarterly weed and trimming service.
 Fertilization is referred to Tropicare Fertilizing company.

Subtotal	\$12,570.00
TAX (0.00%)	\$0.00
Shipping	\$0.00
Total	\$12,570.00



• Landscaping • Irrigation • Property Maintenance • Tree Farms

August 24, 2018

Groves CDD
Wayne Coe
5844 Old Pasco Rd, Suite 100
Wesley Chapel, FL 33544
813-383-3453
seat1@thegrovescdd.org

RE: Landscape Proposal for
Groves CDD Entry Buffer

Dear Wayne Coe,

Thank you for the opportunity to bid on this project. Find the following Sunrise Landscape Contractors, Inc.'s proposal with the landscape materials itemized for your review. Our scope of work includes labor and material to remove 240' of large Viburnum hedge and replace with Red Cedar trees per the attached.

Proposal Summary:

Landscape Materials:	\$6,022.50
Demolition	\$6,800.00
Irrigation Allowance:	\$1,500.00
GRAND TOTAL:	\$14,322.50 *

* Pricing is valid for 30 days

Alternate: Increase the size of Red Cedar trees from 15Gal to 30Gal **ADD \$3,250.00**

St. Augustine Sod if required can be installed for \$0.58 (this sod must be irrigated)

Bahia Sod if required can be installed for \$0.38 (this sod does not require irrigation but it is recommended)

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landscape looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

Chris Griesenbeck

Chris Griesenbeck

Attachments:

Itemized Summary

Clarifications and Exclusions

Sunrise Landscaping Contractors, Inc.
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

Sunrise Landscape
Itemized Summary - Groves CDD Entry Buffer

August 24, 2018

Landscape Materials

Description	QTY	Price	Unit	Total
Trees				
Red Cedar 15Gal	25	\$105.00	per	\$2,625.00
Miscellaneous				
Planting Soil (for use as backfill in planting pits only)	4	\$34.00	cu yd	\$136.00
Pine Bark Mulch	27	\$49.50	cu yd	\$1,336.50
Tree Staking Kit	25	\$24.00	per	\$600.00
Freight	1	\$375.00	per	\$375.00
Labor	1	\$950.00	per	\$950.00

TOTAL **\$6,022.50**

Demolition

Description	QTY	Price	Unit	Total
Remove 240' of 12-14' tall Viburnum buffer, size of hedge requires loader for removal. Hand grade and prepare bed for new trees.	1	\$5,400.00	per	\$5,400.00
Hauling and Dump Fee	1	\$1,400.00	per	\$1,400.00

TOTAL **\$6,800.00**

Irrigation Allowance

Description	QTY	Price	Unit	Total
Work to be completed on T&M basis. Detail on existing system unknown at time of bid (controller, valves, wires etc). Connect to existing system to provide 100% coverage of new landscaping.	1	\$1,500.00	per	\$1,500.00

TOTAL **\$1,500.00**