Rizzetta & Company

K-Bar Ranch
Community Development District

Board of Supervisors Meeting
September 1, 2021

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

www.kbarranchcdd.com

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

K Bar Ranch Amenity Center 10820 Mistflower Lane, Tampa, FL 33647

Board of Supervisors	Vicki Shuster	Chair
	Dr. Christiane Rinck	Vice Chair
	John Bowersox	Assistant Secretary
	Edmund Radigan	Assistant Secretary
	Cynthia Gustavel	Assistant Secretary
District Manager	Lynn Hayes	Rizzetta & Company, Inc.
District Counsel	Vivek Babbar	Straley Robin & Vericker
District Engineer	Tonja Stewart	Stantec Consulting

All cellular phones must be placed on mute while in the meeting room.

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

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

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

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
District Office · Wesley Chapel, Florida (813) 944-1001
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
WWW.KBARRANCHCDD.COM

Board of Supervisors
K-Bar Ranch Community
Development District

August 30, 2021

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District will be held on **Wednesday, September 1, 2021 at 6:00 p.m.** at the K-Bar Ranch II Amenity Center, located at 10820 Mistflower Lane, Tampa, FL 33647. The following is the agenda for the meeting.

1. CALL TO ORDER/ROLL CALL
2. AUDIENCE COMMENTS
A. Guest Speaker MBS Capital Markets /Potential Refunding Opportunity- Sete Zare ..... Tab 1
3. BUSINESS ADMINISTRATION
A. Consideration of the Minutes of the Board of Supervisors Meeting on August 4, 2021 ..... Tab 2
B. Consideration of Operation and Maintenance Expenditures for July 2021 ..... Tab 3
4. STAFF REPORTS
A. District Chairman
B. District Counsel
C. District Engineer
D. District Manager
5. BUSINESS ITEMS
A. Presentation of Field Inspection Report ..... Tab 4
B. Presentation of Field Inspection Report with Landscaper Comments ..... Tab 5
C. Presentation of Yellowstone Landscape Report ..... Tab 6
D. Presentation of Aquatics Report ..... Tab 7
E. Consideration of Yellowstone Landscape Proposal ..... Tab 8
F. Consideration of New Tampa Fence Dog Park Quote ..... Tab 9
G. Discussion of Property Ownership and Maintenance of Common Areas ..... Tab 10
6. SUPERVISOR REQUESTS
7. ADJOURNMENT

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

Sincerely,
Lynn Hayes
District Manager

Tab 1

MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES
K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

July 7, 2021

Board of Supervisors
K-Bar Ranch Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the K-Bar Ranch Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") for the purpose of refunding the District's outstanding Series 2016 Bonds (the "Prior Bonds"). This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

    - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
    - Preparation of rating strategies and presentations related to the issue being underwritten.
    - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
    - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
    - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
    - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
    - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
    - Preparation of post-sale reports for the issue, if any.

- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of $50,000 or 1.5% of the total par amount of Bonds issued.

   The Underwriter shall also bear the cost of obtaining an investment grade rating with the actual cost of the rating to be paid from the proceeds of the Bonds only to the extent Bonds are issued.

3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.

4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.

5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.

6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____

MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.

(iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being

purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Tab 2

MINUTES OF MEETING

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

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the K-Bar Ranch Community Development District was held on **Wednesday, August 4, 2021 at 6:00 p.m**., at the K Bar Ranch II Amenity Center located at 10820 Mistflower Lane, Tampa, FL 33647.

Present and constituting a quorum were:

Vicki Shuster	**Board Supervisor, Chair**
Dr. Christiane Rinck	**Board Supervisor, Vice Chair**
Edmund Radigan	**Board Supervisor, Assistant Secretary** *(via online)*
Cynthia Gustavel	**Board Supervisor, Assistant Secretary**
John Bowersox	**Board Supervisor, Assistant Secretary**

Also present:

Lynn Hayes	**District Manager, Rizzetta & Company, Inc.**
Vivek Babbar	**District Counsel, Straley, Robin & Vericker**
Jason Liggett	**Field Services, Rizzetta & Company, Inc.**
Tonja Stewart	**District Engineer Stantec Consulting** *(via online)*
Josh Olivia	**Representative, Yellowstone Landscape**
Audience	

FIRST ORDER OF BUSINESS **Call to Order**

Mr. Hayes called the meeting to order and conducted roll call.

SECOND ORDER OF BUSINESS **Audience Comments**

An audience member brought up that they would like the Board to consider adding fencing along Wild Tamarind Drive by the pond as well as trim or remove plant material along the sidewalk on Wild Tamarind Drive.

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THIRD ORDER OF BUSINESS **Consideration of the Minutes of the Board of Supervisors Meeting held on June 2, 2021**

Mr. Hayes presented the June 2, 2021 meeting minutes and asked if there were any amendments necessary. There were none.

> On a Motion by Mr. Bowersox, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors approved the meeting minutes of the Board of Supervisors meeting held on June 2, 2021 as presented, for K-Bar Ranch Community Development District.

FOURTH ORDER OF BUSINESS **Consideration of the Operation and Maintenance Expenditures for May and June 2021.**

Mr. Hayes presented the Operation and Maintenance Expenditures for May and June 2021.

> On a Motion by Ms. Shuster, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for May 2021 ($47,746.47) and June 2021 ($29,679.95) as presented, for K-Bar Ranch Community Development District.

FIFTH ORDER OF BUSINESS **Staff Reports**

A. District Chairman

> On a Motion by Mr. Bowersox, seconded by Ms. Shuster, with all in favor, the Board of Supervisors approved District staff to obtain a quote to remove plan material and add St. Augustine grass not to exceed $5,000, for K-Bar Community Development District.

B. District Counsel
No report.

C. District Engineer
Ms. Stewart will submit a proposal to fix weir in pond 301 at the September 1, 2021 meeting.

D. District Manager
Mr. Hayes stated that the next Board of Supervisors meeting will be held on Wednesday, September 1, 2021 at 6:00 p.m. at the K Bar Ranch II Amenity Center located at 10820 Mistflower Lane, Tampa, FL 33647. He asked the

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Board if they would like Sete Zare from MBS Capital Markets to attend the September meting for a presentation. The Board agreed to this.

SIXTH ORDER OF BUSINESS **Presentation of Field Inspection Reports**

Mr. Liggett presented the Field Inspection Reports dated June 21, 2021 and July 27, 2021.

SEVENTH ORDER OF BUSINESS **Presentation of Yellowstone's Landscape Report**

Mr. Olivia presented his report and discussed the field service reports and comments.

EIGHTH ORDER OF BUSINESS **Presentation of Aquatics Reports**

Mr. Hayes presented the aquatics reports.

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NINTH ORDER OF BUSINESS **Consideration of Amenity Center, Dog Park and Splash Pad Fence Quotes from New Tampa Fence**

Mr. Hayes presented the three quotes from New Tampa Fence for the Amenity Center, Dog Park and Splash Pad. The Board agreed to have the fence installed around the Amenity Center at a cost of $33,806. The dog park and splash pad fencing proposals were tabled.

On a Motion by Dr. Christiane Rinck, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors approved The New Tampa Fence proposal to install fencing around the Amenity Center at a cost of $33,806 along with the Securiteam access gate card readers and electrical costs in FY 2020/2021 budget, for K-Bar Community Development District.

TENTH ORDER OF BUSINESS **Consideration of Splash Pad Quote**

Ms. Shuster presented a Splash Pad Quote from Florida Playstructures. She will bring additional quotes to the September meeting as the Board would like to consider other quotes.

This was tabled until the September 1, 2021 meeting.

ELEVENTH ORDER OF BUSINESS **Consideration of Yellowstone Quote for Sod Replacement**

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Mr. Olivia presented the Yellowstone sod replacement proposal.

On a Motion by Ms. Shuster, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors approved the Yellowstone proposal # 138566 for sod replacement at a cost of $1,856.99, for K-Bar Community Development District.

TWELFTH ORDER OF BUSINESS **Public Hearing for the Fiscal Year 2021/2022 Final Budget**

Mr. Hayes asked the Board for a Motion to Open the Public Hearing for the Fiscal Year 2021/2022 Final Budget.

On a Motion by Ms. Shuster, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors opened the Public Hearing for the Fiscal Year 2021/2022 Final Budget, for the K Bar Ranch Community Development District.

There were no public comments at this time.

On a Motion by Ms. Shuster, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors tabled further discussion of the possibility of Bassett Creek HOA taking over CDD maintenance until additional maps/data is obtained and brought before the Board at the September meeting, for the K Bar Ranch Community Development District.

Mr. Hayes asked the Board for a Motion to Close the Public Hearing for the Fiscal Year 2021/2022 Final Budget.

On a Motion by Ms. Shuster, seconded by Ms. Gustavel, with all in favor, the Board of Supervisors closed the Public Hearing for the Fiscal Year 2021/2022 Final Budget, for the K Bar Ranch Community Development District.

THIRTEENTH ORDER OF BUSINESS **Consideration of Resolution 2021-03, Annual Appropriations and Adopting Fiscal Year 2021/2022 Final Budget**

Mr. Hayes presented Resolution 2021-03, Adopting the Fiscal Year 2021/2022 Budget to the Board of Supervisors. He informed the Board the Total General Fund Revenue is $865,299, the Debt Service Fund Revenue is $659,282.38, the Reserve Funds is $50,000 for a Total for all funds of $1,574,581.38.

On a Motion by Ms. Shuster, seconded by Mr. Radigan, with four in favor and Dr. Christiane Rinck opposed, the Board of Supervisors adopted Resolution 2021-03, Adopting Fiscal Year 2021/2022 Budget, for the K Bar Ranch Community Development District.

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FOURTEENTH ORDER OF BUSINESS **Public Hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022**

Mr. Hayes asked the Board for a Motion to Open the Public Hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022.

> On a motion by Ms. Gustavel, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors Opened the Public Hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022, for the K Bar Ranch Community Development District.

There were no public comments at this time.

> On a motion by Ms. Gustavel, seconded by Mr. Bowersox, with all in favor, the Board of Supervisors Closed the Public Hearing on Imposing Special Assessments and Certifying the Assessment Roll for Fiscal Year 2021/2022, for the K Bar Ranch Community Development District.

FIFTEENTH ORDER OF BUSINESS **Consideration of Resolution 2021-04, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022 Final Budget**

Mr. Hayes presented Resolution 2020-04, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021/2022 Final Budget to the Board of Supervisors. He informed the Board there is no increase in assessments.

> On a motion by Ms. Gustavel, seconded by Ms. Shuster, with four in favor and Dr. Christiane Rinck opposed, the Board of Supervisors Adopted Resolution 2021-04, authorized District Staff to provide the County with the Assessment Roll to collect Special Assessments for Fiscal Year 2021/2022, for the K Bar Ranch Community Development District.

SIXTEENTH ORDER OF BUSINESS **Consideration of Resolution 2020-05, Adopting the Fiscal Year 2021/2022 Meeting Schedule**

Mr. Hayes presented Resolution 2020-05, Adopting Fiscal Year 2020/2021 Meeting Schedule to the Board of Supervisors.

> On a Motion by Ms. Gustavel, seconded by Ms. Shuster, with all in favor, the Board of Supervisors adopted Resolution 2021-05, Adopting the Fiscal Year 2021/2022 Meeting

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Schedule, for the K Bar Ranch Community Development District.

SEVENTEENTH ORDER OF BUSINESS **Supervisor Requests**

Ms. Shuster requested additional information with regards to Bassett Creek/CDD maintenance and also requested maps and definitive locations for the September meeting.

EIGHTEENTH ORDER OF BUSINESS **Adjournment**

Mr. Hayes stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Bowersox seconded by Ms. Shuster, with all in favor, the Board of Supervisors adjourned the meeting at 7:44 p.m. for the K-Bar Ranch Community Development District.

_____ _____

Secretary / Assistant Secretary Chairman / Vice Chairman

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Tab 3

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures
July 2021
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **$53,151.45**

Approval of Expenditures:

_____

____ Chairperson

____ Vice Chairperson

____ Assistant Secretary

K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Blue Water Aquatics, Inc.	002279	27736	Aquatic Service 06/21	$ 2,055.00
Bright House Networks	20210730-1	046393801061521	10511 Wild Tamarind Dr 06/21	$ 232.97
David Eskra	002280	2052	Maintenance & Repairs 06/21	$ 125.00
Harris Romaner Graphics	002270	20473	Install (2) Pool Signs 03/21	$ 520.00
Harris Romaner Graphics	002286	20637	No Fishing Signs 07/21	$ 245.00
JBW Designs, LLC dba Poop 911	002267	4569295	10 Stations Filled/Emptied 05/21	$ 237.90
JBW Designs, LLC dba Poop 911	002281	4600048	10 Stations Filled/Emptied 06/21	$ 237.90
K-Bar Ranch II CDD	002265	OMR0521-1	Landscape Maintenance 05/21	$ 3,500.00
Nvirotect Pest Control Service, Inc	002284	239095	Pest Control Account #9822 07/21	$ 65.00
Phil Lentsch	002266	00032882	Three Books Copied 05/21	$ 151.83
Republic Services #696	002269	0696-000956471	Disposal Service 07/21	$ 191.53
Rizzetta & Company, Inc.	002276	INV0000059381	District Management Services 07/21	$ 4,193.34
Rizzetta Amenity Services, Inc.	002285	INV00000000008943	Amenity Management Services 07/09/21	$ 1,743.91

K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Rizzetta Technology Services, LLC	002277	INV0000007676	Email & Website Hosting Services 07/21	$ 175.00
Rust Off, LLC	002271	30829	Rust Prevention 06/21	$ 595.00
Scott C. Masucci	002268	kbaro19	Pool Service 06/21	$ 400.00
Stantec Consulting Services Inc	002272	1796798	Engineering Services 05/21	$ 65.50
Stantec Consulting Services Inc	002287	1808586	Engineering Services 06/21	$ 262.00
Tampa Electric Company	002273	211004822469 06/21	Stonecreek TNHMS LD 929 06/21	$ 624.61
Tampa Electric Company	002273	211004822964 06/21	Bassett Creek Drive 06/21	$ 2,834.59
Tampa Electric Company	20210708-1	221008243992 06/21	Kbar Ranch Pkwy - Streetlights 06/21	$ 587.81
Tampa Electric Company	20210730-2	221008243992 07/21	Kbar Ranch Pkwy - Streetlights 07/21	$ 766.71
Tampa Electric Company	002283	Electric Summary 06/21	Electric Summary 06/21	$ 13,686.91
Times Publishing Company	002282	0000167498 07/07/21	Legal Advertising 07/21	$ 1,264.75
United Building Maintenance, Inc.	002278	348	Pool Cabana/Restroom Maintenance 07/21	$ 600.00
United Building Maintenance, Inc.	002278	349	Janitorial Supplies 07/21	$ 27.77

K-Bar Ranch Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
US Bank	002274	6139088	Trustee Fees Series 2016 05/01/21-04/30/22	$ 3,717.38
Yellowstone Landscape	002275	TM 225318	Monthly Landscape Maintenance 06/21	$ 10,413.58
Yellowstone Landscape	002275	TM 232324	Irrigation Repairs 06/21	$ 272.36
Yellowstone Landscape	002288	TM 241559	Install Soil - Entry Signs 07/21	$ 2,278.10
Yellowstone Landscape	002288	TM 242509	Install Summer Annuals 07/21	$ 1,080.00
Report Total				$ 53,151.45

Tab 4

K BAR RANCH

FIELD INSPECTION REPORT

August 23, 2021

Rizzetta & Company

Jason Liggett - Field Services Manager

Rizzetta & Company
Professionals in Community Management

SUMMARY & K-Bar Ranch

General Updates, Recent & Upcoming Maintenance

- During weekly mowing visits make sure we are String trimming around No Trespassing and No fishing signs around the Lakes throughout the community.

