

## Colleen V. Conko

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**From:** April Barliso <abarliso@hikai.com>  
**Sent:** Tuesday, August 26, 2025 3:23 PM  
**To:** Colleen V. Conko  
**Cc:** Audette Bruce  
**Subject:** Lake Hideaway, Lake Hideaway II and Sunrise Adopted FY 2026 Budget  
**Attachments:** Sunrise Resolution 2025-15 Adopting FY 2025-2026 Budget.pdf; LH II Resolution 2025-37 Adopting FY 2025-2026 Budget.pdf; LH Resolution 2025-08 Adopting FY 2025-2026 Budget.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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Hello Hernando County,

Good Afternoon!

Please see attached resolutions Adopting Final FY 2025-2026 Budgets of Lake Hideaway, Lake Hideaway II and Sunrise CDD.

Please confirm receipt of this email. If there's anything I can assist with, feel free to contact me.

Thank you.

cheers to happy living,



april barliso



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formerly breeze

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## RESOLUTION 2025-37

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE HIDEAWAY II COMMUNITY DEVELOPMENT DISTRICT ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; APPROVING THE FORM OF A BUDGET FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager submitted, prior to June 15<sup>th</sup>, to the Board of Supervisors (“**Board**”) of the Lake Hideaway II Community Development District (“**District**”) a proposed budget for the next ensuing budget year (“**Proposed Budget**”), along with an explanatory and complete financial plan for each fund, pursuant to the provisions of Sections 189.016(3) and 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District at least 60 days prior to the adoption of the Proposed Budget pursuant to the provisions of Section 190.008(2)(b), Florida Statutes;

**WHEREAS**, the Board held a duly noticed public hearing pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least 2 days before the public hearing pursuant to Section 189.016(4), Florida Statutes;

**WHEREAS**, the Board is required to adopt a resolution approving a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year pursuant to Section 190.008(2)(a), Florida Statutes;

**WHEREAS**, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

**WHEREAS**, Hawk Lake Hideaway, LLC, a Delaware limited liability company (“**Developer**”), as the developer of certain lands within the District, has agreed to fund the FY 2025-2026 Budget as shown in the revenues line item of the FY 2025-2026 Budget pursuant to a budget funding agreement.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

#### **Section 1. Budget**

- a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s records office, and hereby approves certain amendments thereto, as shown below.
- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative

figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2024-2025 and/or revised projections for fiscal year 2025-2026.

- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's records office and identified as "The Budget for the Lake Hideaway II Community Development District for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026".
- d. The final adopted budget shall be posted by the District Manager on the District's website within 30 days after adoption pursuant to Section 189.016(4), Florida Statutes.

**Section 2. Appropriations.** There is hereby appropriated out of the revenues of the District, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the sum of \$ 200,870 \_\_\_\_\_, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

**Section 3. Budget Amendments.** Pursuant to Section 189.016(6), Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. Any other budget amendments shall be adopted by resolution and be consistent with Florida law. This includes increasing any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and making the corresponding change to appropriations or the unappropriated balance.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016, Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraph c. above are posted on the District's website within 5 days after adoption pursuant to Section 189.016(7), Florida Statutes.

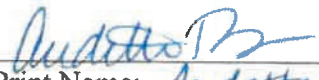
**Section 4. Approving the Form of a Budget Funding Agreement with Developer.** The Budget Funding Agreement between the District and Developer attached hereto as **Exhibit B** is hereby approved in substantial form. The Chair or the Vice-Chair of the Board are hereby authorized and directed to execute and deliver said agreement on behalf of and in the name of the District. The Secretary or any Assistant Secretary of the Board are hereby authorized to attest such execution. Any additions, deletions or modifications may be made and approved by the Chair or the Vice-Chair and their execution of the agreement shall be conclusive evidence of such approval.