- Yellowstone to remove the dead trees on Mistflower Lane and figure out replacement trees for this area.

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

1. Remove the vines growing in the Wax Myrtle hedge row on the inbound side of Wild Tamarind Drive.

2. Remove the vines growing in the Schilling Hollies at the Bassett Creek Drive and Wild Tamarind Drive intersection. This was on last months report.

3. Remove the tall weeds growing in between the Fakahatchee grass and the Buford Hollies at the Main Entrance to Kbar Ranch on Bassett Creek Drive.

4. Provide the district a date for palm trimming. Per the contract the Palms are to be trimmed as needed. All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times.

5. Remove the Torpedo Grass growing in the Schilling Hollies on the inbound side of Bassett Creek Drive.

6. **During my inspection a truck was parking on district property on Basset Creek Drive at Stonehedge drive. It looks to be a normal thing and has caused damage to the area.**

7. Remove the vines growing on the Black railing fence at the White Clover Cull D Sac.

8. During weekly mowing functions make sure we string trimming around the No fishing and No trespassing signs throughout the community.

Wild Tamarind Dr, Bassett Creek Dr.

9. The Saint Augustine had been installed in the community continue to monitor the areas for Establishment.

10. Diagnose and treat the declining Japanese Blueberry trees at the East Violet and Mistflower Lane intersection.

11. Remove the nutsedge from the Indian Hawthorne on the West side of the amenity center.

12. Yellowstone has replaced the Bottle Brush under warranty on the Southwest side of the pool area.(Pic 12)

13. Replace 2 3 Gallon Podocarpus at the White Fencing around the trash area at the Amenity center. Invoice out the district once completed. (Pic 13)

14. **<u>The black fencing has been installed at the Gator Pit on Wild Tamarind Drive. (Pic 14)</u>**

Proposals

1. Provide a price to replace the Dwarf Bottle Brush with another type of plant material on Wild Tamarind Dr on the outbound side. This material has been fertilized and we can get it to perform any better.

Tab 5

K BAR RANCH

FIELD INSPECTION REPORT

August 23, 2021

Rizzetta & Company

Jason Liggett - Field Services Manager

Rizzetta & Company
Professionals in Community Management

SUMMARY & K-Bar Ranch

General Updates, Recent & Upcoming Maintenance

- During weekly mowing visits make sure we are String trimming around No Trespassing and No fishing signs around the Lakes throughout the community.
- Yellowstone to remove the dead trees on Mistflower Lane and figure out replacement trees for this area.

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

1. Remove the vines growing in the Wax Myrtle hedge row on the inbound side of Wild Tamarind Drive.
2. Remove the vines growing in the Schilling Hollies at the Bassett Creek Drive and Wild Tamarind Drive intersection. This was on last months report.
3. Remove the tall weeds growing in between the Fakahatchee grass and the Buford Hollies at the Main Entrance to Kbar Ranch on Bassett Creek Drive.
4. Provide the district a date for palm trimming. Per the contract the Palms are to be trimmed as needed. All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times.
5. Remove the Torpedo Grass growing in the Schilling Hollies on the inbound side of Bassett Creek Drive
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7. Remove the vines growing on the Black railing fence at the White Clover Cull D Sac.
8. During weekly mowing functions make sure we string trimming around the No fishing and No trespassing signs throughout the community.

Summary of Comments on Slide 1

Page: 2

Number: 1 Author: joliva Subject: Sticky Note Date: 8/24/2021 11:56:54 AM
Vines were removed from wax myrtle Hedge 8/23/2021

Number: 2 Author: joliva Subject: Sticky Note Date: 8/24/2021 11:57:40 AM
Vines were removed from Schilling 8/23/2021

Number: 3 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:27:24 PM
Torpedo grass was pulled and weeds were treated.

Number: 4 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:15:16 PM
Palms are set to be trimmed late September/ Early November. Will follow up with more exact date.

Number: 5 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:17:08 PM
Vines and limbs cut back and removed.

Number: 6 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:17:57 PM
Will ensure crew is string trimming all signs located throughout the property.

Number: 7 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:16:49 PM
Torpedo grass removed with service 8/24/2021

K BAR RANCH

FIELD INSPECTION REPORT

August 23, 2021

Rizzetta & Company

Jason Liggett - Field Services Manager

Rizzetta & Company
Professionals in Community Management

SUMMARY & K-Bar Ranch

General Updates, Recent & Upcoming Maintenance

- During weekly mowing visits make sure we are String trimming around No Trespassing and No fishing signs around the Lakes throughout the community.
- Yellowstone to remove the dead trees on Mistflower Lane and figure out replacement trees for this area.

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

1. Remove the vines growing in the Wax Myrtle hedge row on the inbound side of Wild Tamarind Drive.
2. Remove the vines growing in the Schilling Hollies at the Bassett Creek Drive and Wild Tamarind Drive intersection. This was on last months report.
3. Remove the tall weeds growing in between the Fakahatchee grass and the Buford Hollies at the Main Entrance to Kbar Ranch on Bassett Creek Drive.
4. Provide the district a date for palm trimming. Per the contract the Palms are to be trimmed as needed. All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times.
5. Remove the Torpedo Grass growing in the Schilling Hollies on the inbound side of Bassett Creek Drive.
6. **During my inspection a truck was parking on district property on Basset Creek Drive at Stonehedge drive. It looks to be a normal thing and has caused damage to the area.**

7. Remove the vines growing on the Black railing fence at the White Clover Cull D Sac.
8. During weekly mowing functions make sure we string trimming around the No fishing and No trespassing signs throughout the community.

Summary of Comments on Slide 1

Page: 2

Number: 1 Author: joliva Subject: Sticky Note Date: 8/24/2021 11:56:54 AM
Vines were removed from wax myrtle Hedge 8/23/2021

Number: 2 Author: joliva Subject: Sticky Note Date: 8/24/2021 11:57:40 AM
Vines were removed from Schilling 8/23/2021

Number: 3 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:27:24 PM
Torpedo grass was pulled and weeds were treated.

Number: 4 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:15:16 PM
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Torpedo grass removed with service 8/24/2021

Wild Tamarind Dr, Bassett Creek Dr.

9. The Saint Augustine had been installed in the community continue to monitor the areas for Establishment.

10. Diagnose and treat the declining Japanese Blueberry trees at the East Wet and Mistflower Lane intersection.

11. Remove the nutsedge from the Indian Hawthorne on the West side of the amenity center.

12. Yellowstone has replaced the Bottle Brush under warranty on the Southwest side of the pool area.(Pic 12)

13. Replace 2 3 Gallon Podocarpus at the White Fencing around the trash area at the Amenity center. Invoice out the district once completed. (Pic 13)

14. **<u>The black fencing has been installed at the Gator Pit on Wild Tamarind Drive. (Pic 14)</u>**

Page: 3

Number: 1 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:20:06 PM
Trees have been cut back and spent plant material removed to promote growth. Curatives and Preventatives applied on 8/24/2021

Number: 2 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:20:26 PM
Nut sedge removed from hawthorne 8/24/2021

Number: 3 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:24:12 PM
Will have Podo's replaced and billed to district.

Proposals

1. Provide a price to replace the Dwarf Bottle Brush with another type of plant material on Wild Tamarind Dr on the outbound side. This material has been fertilized and we can get it to perform any better. [1]

Number: 1 Author: joliva Subject: Sticky Note Date: 8/24/2021 12:22:41 PM
Will provide proposal to replace Dwarf bottle brush on Wild Tamarind On outbound lane side.

Tab 6

Josh Oliva
Yellowstone

K- BAR I 8/23/21, 3:00 PM

Josh Oliva

Monday, August 23, 2021

Prepared For Rizzetta

10 Observations Identified

K-BAR I CLUBHOUSE - ORNAMENTAL GRASS

YL Crew

Faks have been treated throughout K-Bar I for active spider mites. Crew will cut back all ornamental grass at clubhouse with service week of the 23rd of August.

MOWING SERVICES

Property Manager

Mowing services were completed

POND MOWING

Property Manager

Pond mowing is being completed per service.

STONE CREEK MONUMENT TRIMMING

YL Crew

Light trim on Jasmine located at stone creek monument on Wild Tamarind, keeping sign visible.

CRAPE MYRTLE SUCKERS

Property Manager

Suckers on crapes are being removed

TORPEDO GRASS

Property Manager

Torpedo grass and vines are being removed from shrubs with every service as needed.

SWEET CLOVER CUL- DE - SAC

YL Crew

Plant material at sweet clover cul de sac in need of light trim. Weeds in all round-a - bouts have been addressed.

COMMON AREA/ POND MOWING SERVICES

Property Manager

Pond mowing throughout K-Bar 1 as well as common areas are being mowed and Maintained.

SOD REPLACEMENTS

Property Manager

Sod replacements completed throughout K-Bar I

BLUEBERRY TREES

YL Crew

Cut back blueberry trees at corner of mist flower and early violet to help promote new growth.

Tab 7

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 8-12-21

CUSTOMER: K Bar I

AQUATECH: Melissa

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
1,2,3, FPM		X			X			X	X				X		N	O	Partly Cloudy
Pond, 301, 302,		X			X			X	X				X				
201, 501, 502,		X			X			X	X				X				
401, EWR-1, G,		X			X			X	X				X				
702, 601, ~~202~~		X			X			X	X				X				
K, B,		X			X			X	X				X				
FPM Area		X			X			X	X				X				
503, 1, A	X																

OBSERVATIONS/RECOMMENDATIONS treated torpedo grass, primrose, ceasar weed, cattails, alligator weed, spedrilla, algae, spike rush, vines,

BLUE WATER AQUATICS

Aquatic & Environmental Services

NEW PORT RICHEY, FL
(727) 842-2100

- Algae & Aquatic Weed Control Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Lake Aeration Systems
- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

BLUE WATER AQUATICS

SERVICE REPORT

DATE: 8-23-21

CUSTOMER: H Bar I

AQUATECH: Melissa

ACCOUNT # _____ WORK ORDER # _____

SITE	INSPECTION	TREATMENT	AIRBOAT	JONBOAT	AQUA-MULE	ATV	BACKPACK	ALGAE	GRASSES	CATTAILS	SUBMERSED	FLOATING	BRUSH	D/OXYGEN	WATER LEVEL	RESTRICTION # DAYS	WEATHER CONDITIONS
H, 101, A, 1		X			X			X	X			X	X				Partly Sunny
B, 500, 400,		X			X			X	X		X	X	X		30		
113x, 100x,		X			X				X				X				
111x, 112x,		X			X				X				X				
100,		X			X				X				X				

OBSERVATIONS / RECOMMENDATIONS treated torpedo grass, penny wort, primrose, duckweed, salvinia, spike rush, algae water grass

BLUE WATER AQUATICS

Aquatic & Environmental Services

NEW PORT RICHEY, FL
(727) 842-2100

- Algae & Aquatic Weed Control Programs
- Water Quality Testing
- Wetland Creation, Restoration & Management
- Lake Aeration Systems
- Mechanical Weed Removal
- Noxious Tree & Brush Control
- Mitigation Services

LAKE MANAGEMENT • AQUATIC SERVICES • ENVIRONMENTAL PLANNING

CUSTOMER

Tab 8

YELLOWSTONE LANDSCAPE

Proposal #149142
Date: 08/16/2021
From: Joshua Oliva

Proposal For

K-Bar Ranch I CDD
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane
Suite 115
Tampa, FL 33625

main:
mobile:
lhayes@rizzetta.com

Location

10511 Wild Tamarind DR
Tampa, FL 33647

Property Name: K-Bar Ranch I CDD

Ornamental removal at bend on Wild Tamarind Ln.

Terms: Net 30

Removal of ornamental grass obstructing view around bend, located on Wild Tamarind replacing with St. Augustine Sod. Irrigation labor and material included in price. Irrigation addition of heads as well as to reroute piping and moving heads, included in overall price.

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Labor	1.00	$1,328.15	$1,328.15
St. Augustine Sod	1.00	$1,400.00	$1,400.00
Top Soil	7.00	$16.00	$112.00
Irrigation Labor	1.00	$198.68	$198.68
irrigation materials	1.00	$375.00	$375.00

Client Notes

SUBTOTAL	$3,413.83
SALES TAX	$0.00
TOTAL	$3,413.83

Signature

x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Joshua Oliva

Office:
joliva@yellowstonelandscape.com

Tab 9

ESTIMATE

Rezzetta & Company (Vicki Shuster)
10511 Wild Tamarind Dr (Billing) 19217
Early Violet (job Site)
Tampa , Florida 33647

+813-9 94-1001x8024
(727) 373-8193

New Tampa Fence, Inc.
24727 State Road 54
Lutz, FL 33559

Phone: +813-423-2383, alt 813-753-9149
Email: newtampafence@gmail.com
Web: www.newtampafence.com

Estimate #	005339
Date	08/19/2021
PO #	K Bar Ranch-Bassett Creek
Business / Tax #	P12000076310

Description	Quantity	Total
6' white vinyl privacy fence - per foot Install new standard 6 wide panel	223.0	$6,132.50
Chain link 6' black res grade - per foot 1 3/8 top rail, 1 5/8 line posts, 2 1/2 terminal posts, 11.5 ga wire and bottom tension wire	431.0	$6,896.00
Gate chain link black 6’x5' wide	4.0	$1,200.00

Subtotal	$14,228.50
Total	**$14,228.50**
Deposit Due	**$3,557.13**

Notes:

Note: quote has updated prices with July 19th increase

Estimates are only good for 45 days from quoted and deposit received at this time due to on going price increases from our suppliers and manufactures. A new estimate will need to be signed based on updated material costs if prices go up after 45 days of the estimate and the job has not been installed yet.