**Section 5. Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**Passed and Adopted on August 15, 2025.**

Attested By:

**Lake Hideaway II Community  
Development District**

  
Print Name: Audette Bruce  
☒ Secretary / ☐ Assistant Secretary

  
Print Name: Michael Lawson  
☒ Chair / ☐ Vice Chair of the Board of Supervisors

**Exhibit A: FY 2025-2026 Adopted Budget**

**Exhibit B: Form of Budget Funding Agreement with Developer**

# **LAKE HIDEAWAY II**

Community Development District

## **FY 2026 ADOPTED BUDGET**

at the August 15, 2025 meeting

**STATEMENT 1**  
**LAKE HIDEAWAY II COMMUNITY DEVELOPMENT**  
**DISTRICT FY 2026 ADOPTED BUDGET**  
**GENERAL FUND (O&M)**

	<b>PROPOSED</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	
	<b>FY 2025</b>	<b>THRU</b>	<b>FY 2026</b>	<b>VARIANCE</b>
		<b>3/31/25</b>		
<b>I. REVENUE</b>				
GENERAL FUND REVENUE /(a)	\$ 132,696	\$ -	\$ 200,870	\$ 68,174
INTEREST		-		
<b>TOTAL REVENUE</b>	<b>132,696</b>	<b>-</b>	<b>200,870</b>	<b>68,174</b>
<b>II. EXPENDITURES</b>				
<b>GENERAL ADMINISTRATIVE</b>				
SUPERVISORS COMPENSATION	3,600	-	12,000	8,400
PAYROLL TAXES	275	-	918	643
PAYROLL PROCESSING	330	-	500	170
MANAGEMENT CONSULTING SERVICES	25,000	-	25,000	-
CONSTRUCTION ACCOUNTING SERVICES	-	-	-	-
PLANNING & COORDINATING SERVICE	-	-	-	-
ADMINISTRATIVE SERVICES	-	-	-	-
BANK FEES	300	-	300	-
MISCELLANEOUS	-	-	-	-
AUDITING SERVICES	3,200	-	3,200	-
TRAVEL PER DIEM	1,000	-	1,000	-
INSURANCE	7,761	-	7,761	-
REGULATORY AND PERMIT FEES	175	-	175	-
LEGAL ADVERTISEMENTS	5,500	-	5,500	-
ENGINEERING SERVICES	2,500	-	2,500	-
TBD	5,000	-	5,000	-
MEETING ROOM RENTAL	1,040	-	1,040	-
WEBSITE HOSTING	2,015	-	2,015	-
ADMINISTRATIVE CONTINGENCY	10,000	-	9,274	(726)
<b>TOTAL GENERAL ADMINISTRATIVE</b>	<b>67,696</b>	<b>-</b>	<b>76,183</b>	<b>8,487</b>
<b>DEBT ADMINISTRATION:</b>				
DISSEMINATION AGENT	-	-	5,000	4,687
TRUSTEE FEES	-	-	4,687	-
ARBITRAGE	-	-	-	9,687
<b>TOTAL DEBT ADMINISTRATION</b>	<b>-</b>	<b>-</b>	<b>9,687</b>	<b>14,374</b>

**STATEMENT 1**  
**LAKE HIDEAWAY II COMMUNITY DEVELOPMENT**  
**DISTRICT FY 2026 ADOPTED BUDGET**  
**GENERAL FUND (O&M)**

	<b>PROPOSED</b>	<b>ACTUAL</b>	<b>ADOPTED</b>	
	<b>FY 2025</b>	<b>THRU</b>	<b>FY 2026</b>	<b>VARIANCE</b>
		<b>3/31/25</b>		
<b>PHYSICAL ENVIRONMENT EXPENDITURES</b>				
COMPREHENSIVE FIELD SERVICES	15,000	-	15,000	15,000
STREETPOLE LIGHTING	-	-	-	-
ELECTRICITY (IRRIGATION & POND PUMPS)	-	-	-	-
WATER	-	-	-	-
LANDSCAPING MAINTENANCE	-	-	-	-
IRRIGATION MAINTENANCE	-	-	-	-
POND MAINTENANCE	-	-	-	-
CONTINGENCY FOR PHYSICAL ENVIRONMENT	50,000	-	100,000	100,000
<b>TOTAL PHYSICAL ENVIRONMENT EXPENDITURES</b>	<b>65,000</b>	<b>-</b>	<b>115,000</b>	<b>115,000</b>
<b>TOTAL EXPENDITURES</b>	<b>132,696</b>	<b>-</b>	<b>200,870</b>	<b>137,861</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>III. EXPENDITURES</b>	-	-	-	
FUND BALANCE - BEGINNING	-	-	-	
<b>FUND BALANCE - ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Footnote:**