10 YEAR LABOR WARRANTY
LIFETIME manufactures material warranty for all vinyl and aluminum fence products
ALL POST SET IN FULL BAG OF CEMENT
PAYMENT OPTIONS: check, cash, money order (we do except credit/debit cards but a 3% processing fee will be applied)

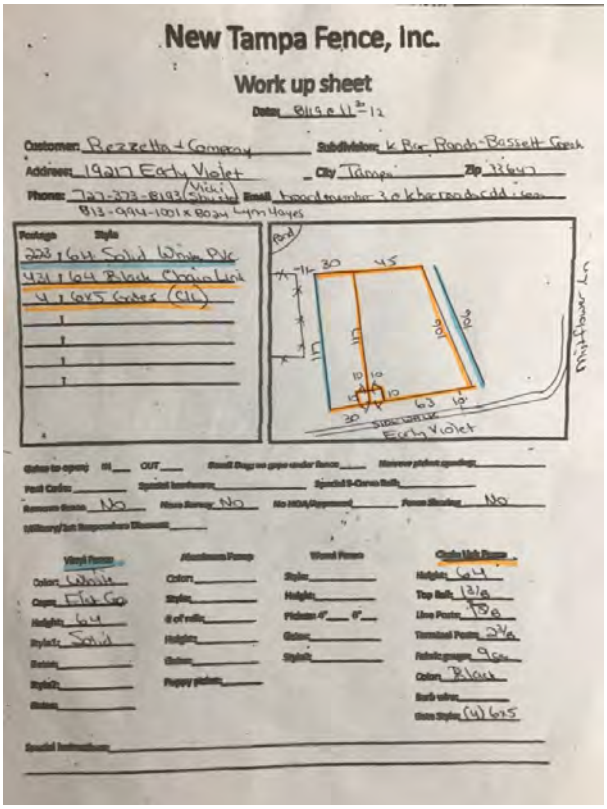
All Materials remain property of New Tampa Fence until payed in full and will be removed for non payment.

WOOD DISCLAIMER: All wood products purchased from New Tampa Fence meet or exceed wood grade rules, however due to the natural tendency of wood to warp, shrink or split, New Tampa Fence implies no warranties on wood materials other than those offered by the manufacturer.

Any balance over 30 days for the invoice date will incur a late fee of 1.5% per month. If applicable law requires a lesser charge, the maximum allowable charge under such law will apply.
Rock/Root Clause: If rock or roots are encountered enough to inhibit normal progress customer will bear additional cost(s), at the rate of $35.00 per man hour, plus cost of concrete & rock removal equipment.
Covenants: Materials are guaranteed to be specified. All work will be completed in a workmanlike manner according to standard practices. Performance is contingent upon strikes, accidents or delays beyond our control. Additions, alterations or deviations from the above specifications at time of install may result in additional charges of $250 to the customer.

UNDERGROUND DISCLAIMER: Underground utilities to main box will be marked by Sunshine State One Call and New Tampa Fence will not be responsible for any claims arising from encroachment or damage to utilities. Private utilities need to marked by homeowner/business. New Tampa Fence will not be responsible for damaged lines that are not marked prior to install.

SPRINKLER & LINES DISCLAIMER: New Tampa Fence is not responsible for damaged underground sprinker pipes that are not marked by homeowner/business but will fix up to 2 line brakes. Sprinkler heads that end up under the fence or on the other side of the fence or property lines will need to be moved by the homeowner.



New Tampa Fence, Inc.

Work up sheet

Date: 8/19 @ 11:30-12

Customer: Rezzetta + Comeray Subdivision: K Bar Ranch-Bassett Creek

Address: 19217 Early Violet City: Tampa Zip: 33647

Phone: 727-373-8193 (Vicki Shuck) Email: board member 3@kbarranchcdd.com

813-994-1001 x 8024 Lynn Hayes

Footage	Style
223	6H Solid White PVC
431	6H Black Chain Link
4	6x5 Gates (CL)

Pond

30 45 117 117 106 106 10 10 10 10 63 10 30

Mistflower Ln

Early Violet

Gates to open: IN ___ OUT ___ Small Dog: no gaps under fence ___ Narrow picket spacing: ___

Post Cards: ___ Special hardware: ___ Special S-Curve Rail: ___

Remove fence: No Have Survey: No No HOA/Approved: ___ Fence Shading: No

Military/Int Responders Discount: ___

Vinyl Fence	Aluminum Fence	Wood Fence	Chain Link Fence
Color: White	Color: ___	Style: ___	Height: 6H
Caps: Flat Cap	Style: ___	Height: ___	Top Rail: 1 3/8
Height: 6H	# of rails: ___	Pickets: 4" ___ 6" ___	Line Posts: 1 5/8
Style1: Solid	Height: ___	Gates: ___	Terminal Posts: 2 3/8
Gates: ___	Gates: ___	Style2: ___	Fabric gauge: 9 ga
Style2: ___	Puppy picket: ___		Color: Black
Gates: ___			Barb wire: ___
			Gate Style: (4) 6x5

Special Instructions: ___

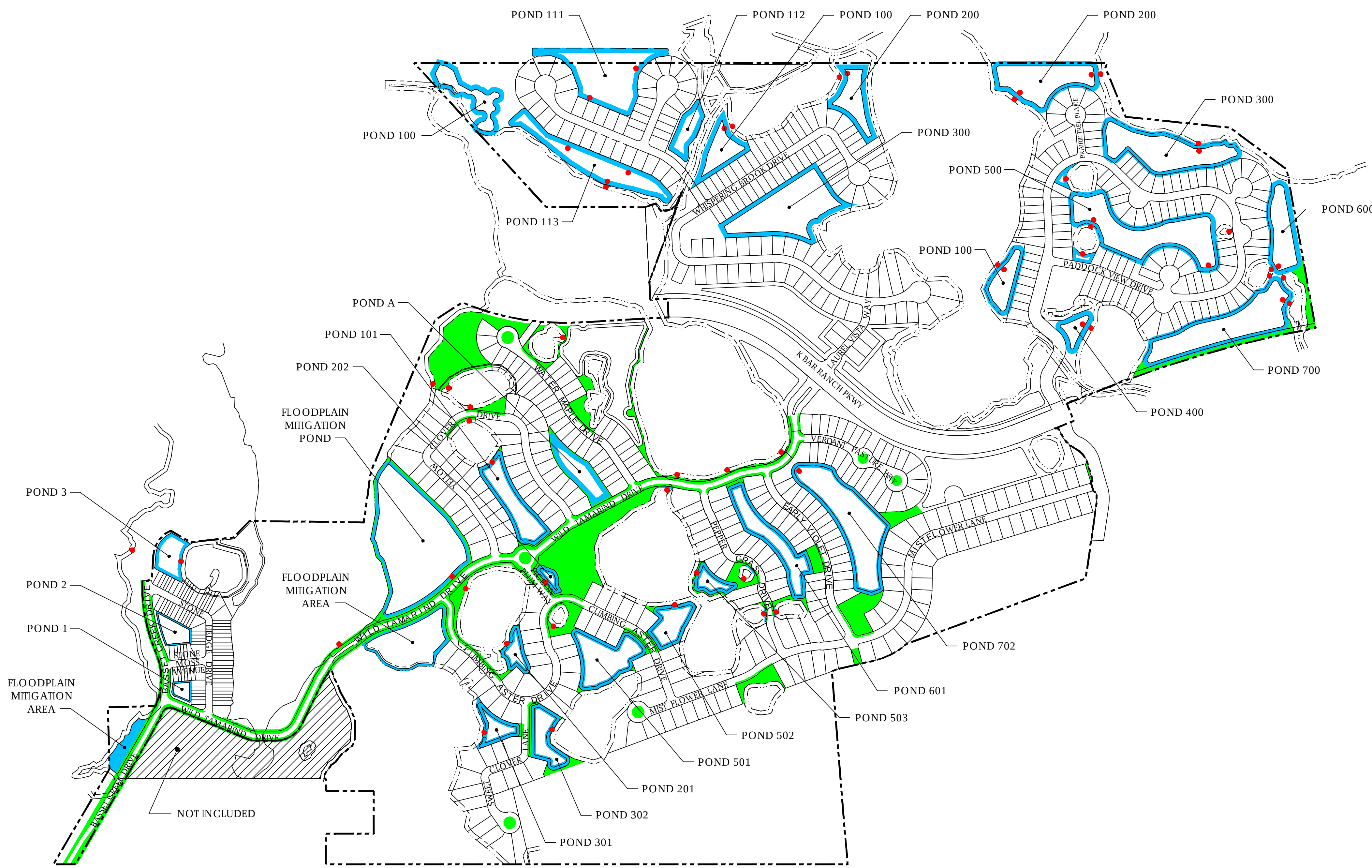
nce

By signing this document, the customer agrees to the services and conditions outlined in this document. Signed estimates are only good for 15 days at this time due to on going price increases from our suppliers and manufactures. A new estimate will need to be signed based on updated material costs if prices go up after the 15 days of signing the estimate and job has not been installed yet.

_____

Rezzetta & Company (Vicki Shuster)

Tab 10



N

0 200' 400' 800'

SCALE: 1" = 400'

Stantec

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd., Suite 600
Tampa, Florida 33602 Tel. 813.223.9500
www.stantec.com Fax. 813.223.0009

Certificate of Authorization #27013
FL Lic. # LC-C000170

Copyright Reserved

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.
The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

Legend

- CDD BOUNDARY
- DRAINAGE STRUCTURES TO BE MAINTAINED
- LANDSCAPE MAINTENANCE
- POND BANK MAINTENANCE

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: 215600266-X06-MAINTENANCE MAP	VN	TLS	VN	20.02.05
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Permit-Seal

Client/Project

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

Tampa, Florida

Title

MAINTENANCE MAP

Project No.	Scale	
215600266	1" = 400'	
Drawing No.	**Sheet**	**Revision**
X06	1 of 1	0

V:\2156\active\215600266\land_development\drawing\Active\Exhibits\215600266-X06-Maintenance Map.dwg
2020/02/05 4:20 PM By: Nurse, Vanessa

K BAR RANCH COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into as of September 9, 2019, by and between:

> **K Bar Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Tampa, Florida, and having offices at c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane Suite 115 Tampa, Florida 33625. ("**District**"); and
>
> **Yellowstone Landscape, Inc.,** a Delaware corporation, with a mailing address of 30319 Commerce Dr., San Antonio, FL 33576 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "**Project Manual**," and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES. The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT C** ("**Work**"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT C** is the District's best estimate of the District's landscape and irrigation maintenance needs, but that other areas may also include landscaping and irrigation that require maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of maintenance area to the Work, with no adjustment to price, and may add additional acreage of maintenance area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. Separate and apart from all such additional acreage referenced in the preceding sentence, the District may also, in its discretion, add as part of the Work all or portions of the Optional Maintenance Areas as described in **EXHIBIT A**, with adjustments to compensation using the pricing set

forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7c herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the Daily Work Form attached hereto as part of **EXHIBIT D.** The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Angel Montagna and Tyree Brown, both of Rizzetta & Company, Inc., to act as the District Representatives. The Contractor shall <u>not</u> take direction from anyone other than the District Representatives (e.g., the Contractor shall <u>not</u> take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified time, and subject to Section 17, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; and the third offense may result in the termination of this contract for cause at the District's discretion. Additionally, if the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. SUBCONTRACTORS. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District in its sole and absolute discretion. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date of this Agreement, and shall remain in effect as set forth herein, unless terminated in accordance with the provisions of this Agreement.

7. COMPENSATION; TERM.

a. Work under this Agreement shall begin September 9, 2019 and end September 8, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement shall automatically renew for subsequent annual terms with the same contract provisions as the Initial Term and the payment terms as described below, until terminated by either party pursuant to the termination provision below.

b. As compensation for the Work, the District agrees to pay Contractor as follows:

   i. For the services specified in Parts 1 and 4 of the Work, which are performed on a monthly basis, $10,922.58 per month.

   ii. For the services specified in Parts 2 and 3 of the Work, which are part of this Agreement but will not be performed on a monthly basis, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's proposal.

   iii. Additionally, for the services specified in Parts 5 and 6 of the Contractor's proposal, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's proposal. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.

iv. For the first renewal term the compensation shall be the numbers included in the First Annual Renewal set forth in **EXHIBIT B**.

v. For any other renewal term, the compensation shall be the numbers included in the Second Annual Renewal set forth in **EXHIBIT B**.

c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems (e.g., services for the areas identified as Optional Landscape Maintenance Areas on **EXHIBIT A** or other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, non-disputed amounts of these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims there from. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of

any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

a. The Contractor shall maintain throughout the term of this Agreement the following insurance:

i. Workers' Compensation:
   1. State Worker's Compensation – Greater of statutorily required amount or $1,000,000 per occurrence / $1,000,000 aggregate / $1,000,000 per disease
   2. Employer's Liability – $1,000,000

ii. Commercial General Liability Insurance:
   1. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - $2,000,000
   2. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - $2,000,000
   3. Products-Completed Operations – $2,000,000
   4. Personal and Advertising Injury – $2,000,000
   5. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

iii. Automobile Liability:
   1. Bodily Injury:
      Each Person $1,000,000
      Each Accident $1,000,000
   2. Property Damage:
      Each Occurrence $1,000,000

iv. Contractual Liability Insurance:
   1. General Aggregate $2,000,000
   2. Bodily Injury and Property Damage Combined Each Occurrence $2,000,000

v. Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) $1,000,000

vi. Umbrella Excess Liability Insurance:
Cover any liability in excess of the limits of the coverage already required and with limits of at least $2,000,000 per occurrence and $2,000,000 on aggregate.

b. The District, its staff, supervisors and consultants shall be named as additional insured's. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.

c. Under such insurance policies, Contractor waives all rights against the District, its supervisors, officers, staff, agents, and employees from any and all liability to the

Contractor or anyone claiming through or under the Contractor by way of subrogation.

d. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

e. Insurance requirement itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors. The Contractor shall be held responsible for any modifications, deviations or omissions in these requirements as they apply to subcontractors.

9. INDEMNIFICATION.

a. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising in whole or in part from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. The foregoing indemnification includes agreements by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed by or subcontracted by the Contractor in the performance of this Agreement.

b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in Section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

d. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statues and that said statutory provision does not govern, restrict or control this Agreement.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.

12. TAX EXEMPT DIRECT PURCHASES. The Parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("**Requisitions**") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The Contractor's possession of the materials will constitute a bailment. The Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

13. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal

governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

15. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

16. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause at its convenience and in its sole and absolute discretion. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

18. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

20. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees

of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

22. AGREEMENT. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency between this Agreement and any exhibits, this document shall control.

23. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, appellate proceedings and proceedings to determine entitlement to and reasonableness of such fees and costs.

24. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

25. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: K Bar Ranch Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane Suite 115 Tampa, Florida 33625.
Attn: Angel Montagna

With a copy to: Straley Robin Vericker
1510 W. Cleveland St.
Tampa, FL, 33606
Attn: District Counsel

B. **If to Contractor:** Yellowstone Landscape, Inc.
30319 Commerce Dr.
San Antonio, FL 33576
Attn: Jon Souers, Client Relations Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or

on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

27. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

28. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Hillsborough County, Florida.

29. PUBLIC RECORDS. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made there under. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

a. Keep and maintain public records required by the District to perform the service.
b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District.
d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGEL MONTAGNA, C/O RIZZETTA & COMPANY, INC., 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625, (813) 933-5571, INFO@RIZZETTA.COM.

30. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

31. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.

32. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

Angel Montagna

By: Angel Montagna

☐ Secretary

☐ Assistant Secretary

K Bar Ranch
Community Development District

By: Frank Morales

☒ Chairperson

☐ Vice Chairperson

ATTEST:

By: Anna Miller

Its: Office Manager

Yellowstone Landscape, Inc.

By: Brett Perez

Its: Branch Manager

Exhibit A: Scope of Services
Exhibit B: Itemized Quote Form from Contractor's Proposal
Exhibit C: Landscape Maintenance Areas Exhibit
Exhibit D: Forms

K BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "A"
EXTERIOR LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES SCOPE AND/OR SPECIFICATIONS

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week
NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida. Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three (3) to three and one half (3 1/2) inches. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the K Bar Ranch Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands plantings due to mowing/line trimming or fertilizer overspread. Weekend work is permitted when necessary upon prior approval.

2) **EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT.
Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR. DISTRICT DOES OWN ITS OWN FREEZE PROTECTION MATERIAL.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings, including roofs and pruned over sidewalks, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining at all times to meet current FDOT standards)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of K Bar Ranch. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing leaves is unnecessary. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-**

EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID. THE FIRST OFFENSE WILL RESULT IN A WRITTEN WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND WRITTEN WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; AND THE THIRD OFFENSE MAY RESULT IN THE TERMINATION OF THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week. Saturday work is permitted after prior approval from District Representative.

PART 2

FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY for CHAPTER 1-15 "FERTILIZER USE AND LANDSCAPE MANAGEMENT". It is the Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to CDD representative with submission of bids. NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

NO APPLICATIONS OF FERTILIZERS CONTAINING NITROGEN OR PHOSPHORUS TO TURF OR LANDSCAPE PLANTS FROM JUNE 1ST THRU SEPTEMBER 30TH IN THE CITY OF TAMPA.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per BMP guidelines and University of Florida IFAS Extension)

All Bahia Sod:
February a complete fertilizer based on soil tests + Pre M
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October a complete fertilizer based on soil tests

All St. Augustine Sod:
February a complete fertilizer based on soil tests + PreM
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November a complete fertilizer based on soil tests

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and

in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken annually by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Should changes be of merit, the Contractor shall notify the Association in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to District. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S REPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)
A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property susceptible and supply a list of species and quantities with their quote. Each susceptible palm shall receive a quarterly injection(s) quantity to be determined by the size of the palm. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which Contractor is to complete at every service as well as all required certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems (approximately 64 zones, 3 irrigation controllers, and 3 wells).

A. Irrigation Controllers
   1. Semi automatic start of the automatic irrigation controller
   2. Check for proper operation
   3. Program necessary timing changes based on site conditions
   4. Lubricate and adjust mechanical components
   5. Test back up programming support devices

B. Water Sources
   1. Visual inspection of water source
   2. Clean above ground strainers and filters
   3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
   4. Test automatic protection devices

C. Irrigation Systems
   1. Manual test and inspection of each irrigation zone
   2. Clean and raise heads as necessary
   3. Adjust arc pattern and distance for required coverage areas
   4. Clean out irrigation valve boxes

D. Report
   1. Irrigation operation time
   2. Irrigation start time
   3. Maintenance items performed
   4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps

and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion,

After the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign.

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors or its assigns, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, planters & tree rings) with Grade "A" Medium Pine Bark Nuggets up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.
Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3" depth, sufficient mulch shall be supplied and installed by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The CDD reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately 570 annuals in 4" containers up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District**, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change out throughout the year. All annual beds shall be raised at least eight inches. **All this shall be provided at no additional cost to the District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

K BAR RANCH COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "B"
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES QUOTE FORM

SEE ATTACHED ITEMIZED QUOTE FORM

K BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR QUOTES

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance **$** 124,531.00 **Yr.**

- Storm Cleanup $ 45.00 /hr. **(do not include in General Landscape Maintenance total or Grand Total)**

- Freeze Protection (description of ability) Per the Districts request and the District providing frost cloth Yellowstone Landscape will provide labor to cover and uncover plant material

$ 45 /application **(do not include in General Landscape Maintenance total or Grand Total)**

- Hand Watering **(do not include in General Landscape Maintenance total or Grand Total)**
$ 45 /hr. for employee with hand-held hose
$ 150 /hr. for water truck/tanker

PART 2

Fertilization (All labor and materials) **$** 20,751.00 **Yr.**
(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-m	1	1150	550.00
April	21-0-0	.5	550	550.00
June	FE	-	330	550.00
October	9-0-24	.5	475	550.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	20-0-10 w/pre-m	1	900	2,606.00
April	21-0-0	.5	525	2,606.00
May	24-2-11	1	900	2,606.00
July	0-0-24	-	900	2,606.00
September	0-0-24	-	900	2,606.00
November	9-0-24	.5	900	2,606.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	1	450	625.00
June	0-0-16	-	450	625.00
October	8-10-10	1	450	625.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12+4	1.5	174	260.00
June	0-0-16	-	174	260.00
September	0-0-16	-	174	260.00
November	8-2-12+11	1.5	174	260.00

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) **$** 2,200.00 **Yr.**
(if all pesticide allowance is required) *

*** This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.**

OTC Injections will be performed at the discretion of the District's BOS's
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

$ 140.00 / Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool	1	1	35.00	140.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

PART 4

Irrigation (All labor and materials) **$** 6,540.00 **/Yr.**

Freeze Protection (description of ability) Per the Districts request, Yellowstone will cover and uncover freeze susceptible parts

$ 55.00 /Hour **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate $ 150.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

PART 5

Installation of Grade A Large Pine Bark Nuggets (All labor and materials) $ 21,840.00 / Yr. **(if both topdressings are performed)**

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

200 CY Grade A Medium Pine Bark Nuggets per specs for the first top-dressing at
$ 45.50 /CY (app. April) Quanity Contingent on October Application being done first

And

280 CY Grade A Medium Pine Bark Nuggets per specs for the second top-dressing at
$ 45.50 /CY (app. October)

Each top-dressing shall leave all beds with a depth of 3"

PART 6
Annual Installation (All labor and materials)

Contractor shall install 570 (4") annuals up to four (4) times per year per specs at the direction of the District at $ 1.50 /annual plant

$ 855.00 /rotation

$ 3,420.00 /Yr. **(if all rotations are performed)**

(Do not include in Grand Total)
The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4)

$ 154,022.00 /Yr. (initial term)

FIRST ANNUAL RENEWAL $ 158,642.00 /Yr.

SECOND ANNUAL RENEWAL $ 163,401.00 /Yr.

Contractor/Firm Name Yellowston Landscape

Firm Address 30319 Commerce Dr

City/State/Zip San Antonio, FL 33576

Phone Number 813-223-6999 Fax Number 813-279-6263

Name and Title of Representative Jon Souers, Client Relations Managerr
(Please Print)

Representative's Signature

Date 4-25-2019

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

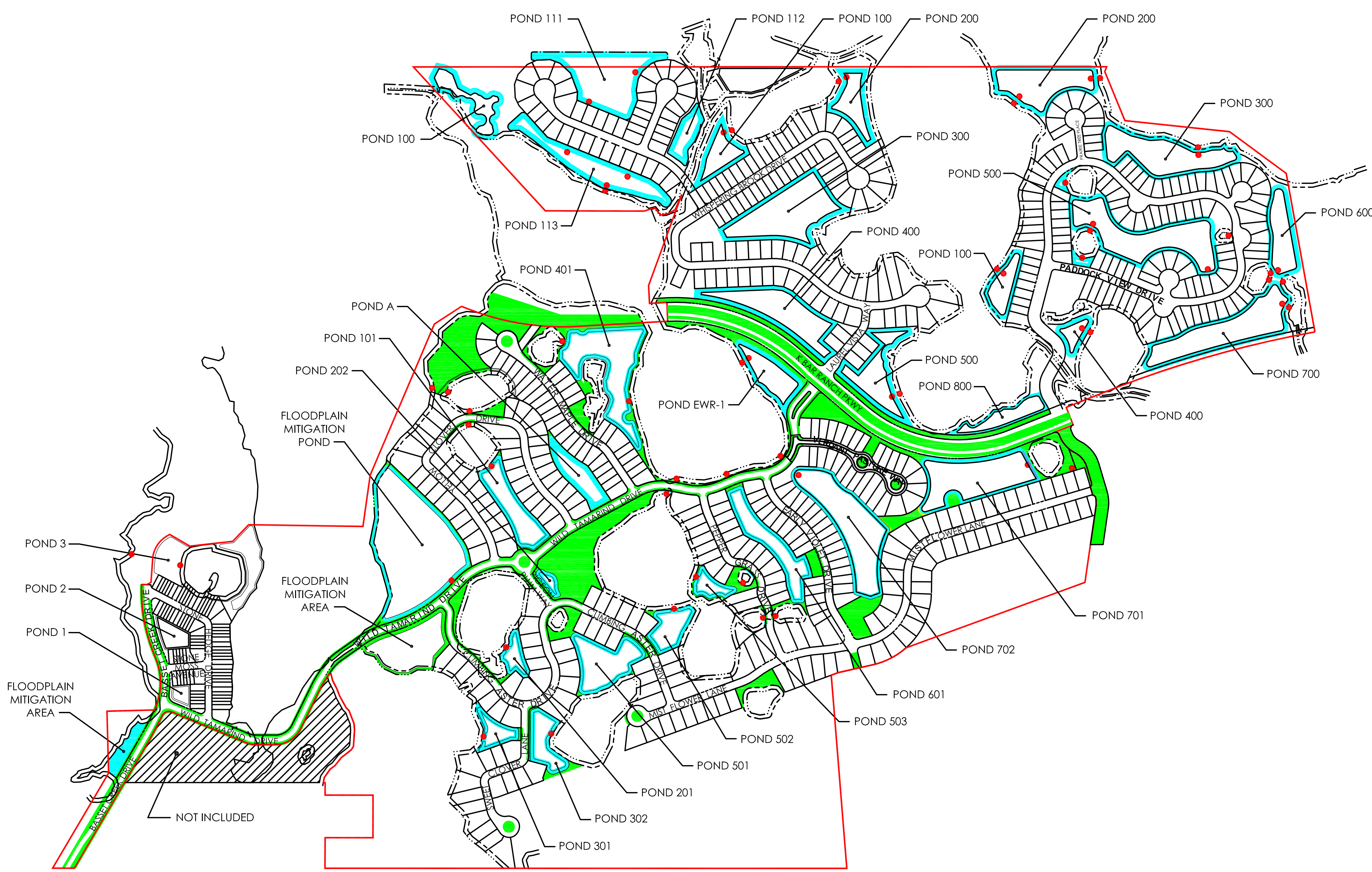
1. X 2. _____ 3. _____ 4. _____ 5. _____

Dated this 25 day of April, 2019

[END OF SECTION]

EXHIBIT “C”

MAPS



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SCALE: 1" = 400'

Stantec

Stantec Consulting Services Inc.
777 S. Harbour Island Blvd., Suite 600
Tampa, Florida 33602 Tel. 813.223.9500
www.stantec.com Fax. 813.223.0009

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Legend

- CDD BOUNDARY
- DRAINAGE STRUCTURES TO BE MAINTAINED
- LANDSCAPE MAINTENANCE
- POND BANK MAINTENANCE

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: 215600266-X06-MAINTENANCE MAP	VN	TLS	VN	17.10.19
	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Permit-Seal

Client/Project

K-BAR RANCH

COMMUNITY DEVELOPMENT DISTRICT

Tampa, Florida

Title

MAINTENANCE MAP

Project No. 215600266

Scale 1" = 400'

Drawing No. X06

Sheet 1 of 1

Revision 0

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2017/10/19 4:28 PM By: Nurse, Vanessa

EXHIBIT "D"

FORMS

(ADDITIONAL SERVICES ORDER)
(DAILY WORK JOURNAL)

K BAR RANCH CDD
ADDITIONAL SERVICES ORDER (ASO)

*****FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM*****
-Contact District Manager for Finalized Form-

Date: MM/DD/YYYY

ASO #: 01

Contractor's Name: _____

Project Manager: _____ District Manager: Angel Montagna

Project Manager's Email: _____ District Manager's Email: amontagna@rizzetta.com

Contractor's Address: _____ District Address:
12750 Citrus Park Lane Suite 115 Tampa, Florida 33625

Contractor's Phone: _____ District Phone: (813) 933-5571

Contractor's Facsimile: _____ District Facsimile: (813) 935 – 6212

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			$0.00	0.00	$0.00
2			$0.00	0.00	$0.00
3			$0.00	0.00	$0.00
4			$0.00	0.00	$0.00
5			$0.00	0.00	$0.00

Net Change: $0.00

Amount This ASO:	$0.00
ASO Amount To Date:	$0.00
Original Agreement Amount:	$0.00
Revised Agreement Amount:	**$0.00**

Reason for Additional Services Order, Please Explain:

_____
_____
_____
_____
_____
_____
_____
_____

Additional Specifications:

_____
_____
_____
_____
_____
_____
_____
_____

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: K Bar II Ranch Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:	**CONTRACTOR:**
K BAR RANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government	
By:	**By:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

K BAR RANCH CDD
DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE:_____

DESCRIPTION OF WORK PERFORMED TODAY:

_____

_____

_____

_____

_____

_____

_____

LOCATIONS:

_____

_____

_____

_____

_____

ISSUES REQUIRING ATTENTION: _____
(Please notify District Rep. if any)

_____

_____

_____

YELLOWSTONE
LANDSCAPE

Landscape Management Agreement
Amendment No. 1

Client Name/Address:
K-Bar Ranch CDD I
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625

Property Contact:
Lynn Hayes

Tel: 813-933-5571
Email: lhayes@rizzetta.com

Property Name/Address:
K-Bar Ranch CDD I
Wild Tamarind Dr.
Tampa, FL 33647

Contractor:
Yellowstone Landscape
3235 North State Street
P.O. Box 849
Bunnell, FL 32110

Branch Office Contact:
Brett Perez, Branch Manager
Tel: 813-279-6999
Fax: 813-279-6263
Email: brettperez@yellowstonelandscape.com

Master Agreement: ***K-Bar Ranch CDD I***
Amendment No. 1: 10-1-2020

This amendment is effective on October 1, 2020 and will become part of the above-referenced Master Agreement once accepted by the Client. Except as specifically amended herein, all terms and conditions associated with ***Master Agreement*** between Yellowstone Landscape and the Client dated September 9, 2019 will remain in effect.

Amendment:
Yellowstone Landscape shall stop maintaining a part of K-Bar Ranch CDD I as indicated on Exhibit A of this addendum.

Revised Compensation:
The Client shall reduce payment to the Contractor by **$3,500.00** per month for its services and work as defined by this Amendment No. 1.

PRESENTED BY:
Yellowstone Landscape Inc.