a.) The Developer will enter into an O&M deficit funding agreement for the FY 2025-2026 budget to cover any shortfalls in the FY 2025-2026 budget. The developer will fund budget deficits based on actual expenditures that exceed actual revenues as needed.



**STATEMENT 2**  
**LAKE HIDEAWAY II COMMUNITY DEVELOPMENT DISTRICT**  
**FY 2025-2026 O&M ASSESSMENT ALLOCATION**

**1. ERU Assignment, Ranking and Calculation**

Product Type	Units	ERU	Total ERU	% ERU
22'	50	0.44	\$22.00	10.89%
40'	100	0.80	\$80.00	39.60%
50'	100	1.00	\$100.00	49.50%
<b>Total</b>	<b>250</b>		<b>\$202.00</b>	<b>100.00%</b>

**2. O&M Assessment Requirement ("AR")**

AR = TOTAL EXPENDITURES - NET:	\$	200,870.38	
Plus: Early Payment Discount (4.0%)	\$	8,547.68	
Plus: County Collection Charges (2.0%)	\$	4,273.84	
<b>Total Expenditures - GROSS</b>	<b>\$</b>	<b>213,691.89</b>	[a]
<b>Total ERU:</b>	<b>\$</b>	<b>202.00</b>	[b]
<b>Total AR / ERU - GROSS (as if all On-Roll):</b>	<b>\$</b>	<b>1,057.88</b>	[a] / [b]
<b>Total AR / ERU - NET:</b>	<b>\$</b>	<b>994.41</b>	

**3. Proposed FY 2026 Allocation of AR (as if all On-Roll) / (a)**

Product Type	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
22'	50	0.44	\$437.54	\$21,876.97	\$465.47	\$23,273.37
40'	100	0.80	\$795.53	\$79,552.63	\$846.30	\$84,630.45
50'	100	1.00	\$994.41	\$99,440.78	\$1,057.88	\$105,788.07
<b>Total</b>	<b>250</b>			<b>\$200,870.38</b>		<b>\$213,691.89</b>

**4. Proposed FY 2025 Allocation of AR (as if all On-Roll) / (a)**

TBD	Units	Assigned ERU	Net Assmt/Unit	Total Net Assmt	Gross Assmt/Unit	Total Gross Assmt
22'	0	0.44	\$0.00	\$0.00	\$0.00	\$0.00
40'	0	0.80	\$0.00	\$0.00	\$0.00	\$0.00
50'	0	1.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>0</b>			<b>\$0.00</b>		<b>\$0.00</b>

**5. Difference per Lot between FY 2025 and FY 2026**

Lot Width	Lots	ERU	NET Assmt/Lot	Total Assmt, Net	GROSS Assmt/Lot	Total GROSS Assmt.
22'	50	0.44	\$437.54	\$21,876.97	\$465.47	\$23,273.37
40'	100	0.80	\$795.53	\$79,552.63	\$846.30	\$84,630.45
50'	100	1.00	\$994.41	\$99,440.78	\$1,057.88	\$105,788.07
		<b>250</b>		<b>\$200,870.38</b>		<b>\$213,691.89</b>