By/Date: _____
Brett Perez, Branch Manager

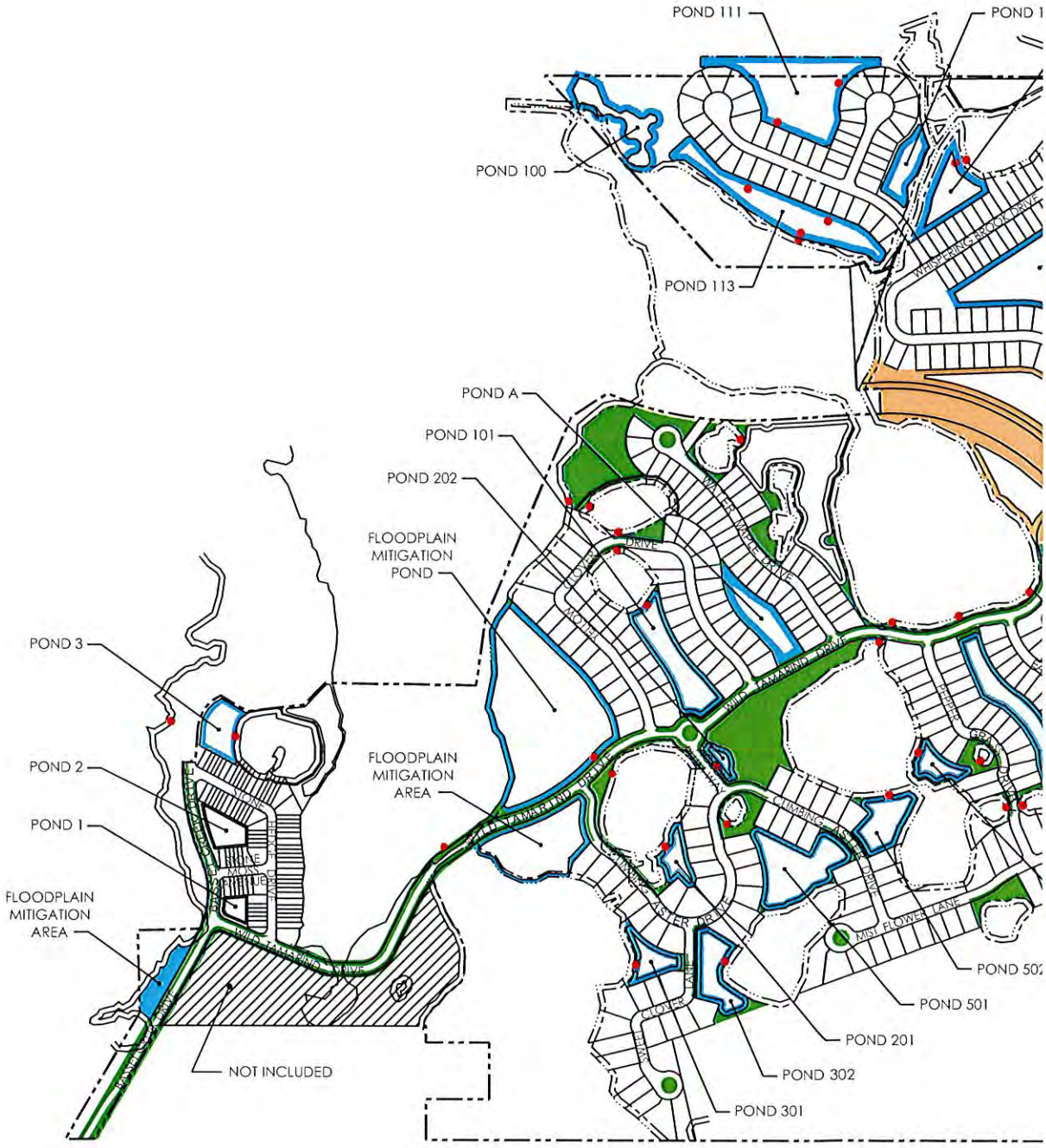
ACCEPTED BY:
CLIENT

By/Date: _____

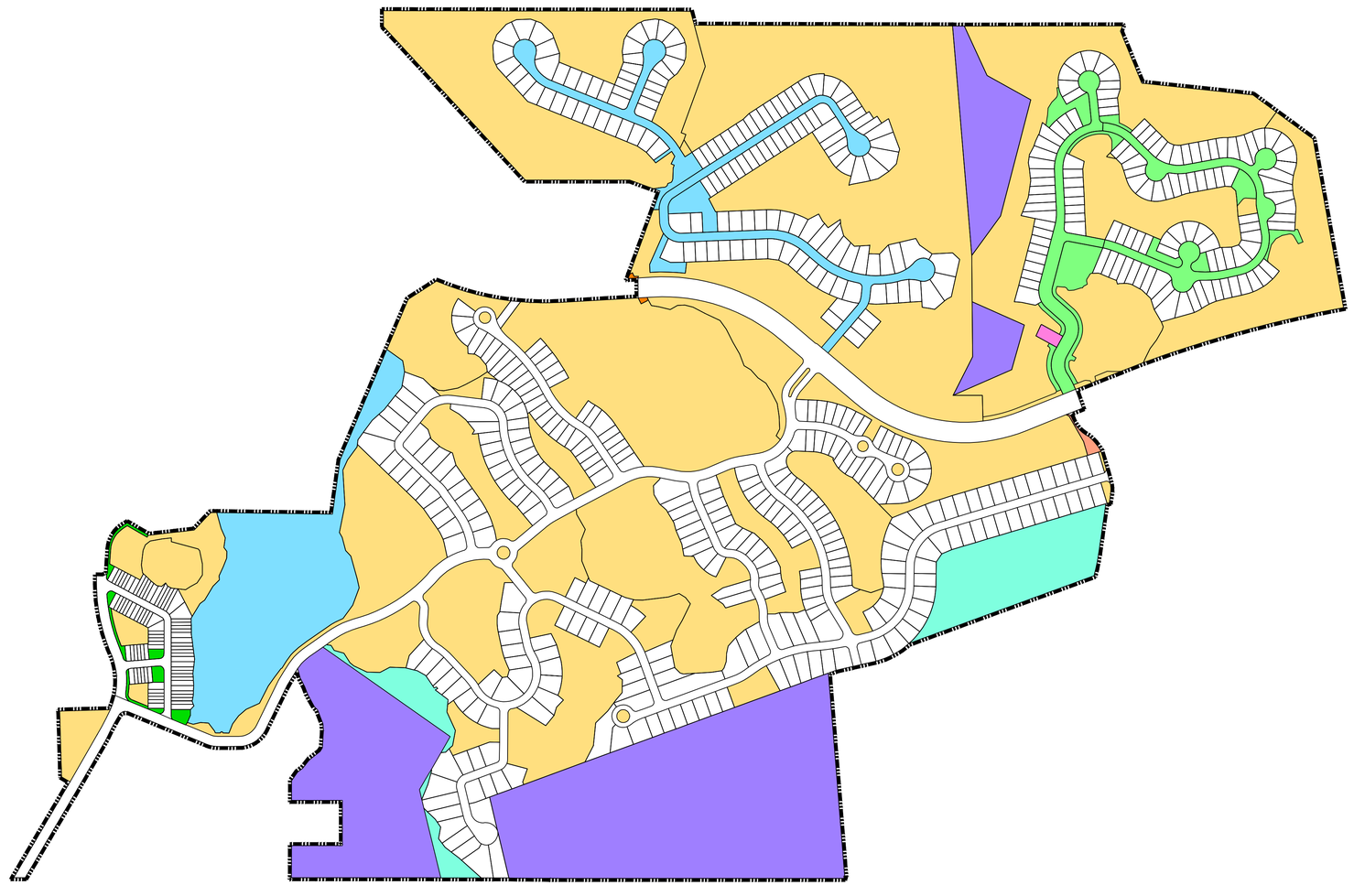
Printed Name/Title Vicki Shuster

___Owner ___Agent

Exhibit A



V:\2156\active\215600266\land_development\drawing\ActiveX Exhibits\215600266 Kbs Maintenance Map.dwg
2020/10/07 7:50 PM By: Nurse, Vanessa



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SCALE: 1" = 400'

Stantec

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Legend

- K-BAR RANCH CDD BOUNDARY
- K-BAR RANCH CDD
- K-BAR RANCH II CDD
- K-BAR 184, LLC
- CITY OF TAMPA
- HERON PRESERVE COMMUNITY ASSOCIATION
- KRUSEN-DOUGLAS
- LAUREL VISTA HOMEOWNERS ASSOCIATION
- M/I HOMES
- MOBLEY HOMES OF FLORIDA, LLC

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

File Name: 215600266-X01-OWNERSHIP MAP	VN Dwn.	TLS Chkd.	VN Dsgn.	21.08.18 YY.MM.DD

Permit-Seal

Client/Project

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

Tampa, Florida

Title

OWNERSHIP MAP

Project No.	Scale	
215600266	1" = 400'	
Drawing No.	**Sheet**	**Revision**
X01	1 of 1	0

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2021.08.18 8:51 AM By Nicole, Vanessa

INSTRUMENT#: 2016256002, BK: 24202 PG: 1425 PGS: 1425 - 1435 07/01/2016 at 11:51:43 AM, DOC TAX PD(F.S.201.02) $0.70 DEPUTY CLERK:MPEDRERO Pat Frank,Clerk of the Circuit Court Hillsborough County

UNCERTIFIED COPY

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

Purchase Price: $10.00
Documentary Stamps: $ .70

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 27th day of June, 2016, between **LENNAR HOMES, LLC,** a Florida limited liability company, whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 (the "Grantor"), and **HERON PRESERVE COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, whose mailing address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 (the "Grantee").

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by this deed does remise, release and quitclaim unto the Grantee and assigns of the Grantee forever, all of the right, title and interest, claim and demand which the Grantor has in and to the real property situate in Hillsborough County, Florida and legally described on Exhibit "A" attached hereto and incorporated herein by reference.

Subject to any covenants, easements and restrictions of record, if any, with all not specifically reimposed hereby.

Subject to taxes for the year 2016 and thereafter.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of the Grantee and the assigns of the Grantee forever. The terms Grantor and Grantee shall be deemed to include both the singular and plural where appropriate, and where the masculine gender is used, it shall include masculine, feminine or neuter, where appropriate.

The master folio numbers for the property are 059225-0194 and 059225-0362.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

"GRANTOR"

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Marvin L. Metheny, Jr.
Vice President

(Company Seal)

_____
Print Name: Brady Lefevs

_____
Print Name: W. Cardinale

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

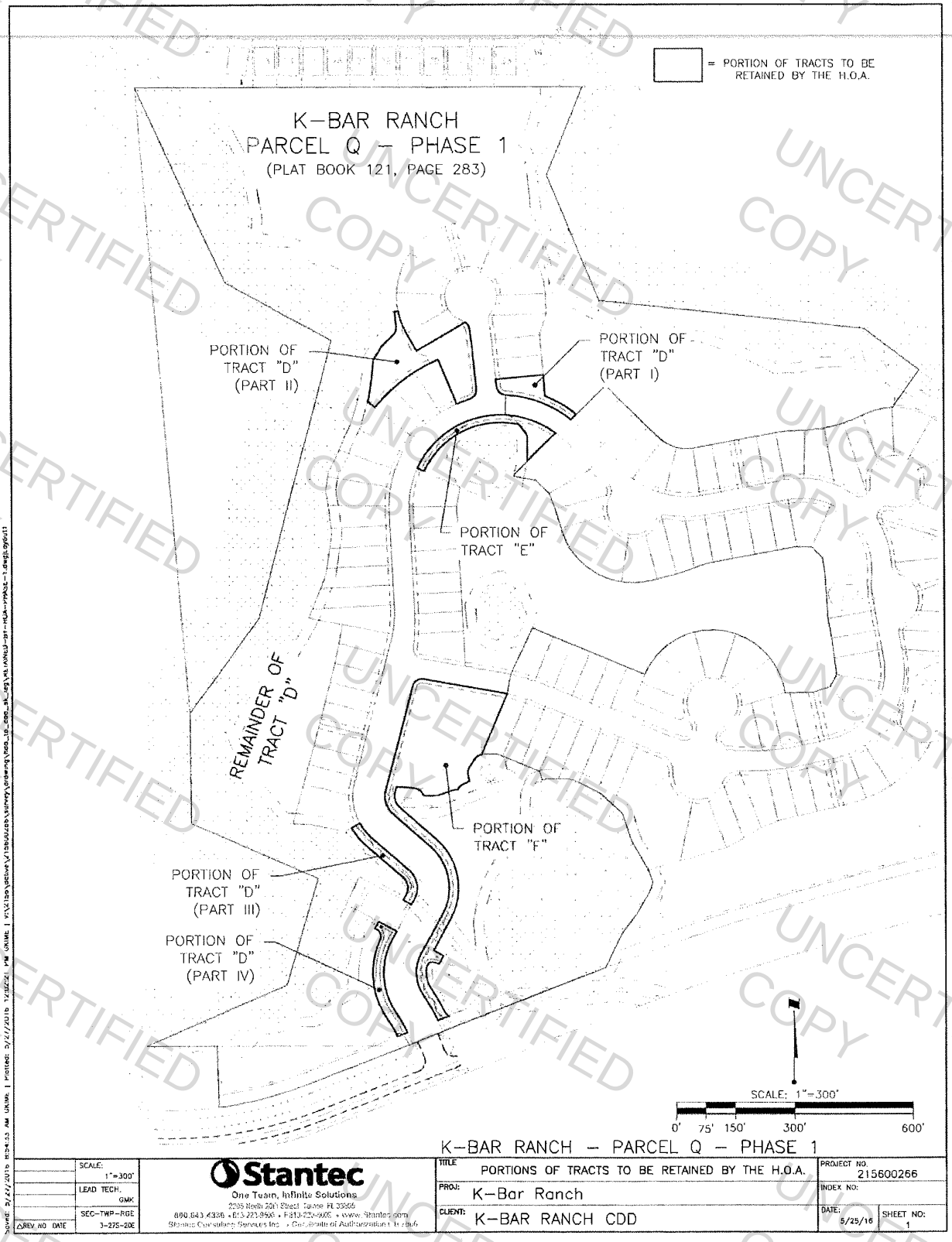
The foregoing instrument was acknowledged before me this 7th day of June, 2016, by Marvin L. Metheny, Jr. as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the Company. He [is personally known to me] [has produced _____ as identification].