**STATEMENT 3  
LAKE HIDEAWAY II COMMUNITY DEVELOPMENT DISTRICT  
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	VENDOR	GL ACCOUNT	COMMENTS/SCOPE OF SERVICE	ANNUAL CONTRACT AMOUNT
<b>GENERAL ADMINISTRATIVE:</b>				
SUPERVISORS COMPENSATION	Board of Supervisors		Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance.	\$12,000.00
PAYROLL TAXES	Payroll		Amount is for employer taxes related to the payroll calculated at 7.65% Of BOS Payroll	\$918.00
PAYROLL PROCESSING	Innovative		Amount is assessed at \$55 Per Payroll Plus Year End Processing of \$55 for the processing of payroll related to Supervisor compensation	\$500.00
MANAGEMENT CONSULTING SERVICES	BREEZE		The District received Management, Accounting and Assessment services as part of a Management Agreement.	\$25,000.00
ADMINISTRATIVE SERVICES	BREEZE		Pursuant to District Management Contract for services related to administration functions of the District such as agenda processing, public records request, etc.	\$0.00
BANK FEES	Bank United		Estimated for any bank related fees and check printing	\$300.00
MISCELLANEOUS	MISC		Estimated for administrative expenditures not identified in any other line item	\$0.00
AUDITING			Florida Statute mandates an audit of its financial records to be performed on an annual basis by an independent Certified Public Accounting firm.	\$3,200.00
TRAVEL PER DEIM	Misc		Estimated for Supervisor travel to and from District meetings	\$1,000.00
INSURANCE	EGIS		The Districts General Liability , Public Officials and Property insurance is with EGIS Insurance and Risk Advisors. They specialize in providing insurance coverage to governmental agencies. The budgeted amount is based on estimates received for EGIS	\$7,761.00
REGULATORY AND PERMIT FEES	Florida Dept of Economic Opportunity		The District is required to pay an annual fee of \$175 to the Department of Community Affairs.	\$175.00
LEGAL ADVERTISEMENTS	Local Newspaper		The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation	\$5,500.00
ENGINEERING SERVICES	Stantec		The District Engineer provides general engineering services to the District; i.e. attendance and preparation for monthly board meetings, review of contractor plans and invoices, and other specifically requested assignments.	\$2,500.00
LEGAL SERVICES	Straley, Robin Vericker		The District's attorney provides general legal services to the District; i.e. attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research as directed or requested by the Board of Supervisor and the District Manager	\$5,000.00
MEETING ROOM RENTAL	Marriott		In accordance with Florida Statute 190.006, the District is required to host meetings where the District is located. The District reserve rental in a facility accessible to residents and residing within the County	\$1,040.00
WEBSITE HOSTING	Campus Suite		The District is mandated to post on the internet the approved and adopted budgets as well as agendas and other items in accordance with State requirements. Campus Suite - \$1,515 includes website compliance and remediation of 750 documents as well as \$500 for District Manager upload and oversight	\$2,015.00
ADMINISTRATIVE CONTINGENCY			Estimated for items not known and considered in the administrative allocations	\$9,274.25
<b>DEBT SERVICE ADMINISTRATION:</b>				
DISSEMINATING AGENT	TBD		The District is required by the Securities & Exchange Commission to comply with Rule 15c2-12(b)-(5) which relates to additional reporting requirements for bond issues. The budgeted amount is based on standard fees charged for this service.	\$5,000.00
TRUSTEE FEES	TBD		The District deposits amounts related to a Bond Series with a Trustee stipulated in the trust indenture. The annual trustee fees are based on fees estimated by the Trustee	\$4,687.13