W. CARDINALE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF099248
Expires 3/6/2018

_____
Notary Public
Print Name: W. Cardinale
My Commission Expires: 3-6-18

UNCERTIFIED COPY

EXHIBIT "A"



SCALE: 1"=300'	Stantec One Team, Infinite Solutions 2205 North 20th Street Tampa FL 33605 800.643.4336 • 813-223-9500 • F813-223-9505 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization # 2246	TITLE: PORTIONS OF TRACTS TO BE RETAINED BY THE H.O.A.	PROJECT NO: 215600266	
LEAD TECH: GMK		PROJ: K-Bar Ranch	INDEX NO:	
SEC-TWP-RGE: 3-27S-20E		CLIENT: K-BAR RANCH CDD	DATE: 5/25/16	SHEET NO: 1
△REV NO DATE				

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K-BAR RANCH – PARCEL Q – PHASE 1 (LANDS RETAINED BY HOA)

PORTIONS OF TRACT "D":

A parcel of land being a portion of Tract "D" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 33 of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, and run thence North 84°24'03" East, along the South boundary of said Lot 33, a distance of 120.00 feet, to the Southeast corner of said Lot 33; thence departing said South boundary, South 03°30'28" East, 53.46 feet, to a point on the arc of a curve; thence 91.25 feet along the arc of said curve to the right through a central angle of 17°29'12", said curve having a radius of 299.00 feet and being subtended by a chord which bears South 59°26'19" East, 90.90 feet, to a point of intersection with the southerly boundary of aforementioned Tract "D"; thence along said southerly boundary by the following four (4) courses: (1) South 44°58'25" West, 19.10 feet, to a point on the arc of a curve, (2) 176.43 feet along the arc of said curve to the left through a central angle of 36°06'12", said curve having a radius of 280.00 feet, and being subtended by a chord which bears North 69°07'59" West, 173.53 feet, to a point of reverse curvature, (3) 35.60 feet along the arc of a curve to the right through a central angle of 81°35'09", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 46°23'31" West, 32.67 feet, (4) North 05°35'57" West, 17.13 feet, to the POINT OF BEGINNING.

Containing 0.177 acre (7,715 square feet), more or less.

TOGETHER WITH:

A parcel of land being a portion of Tract "D" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 22 of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, and run thence North 22°51'05" West along the East boundary of said Lot 22, a distance of 120.53 feet, to the Northeast corner of said Lot 22; thence 199.94 feet along the North boundary of Lots 20, 21 and 22 by the arc of a curve to the left through a central angle of 28°36'04", said curve having a radius of 400.53 feet and being subtended by a chord which bears South 52°50'53" West, 197.87 feet, to the Northwest corner of said Lot 20; thence North 51°27'09" West, along the East boundary of Lot 19 of aforementioned of K-BAR RANCH – PARCEL Q – PHASE 1, a distance of 23.94 feet; thence departing said East boundary, North 15°50'59" East, 7.62 feet; thence North 08°58'24" East, 55.24 feet; thence North 04°54'30" East, 41.17 feet; thence North 30°58'05" East, 41.39 feet; thence North 45°21'26" East, 39.86 feet, to a point of curvature; thence 21.71 feet along the arc of a curve to the left through a central angle of 49°45'07", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 20°28'53" East, 21.03 feet; thence North 04°23'41" West, 31.77 feet, to a point of curvature; thence 7.47 feet along the arc of a curve to the left through a central angle of 17°06'43", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 12°57'02" West, 7.44

feet; thence North 78°36'10" East, 9.79 feet to the West boundary of Lot 24 of aforementioned of K-BAR RANCH – PARCEL Q – PHASE 1; thence 60.50 feet along said West boundary by the arc of a curve to the left through a central angle of 18°36'51", said curve having a radius of 186.21 feet and being subtended by a chord which bears South 20°42'16" East, 60.23 feet, to the Southwest corner of said Lot 24; thence South 30°00'41" East, along the West boundary of Lot 23 of said K-BAR RANCH – PARCEL Q – PHASE 1, a distance of 50.00 feet, to the Southwest corner of said Lot 23; thence North 59°59'19" East, 142.10 feet, to the Northeast corner of said Lot 23, said corner being located on the westerly boundary of Tract "G" (Paddock View Drive) of said K-BAR RANCH – PARCEL Q – PHASE 1; thence along said Westerly boundary by the following five (5) courses: (1) 18.89 feet along the arc of a curve to the right through a central angle of 43°17'02", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 32°15'26", 18.44 feet to a point of compound curvature, (2) 38.26 feet along the arc of a curve to the right through a central angle of 05°00'58", said curve having a radius of 436.97 feet and being subtended by a chord which bears South 08°06'26" East, 38.24 feet, (3) South 05°35'57" East, 114.47 feet, to a point of curvature, (4) 34.71 feet along the arc of a curve to the right through a central angle of 79°32'26", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 34°10'16" West, 31.99 feet, to a point of reverse curvature, (5) 33.20 feet along the arc of a curve to the left through a central angle of 06°47'34", said curve having a radius of 280.00 feet and being subtended by a chord which bears South 70°32'42" West, 33.18 feet, to the POINT OF BEGINNING.

Containing 0.705 acre (30,693 square feet), more or less.

TOGETHER WITH:

A parcel of land being a portion of Tract "D" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract "LS" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, and run thence along the Northerly boundary of said Tract "LS", North 61°12'11" West, 24.00 feet; thence departing said North boundary, North 28°47'49" East, 15.36 feet to a point of curvature; thence 48.52 feet along the arc of a curve to the left through a central angle of 77°12'58", said curve having a radius of 36.00 feet and being subtended by a chord which bears North 09°48'40" West, 44.93 feet; thence North 48°25'09" West, 123.77 feet to a point of curvature; thence 55.42 feet along the arc of a curve to the right through a central angle of 19°21'37", said curve having a radius of 164.00 feet and being subtended by a chord which bears North 38°44'20" West, 55.15 feet; thence North 60°56'29" East, 24.00 feet to a point of intersection with the westerly boundary of Tract "G" (Paddock View Drive) of aforementioned K-BAR RANCH – PARCEL Q – PHASE 1; thence along said westerly boundary by the following four (4) courses: (1) 47.31 feet along the arc of a curve to the left through a central angle of 19°21'37, said curve having a radius of 140.00 feet and being subtended by a chord which bears South 38°44'20" East, 47.08 feet, (2) South 48°25'09" East, 123.77 feet to a point of curvature, (3) 80.86 feet along the arc of a curve to the right through a central angle of 77°12'58", said curve having a radius of 60.00 feet and being subtended by a chord which bears South 09°48'40" East, 74.88 feet, (4) South 28°47'49" West, 15.36 feet, to the POINT OF BEGINNING.

Containing 0.141 acre (6,124 square feet), more or less.

TOGETHER WITH:

A parcel of land being a portion of Tract "D" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Tract "A" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, and run thence South 68°18'43" West, along the North boundary of said Tract "A", 28.87 feet, to a point on the arc of a curve; thence departing said North boundary, 6.15 feet along the arc of said curve to the left through a central angle of 35°15'45", said curve having a radius of 10.00 feet and being subtended by a chord which bears North 09°19'10" West, 6.06 feet, to a point of compound curvature; thence 45.90 feet along the arc of a curve to the left through a central angle of 06°42'59", said curve having a radius of 391.60 feet and being subtended by a chord which bears North 30°18'32" West, 45.88 feet, to a point of reverse curvature; thence 209.12 feet along the arc of a curve to the right through a central angle of 57°53'00", said curve having a radius of 207.00 feet and being subtended by a chord which bears North 04°43'32" West, 200.34 feet, to a point of reverse curvature; thence 34.42 feet along the arc of a curve to the left through a central angle of 98°35'35", said curve having a radius of 20.00 feet, and being subtended by a chord which bears North 25°04'49" West, 30.32 feet; thence North 28°47'49" East, 20.53 feet, to a point on the South boundary of Tract "LS" of aforementioned K-BAR RANCH – PARCEL Q – PHASE 1; thence South 61°12'11" East, along said South boundary, 50.83 feet, to the Southeast corner of said Tract "LS", said corner being located on the easterly boundary of aforementioned Tract "D"; thence along said easterly boundary by the following three (3) courses: (1) South 28°47'49" West, 21.87 feet, to a point of a curvature, (2) 196.24 feet along the arc of a curve to the left through a central angle of 62°27'50", said curve having a radius of 180.00 feet and being subtended by a chord which bears South 02°26'06" East, 186.66 feet, to a point of reverse curvature, (3) 57.49 feet along the arc of a curve to the right through a central angle of 07°52'09", said curve having a radius of 418.60 feet and being subtended by a chord which bears South 29°43'57" East, 57.45 feet, to the POINT OF BEGINNING.

Containing 0.191 acre, (8,319 square feet), more or less.

<u>TOGETHER WITH PORTION OF TRACT "E":</u>

A parcel of land being a portion of Tract "E" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Lot 87 of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, and run thence 408.89 feet along the northerly boundary of Tract "E" of said of K-BAR RANCH – PARCEL Q – PHASE 1 by the arc of a curve to the right through a central angle of 101°51'32", said curve having a radius 230.00 feet and being subtended by a chord which bears North 75°45'10" East, 357.13 feet, to the Northeast corner of said Tract "E"; thence South 44°58'25" West, along the easterly boundary of

said Tract "E", 102.80 feet, to a point on the arc of a curve; thence 6.45 feet along the arc of said curve to the left through a central angle of 14°46'59", said curve having a radius of 25.00 feet, and being subtended by a chord which bears North 07°44'09" East, 6.43 feet; thence North 00°20'40" East, 52.05 feet, to a point of curvature; thence 16.59 feet along the arc of a curve to the left through a central angle of 38°00'48", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 18°39'44" West, 16.28 feet; thence North 37°40'08" West, 26.04 feet, to a point on the arc of a curve; thence 285.16 feet along the arc of said curve to the left through a central angle of 77°25'58", said curve having a radius of 211.00 feet and being subtended by a chord which bears South 63°32'23" West, 263.95 feet, to a point of intersection with the North boundary of Lot 87 of aforementioned K-BAR RANCH – PARCEL Q – PHASE 1; thence North 65°10'36" West, along said North boundary, 19.00 feet, to the POINT OF BEGINNING.

Containing 0.237 acre (10,316 square feet), more or less.

TOGETHER WITH PORTION OF TRACT "F":

A parcel of land being a portion of Tract "F" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Tract "F" of K-BAR RANCH – PARCEL Q – PHASE 1, per map or plat thereof as recorded in Plat Book 121, page 283 of the Public Records of Hillsborough County, Florida, said point also being the Northwest corner of Tract "B" of said plat, and run thence along the westerly and northerly boundaries of said Tract "F" by the following ten (10) courses: (1) 75.13 feet along the arc of a curve to the left through a central angle of 08°36'32", said curve having a radius 500.00 feet and being subtended by a chord which bears North 29°25'56" West, 75.06 feet, to a point of reverse curvature, (2) 109.14 feet along the arc of a curve to the right through a central angle of 62°32'01", said curve having a radius of 100.00 feet and being subtended by a chord which bears North 02°28'12" West, 103.80 feet, (3) North 28°47'49" East, 112.15 feet, to a point of curvature, (4) 188.67 feet along the arc of a curve to the left through a central angle of 77°12'58", said curve having a radius of 140.00 feet and being subtended by a chord which bears North 09°48'40" West, 174.72 feet, (5) North 48°25'09" West, 123.77 feet, to a point of curvature, (6) 65.98 feet along the arc of a curve to the right through a central angle of 63°00'22, said curve having a radius of 60.00 feet, and being subtended by a chord which bears North 16°54'58" West, 62.71 feet, (7) North 14°35'13" East, 271.22 feet, to a point of curvature, (8) 37.35 feet along the arc of a curve to the right through a central angle of 85°35'22", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 57°22'54" East, 33.97 feet, (9) South 79°49'25" East, 195.46 feet, to a point of curvature, (10) 15.89 feet along the arc of a curve to the right through a central angle of 01°55'00", said curve having a radius of 475.00 feet and being subtended by a chord which bears South 78°51'55" East, 15.89 feet, to the Northeast corner of aforementioned Tract "F"; thence South 22°40'53" West, along the easterly boundary of said Tract "F", 166.44 feet, to a point on the arc of a curve; thence departing said easterly boundary, 20.65 feet along the arc of said curve to the left through a central angle of 47°19'30", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 56°32'04" West, 20.07 feet; thence South 32°52'19" West, 25.28 feet, to a point of curvature; thence 19.37 feet along the arc of a curve to the left through a central angle of 44°23'38", said curve having a radius of 25.00 feet and being subtended by a

chord which bears South 10°40'30" West, 18.89 feet; thence South 11°31'19" East, 16.39 feet; thence South 62°37'18" West, 19.05 feet, to a point of curvature; thence 17.88 feet along the arc of a curve to the left through a central angle of 40°58'19", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 42°08'08" West, 17.50 feet, to a point on the arc of a curve; thence 11.81 feet along the arc of said curve to the left through a central angle of 27°04'40", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 85°38'16" West, 11.71 feet; thence South 72°05'56" West, 41.78 feet; thence South 87°14'05" West, 28.37 feet; thence North 79°39'41" West, 8.43 feet, to a point on the arc of a curve; thence 30.84 feet along the arc of said curve to the left through a central angle of 70°40'52", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 50°28'05" West, 28.92 feet; thence North 85°48'30" West, 43.99 feet; thence South 14°35'13" West, 15.55 feet, to a point of curvature; thence 39.59 feet along the arc of a curve to the left through a central angle of 63°00'22", said curve having a radius of 36.00 feet and being subtended by a chord which bears South 16°54'58" East, 37.62 feet; thence South 48°25'09" East, 123.77 feet, to a point of curvature; thence 221.02 feet along the arc of a curve to the right through a central angle of 77°12'58", said curve having a radius of 164.00 feet and being subtended by a chord which bears South 09°48'40" East, 204.67 feet; thence South 28°47'49" West, 90.34 feet; thence South 60°59'44" East, 28.10 feet; thence South 29°00'16" West, 23.09 feet; thence North 71°31'53" West, 12.05 feet, to a point of curvature; thence 25.51 feet along the arc of a curve to the left through a central angle of 97°25'28", said curve having a radius of 15.00 feet and being subtended by a chord which bears South 59°45'24" West, 22.54 feet, to a point of compound curvature; thence 58.62 feet along the arc of a curve to the left through a central angle of 44°46'52", said curve having a radius of 75.00 feet and being subtended by a chord which bears South 11°20'46" East, 57.14 feet, to a point of reverse curvature; thence 67.00 feet along the arc of a curve to the right through a central angle of 07°18'45", said curve having a radius of 525.00 feet and being subtended by a chord which bears South 30°04'50" East, 66.96 feet, to a point of reverse curvature; thence 15.31 feet, along the arc of a curve to the left through a central angle of 43°51'15", said curve having a radius of 20.00 feet and being subtended by a chord which bears South 48°21'05" East, 14.94 feet to a point of intersection with the North boundary of aforementioned Tract "B"; thence South 68°18'43" West, along said North boundary, 30.81 feet, to the POINT OF BEGINNING.

Containing 1.728 acres (75,277 square feet), more or less.

Legal Description Prepared By:

Stantec Consulting Services Inc.
Certificate of Authorization No. L.B.7866

5/27/16

Mark H. Foster, PSM
Florida License No. L.S.5535
2205 N. 20th Street Tampa, FL 33605
(813) 223-9500

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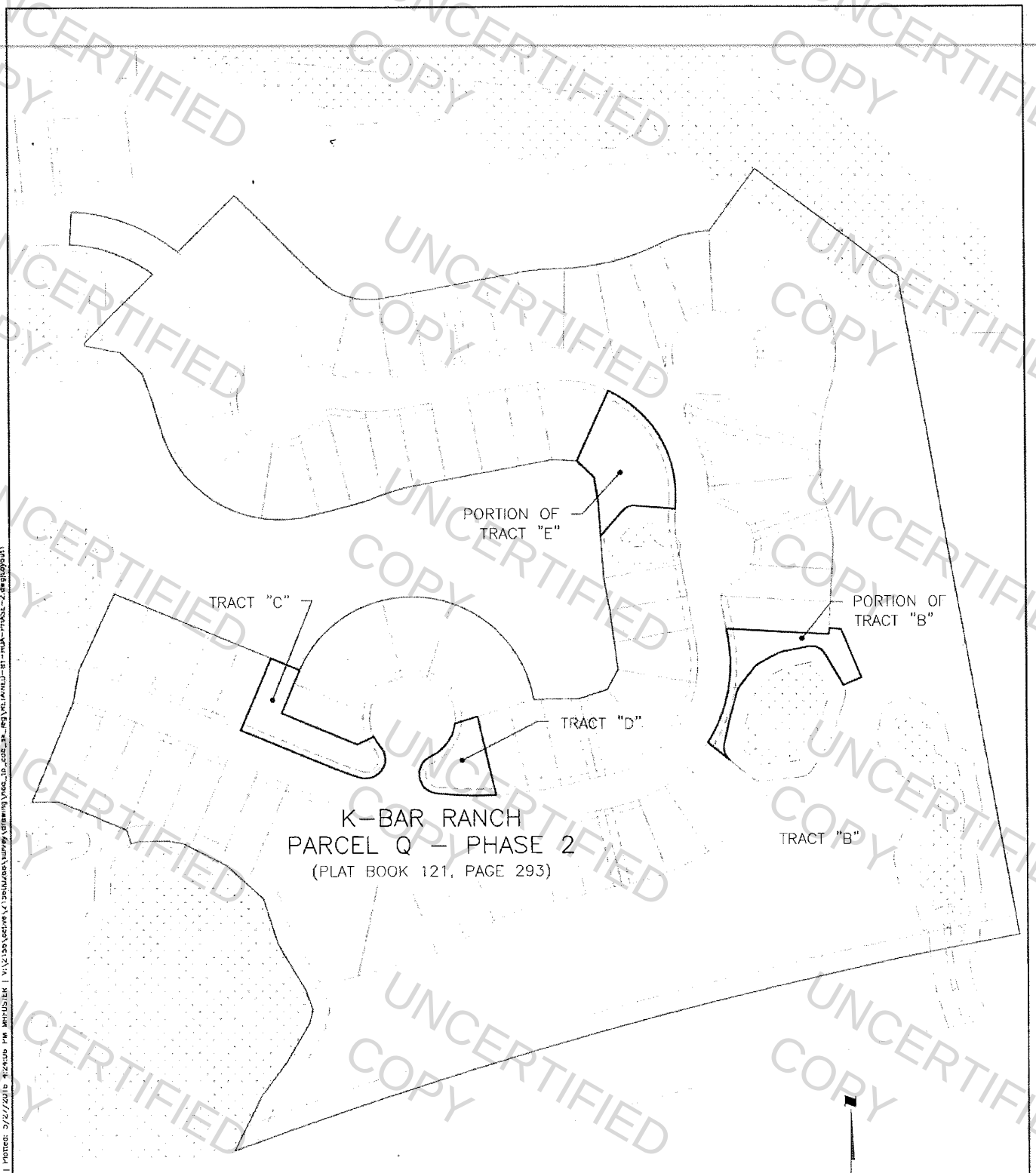


K-BAR RANCH - PARCEL Q - PHASE 2

SCALE: 1"=200'	Stantec One Team, Infinite Solutions 2205 Nora 20th Street, Tampa, FL 33605 800.643.4336 • 813-223-9500 • F813-223-0009 • www.Stantec.com Stantec Consulting Services Inc. • Certificate of Authorization # 7005	TITLE: PORTIONS OF TRACTS TO BE RETAINED BY THE H.O.A.	PROJECT NO: 215600266	
LEAD TECH: GMK		PROJ: K-Bar Ranch	INDEX NO:	
SEC-TWP-RGE 3-27S-20E		CLIENT: K-BAR RANCH CDD	DATE: 5/25/16	SHEET NO: 1
△REV NO DATE				

UNCERTIFIED COPY

K-BAR RANCH – PARCEL Q – PHASE 2 (LANDS RETAINED BY HOA)

PORTION OF TRACT "B":

A parcel of land being a portion of Tract "B" of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 58 of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida, and run thence South 86°57'30" East, along the South boundary of said Lot 58, a distance of 158.31 feet to the Southeast corner of said Lot 58; thence North 03°02'30" East, along the East boundary of said Lot 58, a distance of 9.16 feet; thence departing said East boundary, South 85°45'15" East, 17.99 feet; thence South 22°55'34" East, 80.64 feet; thence South 67°04'26" West, 30.57 feet; thence North 30°14'39" West, 54.99 feet, to a point of curvature; thence 31.04 feet along the arc of a curve to the left through a central angle of 71°08'31", said curve having a radius of 25.00 feet and being subtended by a chord which bears North 65°48'54" West, 29.09 feet; thence South 78°36'51" West, 40.37 feet, to a point of curvature; thence 7.11 along the arc of a curve to the left through a central angle of 16°17'47", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 70°27'57" West, 7.09 feet; thence South 62°19'04" West, 33.11 feet, to a point of curvature; thence 11.00 feet along the arc of a curve to the left through a central angle of 25°12'11", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 49°42'58" West, 10.91 feet; thence South 37°06'53" West, 36.18 feet, to a point of a curvature; thence 9.70 feet along the arc of a curve to the left through a central angle of 22°13'24", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 26°00'11" West, 9.64 feet; thence South 14°53'28" West, 45.09 feet; thence South 12°48'12" West, 36.77 feet, to a point of curvature; thence 27.83 feet along the arc of a curve to the left through a central angle of 63°46'51", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 19°05'14" East, 26.41 feet, to a point of intersection with the northeasterly boundary of Lot 59 of aforementioned K-BAR RANCH – PARCEL Q – PHASE 2; thence North 50°58'39" West, along said northeasterly boundary, 43.57 feet, to the Northwest corner of said Lot 59; thence thence along the easterly boundary of Tract "G" (Paddock View Drive) by the following two (2) courses: (1) 168.42 feet along arc of a curve to the left through a central angle of 42°53'15", said curve having a radius of 225.00 feet and being subtended by a chord which bears North 11°07'47"East, 164.51 feet, (2) North 10°18'51" West, 13.38 feet, to the POINT OF BEGINNING.

Containing 0.251 acre (10,925 square feet), more or less.

TOGETHER WITH ALL OF TRACT "C":

Tract "C" of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida.

TOGETHER WITH ALL OF TRACT "D":

Tract "D" of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida.

TOGETHER WITH PORTION OF TRACT "E":

A parcel of land being a portion of Tract "E" of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Begin at the Northwesterly corner of Tract "E" of K-BAR RANCH – PARCEL Q – PHASE 2, per map or plat thereof as recorded in Plat Book 121, page 293 of the Public Records of Hillsborough County, Florida, said corner also being the Southeast corner of Lot 102 of said plat, and run thence North 24°35'50" East, along the northwesterly boundary of said Tract "E", also being the easterly boundary of said Lot 102, a distance of 118.22 feet to the northern-most corner of said Tract "E"; thence 206.79 feet along the East boundary of said Tract "E" by the arc of a curve to the right through a central angle of 67°42'17", said curve having a radius of 175.00 feet and being subtended by a chord which bears South 31° 33' 01" East, 194.97 feet; thence continue along said East boundary, South 02° 18' 07" West, 15.11 feet; thence departing said East boundary, North 85°27'14" West, 60.66 feet to a point of curvature; thence 23.42 feet along the arc of a curve to the left through a central angle of 53°40'22", said curve having a radius of 25.00 feet and being subtended by a chord which bears South 67°42'35" West, 22.57 feet; thence South 40° 52' 24" West, 50.57 feet to a point of intersection with the West boundary of aforementioned Tract "E"; thence along said West boundary by the following three (3) courses: (1) North 03°56'59" West, 51.26 feet, (2) North 08°35'44" West, 39.67 feet, (3) North 46°28'01" West, 36.85 feet, to the POINT OF BEGINNING.

Containing 0.427 acre, (19,027 square feet), more or less.

Legal Description Prepared By:

Stantec Consulting Services Inc.
Certificate of Authorization No. L.B.7866

Mark H. Foster, PSM 5/27/16
Florida License No. L.S.5535
2205 N. 20th Street Tampa, FL 33605
(813) 223-9500

Transferred to Operation

SITE DATA

TOTAL PROJECT AREA: 83.82± ACRES
PHASE 1 AREA: 53.40± ACRES
PHASE 2 AREA: 30.42± ACRES
TOTAL WETLAND AREA: 16.12± ACRES
PROPOSED USE: 121 SINGLE FAMILY LOTS
DENSITY: 0.69 DU/ACRE

FOLIO NUMBER: 059225.0050

LAND USE: SMU-3
ZONING: PD-A
SETBACKS: 20' FRONT;
20' REAR;
5' SIDE

SANITARY SERVICE: CITY OF TAMPA
WATER SERVICE: CITY OF TAMPA
FIRE PROTECTION: CITY OF TAMPA

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" PER FEMA FLOOD INSURANCE RATE MAP 12057C0095H, COMMUNITY PANEL NO. 120114, DATED 08/28/08.

LEGEND

- PROPERTY/BOUNDARY LINE
- EXISTING CONTOUR
- RIGHT-OF-WAY LINE
- EPC/SWFWMD WETLAND LINE
- EPC WETLAND CONSERVATION AREA
- 25' WETLAND CONSERVATION AREA SETBACK LINE
- EASEMENT LINE
- POST-DEVELOPMENT DRAINAGE BASIN LINE
- ⊙15 EXISTING OAK TREE
- 27 LOT NUMBER
- Ⓐ LOT BLOCK
- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED FLARED/MITERED END SECTION
- PROPOSED CONTROL STRUCTURE

NOTES

1. MINIMUM RIGHT OF WAY RADII ARE 25'.
2. MINIMUM EDGE OF PAVEMENT RADII ARE 27'.
3. MINIMUM BACK OF CURB STREET CORNER RADII ARE 25' (TYPICAL).
4. ALL DRAINAGE EASEMENTS SHALL BE DEDICATED TO THE CDD.
5. ALL LOCAL STREET RIGHT OF WAY ARE TO BE PUBLIC. THE PROPOSED AND FUTURE EAST/WEST ROADWAY SHALL BE PUBLIC.
6. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT CITY OF TAMPA SUBDIVISION REGULATIONS.
7. ANY TREES TO REMAIN ON SITE WILL BE BARRICADED PRIOR TO THE START OF CONSTRUCTION PER CITY OF TAMPA SPECIFICATIONS.
8. TREES WILL BE REVIEWED BY THE PLANNING/NATURAL RESOURCES STAFF PRIOR TO PERMITTING. TREES OVER 30" IN DIAMETER ARE POSSIBLE GRAND OAKS.
9. PONDS WILL BE MAINTAINED BY THE CDD.
10. THIS PROJECT WILL COMPLY WITH THE UPLAND HABITAT PROTECTION ORDINANCE, CHAPTER 17.5.
11. EACH LOT SHALL PROVIDE A MINIMUM OF 25% GREEN SPACE.
12. ALL SANITARY SEWER SHALL BE PRIVATE & WATER SYSTEMS SHALL BE PUBLIC UTILITIES.
13. STORM SEWER IS CONCEPTUAL ONLY. STORM SEWER DESIGN TO BE FINALIZED PRIOR OF APPROVAL OF CONSTRUCTION PLANS.

LANDSCAPING DATA AND CALCULATIONS

TREES TO BE RETAINED:
0 @ 5"-7" x 0 = 0
0 @ 8"-12" x 1 = 0
0 @ 13-19" x 2 = 0
2 @ 20-29" x 4 = 8
0 @ 30" &> X 10 = 0
TOTAL CREDITS = 8

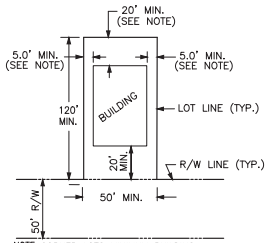
TREES TO BE REMOVED:
0 @ 5"-7" x 0 = 0
0 @ 8-12" x 1 = 0
0 @ 13-19" x 2 = 0
0 @ 20-29"x 4 = 0
0 @ 30" &> @
INCH FOR INCH = 0
TOTAL DEBITS = 0

TOTAL TREE CREDITS = 8

BY NUMBERS:
OVERALL TREES: 2
TREES TO BE RETAINED: 2 (100.0%)
TREES TO BE REMOVED: 0 (0.0%)

TREES REQUIRED:
TOTAL LOT AREA: = 943,097 SF
TOTAL BUILDING AREA = 387,200 SF
NUMBER TREES PER LOT REQUIRED:
(943,097 – 387,200)/4000 SF/121 LOTS = 1.15 TREES/LOT