**STATEMENT 3  
LAKE HIDEAWAY II COMMUNITY DEVELOPMENT DISTRICT  
CONTRACT SUMMARY**

FINANCIAL STATEMENT CATEGORY	VENDOR	GL ACCOUNT	COMMENTS/SCOPE OF SERVICE	ANNUAL CONTRACT AMOUNT
ARBITRAGE	TBD		The District receives services from an independent specialist to calculate the District's Arbitrage Rebate Liability on respective bond issuances. Confirmed with LLS for arbitrage related to the 2017A Bonds - rebate is calculated by end of July	\$0.00
PHYSICAL ENVIRONMENT:	TBD			
COMPREHENSIVE FIELD SERVICES	TBD		Directs day to day operations and oversees field services technician. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage of RFP for ongoing maintenance, prepare written monthly reports to the Board, including travel for field technician.	\$15,000.00
STREETPOLE LIGHTING	TBD		Covers the installation, maintenance, and repair of solar-powered streetlights to provide energy-efficient illumination throughout the community.	\$0.00
ELECTRICITY (IRRIGATION & POND PUMPS)	TBD		Funds the electrical usage required to operate the irrigation system and pond circulation or aeration pumps throughout the community.	\$0.00
WATER	TBD		Covers the cost of potable water service for community facilities, including restrooms, drinking fountains, and other amenity-related uses.	\$0.00
LANDSCAPING MAINTENANCE	TBD		Provides for routine mowing, edging, pruning, weeding, and general upkeep of all common area landscaping to maintain community appearance and standards.	\$0.00
LANDSCAPE REPLENISHMENT	TBD		Covers the replacement of damaged, dead, or aging plant materials, sod, and mulch to preserve the aesthetic and health of the community's landscaped areas.	\$0.00
IRRIGATION MAINTENANCE	TBD		Provides for the inspection, repair, and upkeep of the irrigation system to ensure efficient water delivery and proper coverage across all landscaped areas.	\$0.00
POND MAINTENANCE	TBD		Provides for the routine treatment and monitoring of ponds to control algae, aquatic weeds, and maintain overall water quality and aesthetic appearance.	\$0.00
PHYSICAL ENVIRONMENT CONTINGENCY	TBD		Additional maintenance added with new areas coming online	\$100,000.00
TOTAL EXPENDITURES				\$200,870.38

**Budget Funding Agreement**  
Fiscal Year 2025-2026

This Budget Funding Agreement is made and entered into as of August 15, 2025, by and between the **Lake Hideaway II Community Development District** (the "**District**") and **Hawk Lake Hideaway, LLC**, a Delaware limited liability company/corporation (the "**Developer**").

**Recitals**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the Fiscal Year 2025-2026, which concludes on September 30, 2026 as described in **Exhibit A** attached hereto (the "**Budget**"); and

**WHEREAS**, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2025-2026; and

**WHEREAS**, the Developer desires to provide such funds, as are necessary, to the District to proceed with its operations and services for Fiscal Year 2025-2026.

**NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. **Funding Obligations.** The Developer agrees to make available to the District the monies necessary for the operation of the District, within 30 days of written request by the District.
  - a. The funds shall be placed in the District's general checking account.
  - b. These payments are made by the Developer in lieu of additional assessments which might otherwise be levied or imposed by the District.
  - c. The monies to be funded by the Developer will be the difference between any actual revenues (on-roll, off-roll, or other sources) received by the District and the actual expenditures incurred by the District and will be provided on an "as needed" basis only.
  - d. At the end of the fiscal year if it is determined there is a surplus that is related to the deficit funding provided by the Developer; the Developer will be entitled to a return of such funds up to the total amount deficit funded.
2. **Notes or Bonds.** The parties hereto recognize that a portion of the operating expenses may be required in support of the District's effort to implement its capital improvements program which are to be financed in the form of note(s), bond(s) or future developer advances and as such may be considered to be reimbursable expenses. The District agrees that upon the issuance of its note(s) or

bonds(s) that there will be included an amount sufficient to reimburse the Developer for a portion of the advances made pursuant to this agreement and such reimbursement will be made within thirty (30) days of receiving the proceeds of the note(s) or bond(s). The advances made pursuant to this agreement and reimbursement of same will not include any interest charge since it is anticipated that the District will proceed in a timely fashion to obtain its note(s) or bond(s).

3. **Amendment.** Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties.
4. **Assignment.** This Agreement may be assigned, in whole or in part by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.
5. **Default and Remedies.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.
6. **Governing Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in the county where the District is located.
7. **Enforcement and Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for, trial alternative dispute resolution, or appellate proceedings.
8. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
9. **No Third Party Benefits.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
10. **Arm's Length Agreement.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
11. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**12. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF,** the parties execute this agreement the day and year first written above.

**Hawk Lake Hideaway, LLC**  
a Delaware limited liability company



John M. Ryan  
Manager

**Lake Hideaway II Community  
Development District**



Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A – Fiscal Year 2025-2026 General Fund Budget**