STREET TREES REQUIRED:
5,400 LF CURB / 40 LF = 135 TREES

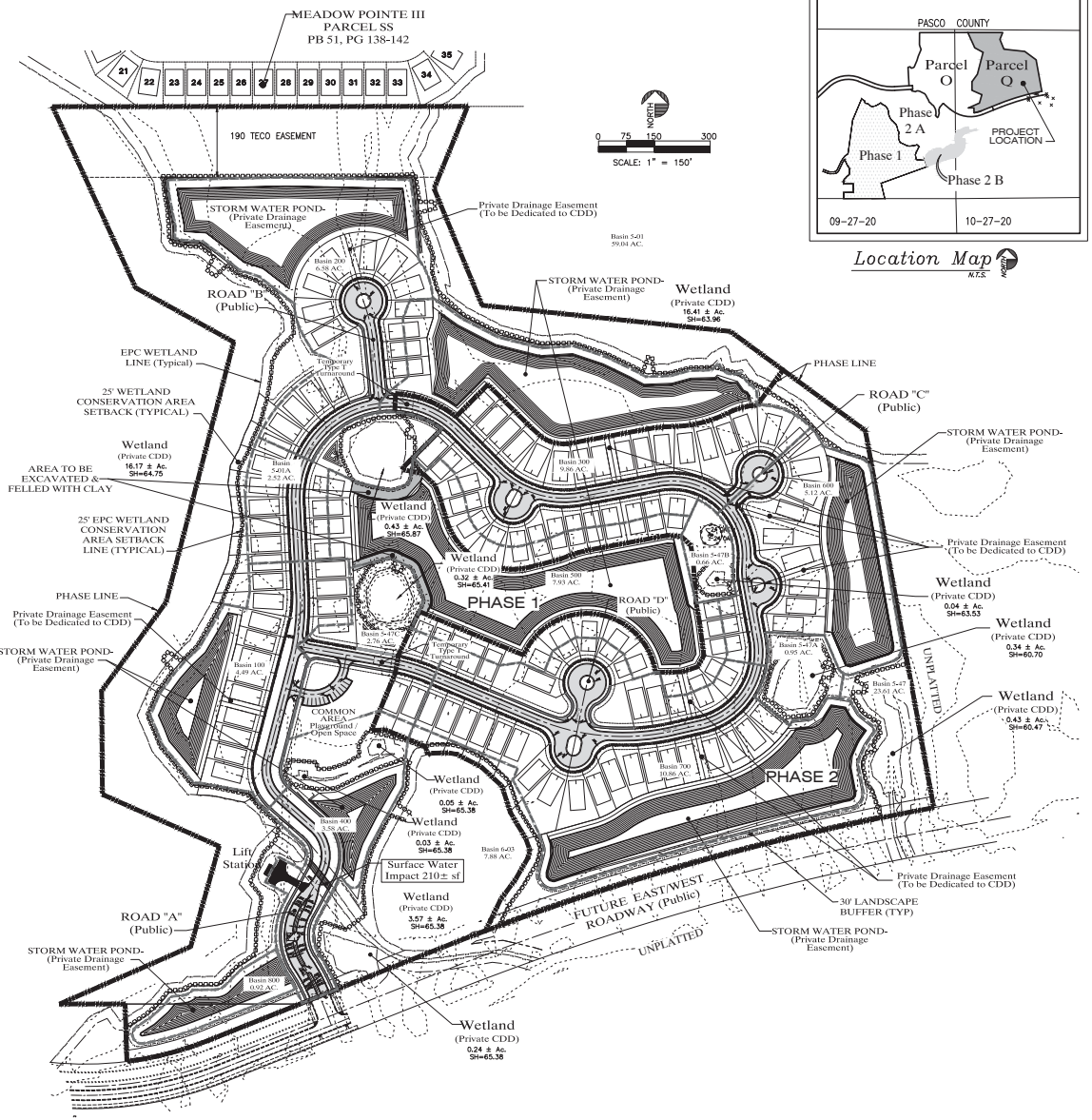


NOTE: CORNER LOTS MINIMUM BUILDING SETBACKS:
FRONT=20'; SIDE=10'; REAR=20'.

MINIMUM LOT LAYOUT N.T.S.

50' WIDE LOTS

MAX. BUILDING COVERAGE:	65%
MINIMUM LOT SQ. FOOTAGE:	6,000 SF
MINIMUM LOT WIDTH @ FRONT SETBACK:	50 FEET



REVISIONS: 5/6/2013 REVISED PER SWFWMD COMMENTS (DPK)
DATE: 2/14/2013
DRAWN BY: JBF
CHECKED BY: EEM
JOB NO.: 2110105

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). Conversion from NAVD88 to NGVD29 = +0.83 Feet

E. EVERETT MORROW No. 39093 PROFESSIONAL ENGINEER

K-BAR RANCH
PARCEL Q
PHASE 1 & 2
Hillsborough County, Florida

OVERALL SITE PLAN WITH TREES

Lennar Homes, LLC
4600 West Cypress Street
Suite 200
Tampa, Florida 33607
Phone (813) 574-3654
Fax (813) 574-5701

LANDMARK ENGINEERING & SURVEYING CORPORATION
8515 Palm River Road
Tampa, Florida 33619
E.B. # 28014
Phone (813) 621-7841
Fax (813) 621-6761

3

33

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "**Agreement**") is entered into this 19 day of November, 2014, between the **K-Bar Ranch Community Development District** (the "**District**"), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 and the **Heron Preserve Community Association, Inc.**, a Florida non-profit corporation, whose mailing address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607 (the "**Association**").

BACKGROUND INFORMATION

The District owns and maintains Ponds 100, 200, 300, 400, 500, 600, 700, and 800 within the Association's community as depicted on the attached **Exhibit "A"** and incorporated herein (the "**District's Property**"). The Association has entered into a landscape maintenance contract for the maintenance of the Association's property. The Association and the District desire for one contractor to maintain both the Association's property and the District's Property to ensure both properties are maintained in a consistent manner and the Association and the District desire to share the costs associated with the maintenance of the District's Property as this is the most efficient manner to pay for the services that benefit the residents of the community.

OPERATIVE PROVISIONS

1. **Incorporation of Recitals**. The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.

2. **Performance**. The District hereby covenants and agrees to pay during the term hereof, to the Association on the 15th day of each and every month thereafter for the term hereof, 50% of the cost of the landscape services for the previous month.

3. **Term.** This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for one (1) year from that date. This Agreement shall automatically renew annually, unless terminated by either party in accordance with this Agreement.

4. **Termination**. Either party may terminate this Agreement at any time without cause by providing at least sixty (60) days written notice of its intent to terminate this Agreement.

5. **Insurance**. The Association shall carry Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than $1,000,000 combined single limit bodily injury and property damage liability. Prior to any contractor maintaining the District Property, the Association shall add the District as an additional insured to its insurance policies. The Association shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

6. **Construction of Language**. The term Agreement shall be inclusive of each other, also to include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

7. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

8. **Non-Waiver**. No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

9. **Notices.** All notices pursuant to this Agreement shall be given to the parties in writing, at the address shown above, by hand delivery, facsimile, overnight delivery or by regular mail.

10. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

11. **Governing Law**. This agreement shall be governed by Florida law with venue in Hillsborough County, Florida.

12. **Enforcement of Agreement**. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

13. **Third Party Beneficiaries**. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the District and the Association. This Agreement is solely for the benefit of these parties 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

IN WITNESS WHEREOF, the District and Association have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

K-Bar Ranch Community Development District

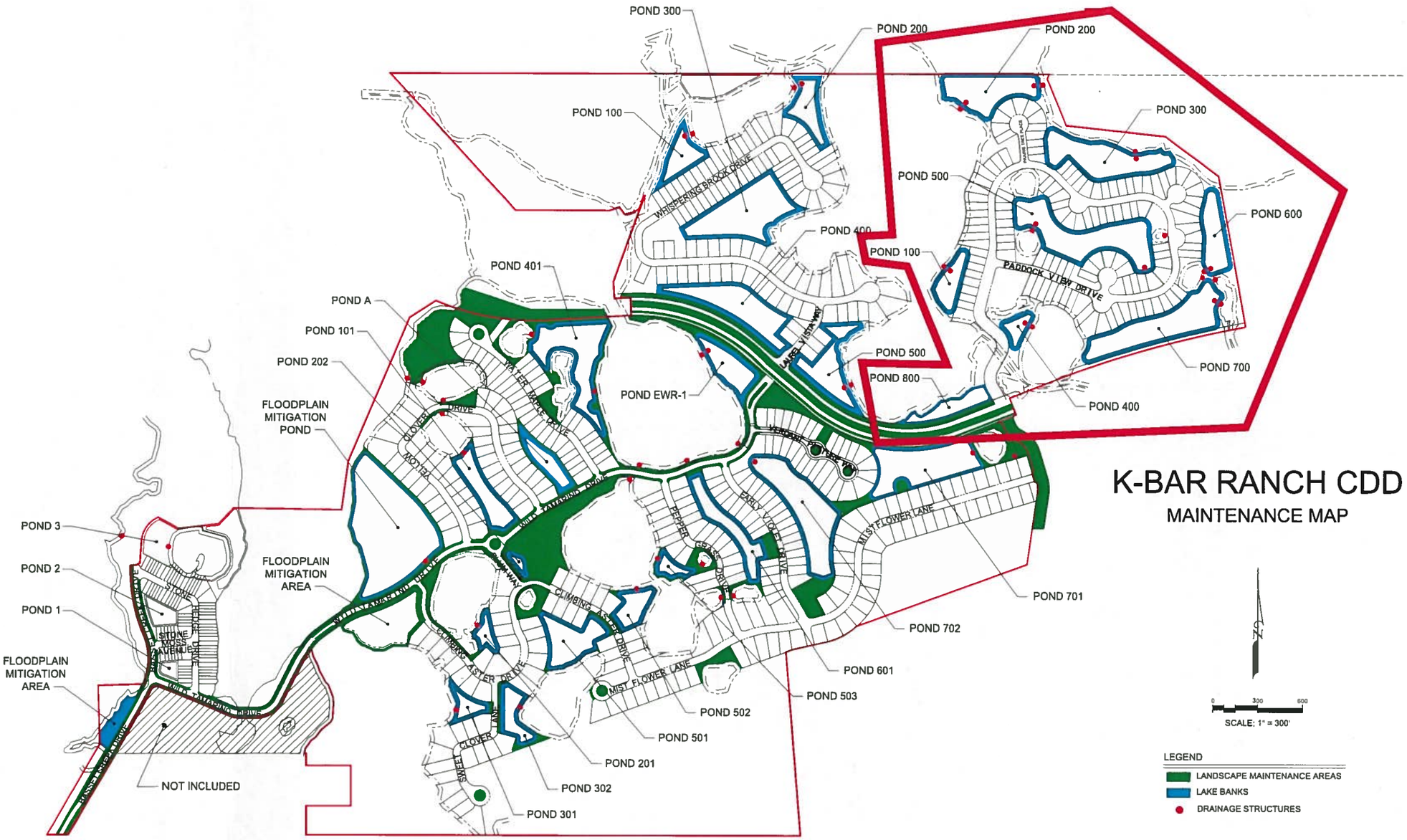
By: _____
Betty Valenti
Chair of the Board of Supervisors

Heron Preserve Community Association, Inc.,
a Florida non-profit corporation

By: _____
Name: _____
Title: _____

Exhibit "A"

District's Ponds in Heron Preserve Community



K-BAR RANCH CDD

MAINTENANCE MAP

SCALE: 1" = 300'

LEGEND

- LANDSCAPE MAINTENANCE AREAS
- LAKE BANKS
- DRAINAGE STRUCTURES

REVISED: July 28, 2014

V:\2156\active\215600266\land_development\drawing\Active\Exhibits\215600266-X04-Maintenance Map.dwg
2014/07/28 11:20 AM By: DiPietro, Denise

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

This First Amendment to the Interlocal Agreement (this "**Amendment**") is made and entered into as of June 15, 2016 between the **K-Bar Community Development District**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (the "**District**") and the **Heron Preserve Community Association, Inc.**, a Florida non-profit corporation (the "**Association**").

BACKGROUND AND PURPOSE

As provided below, this Amendment amends the Interlocal Agreement, dated November 19, 2014, between the District and Association (the "**Agreement**") to clarify the description of the District's Property. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings ascribed to them in the Agreement.

OPERATIVE PROVISIONS

1. **Background Information**. The Background Information in the Agreement is hereby replaced in entirety with the following:

> "The District owns and maintains Ponds 100, 200, 300, 400, 500, 600, 700, and 800 and the surrounding property within the Association's community as depicted on the attached **Exhibit "A"** and incorporated herein (the "**District's Property**"). The Association has entered into a landscape maintenance contract for the maintenance of the Association's property. The Association and the District desire for one contractor to maintain both the Association's property and the District's Property to ensure both properties are maintained in a consistent manner and the Association and the District desire to share the costs associated with the maintenance of the District's Property as this is the most efficient manner to pay for the services that benefit the residents of the community."

2. **Exhibit**. The Exhibit "A" in the Agreement is hereby replaced in entirety with the **Exhibit "A"** attached to this Amendment.

3. **Ratification**. Except as modified by this Amendment, the terms and conditions set forth in the Agreement are hereby ratified and confirmed.

IN WITNESS THEREOF, the District and Association have caused this Agreement to be duly executed as of the day and year first above written.

K-Bar Ranch Community Development District	**Heron Preserve Community Association, Inc.**
By: _____	By: _____
Michael Metropolis	Brady Lefere
Chair of the Board of Supervisors	President

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "**Agreement**") is entered into this 18 day of November, 2014, between the **K-Bar Ranch Community Development District** (the "**District**"), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, the **Laurel Vista Homeowners Association, Inc.**, a Florida non-profit corporation, whose mailing address is 18215 Branch Road, Hudson, Florida 34667, the **Heron Preserve Community Association, Inc.**, a Florida non-profit corporation, whose mailing address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607, and the **Stone Creek Townhomes Owners' Association, Inc.**, a Florida non-profit corporation, whose mailing address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 (collectively, the "**Associations**").

BACKGROUND INFORMATION

The District and Associations currently lease the street lights that are owned and maintained by the Tampa Electric Company along the neighborhoods known as Basset Creek, Laurel Vista, Heron Preserve, and Stone Creek (the "**Street Lights**") as described in the lighting agreements attached as **Composite Exhibit "A"** and incorporated herein. The Associations and the District desire to have the District collect the costs associated with the operation and maintenance of the Street Lights located within the District as this is the most efficient manner to pay for the costs of the Street Lights that benefit the residents of the District.

OPERATIVE PROVISIONS

1. **Background Information.** The above background information is true and correct, and is incorporated herein by reference.

2. **Collection**. The District shall budget for and raise the revenues necessary to operate and maintain the Street Lights.

3. **Payment**. The District shall timely pay all invoices, or other manner of billing, from Tampa Electric Company, with whom the District and Associations have contracted to provide street light services.

4. **Term.** This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for ten (10) years from that date. This Agreement shall automatically renew annually thereafter, unless terminated by any party in accordance with this Agreement.

5. **Termination**. Any party may terminate this Agreement at any time without cause by providing at least ninety (90) days written notice of its intent to terminate this Agreement.

6. **Construction of Language**. The term Agreement shall be inclusive of each other, also to include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The

paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

7. **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

8. **Non-Waiver**. No waiver of any covenant or condition of this Agreement by any party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

9. **Notices.** All notices pursuant to this Agreement shall be given to the parties in writing, at the address shown above, by hand delivery, facsimile, overnight delivery or by regular mail.

10. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

11. **Governing Law**. This agreement shall be governed by Florida law with venue in Hillsborough County, Florida.

12. **Enforcement of Agreement**. In the event any party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

13. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument

14. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

IN WITNESS WHEREOF, the District and Associations have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

[Signature Pages to Follow]

Witnesses:

Name: Chloe Lindsey

Name: Joseph Roethke

K-Bar Ranch Community Development District

By: Betty Valenti

Betty Valenti
Chair of the Board of Supervisors

Prepared by and to be returned to:
Tracy J. Robin, Esq.
Straley & Robin
1510 W. Cleveland St.
Tampa, Florida 33606

UTILITY AND LANDSCAPE EASEMENT

This Landscape Easement is given as of the _____day of April, 2015, by **Stone Creek Townhomes Owners' Association, Inc.**, a Florida non-profit corporation, whose mailing address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 (the "**Grantor**"), to the **K-Bar Ranch Community Development District**, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, (the "**Grantee**").

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant unto the Grantee, its successors and assigns, a nonexclusive landscape easement for the purpose of constructing, installing, repairing, maintaining, and reconstructing a monument sign, landscaping, lighting, and irrigation, over and across certain the property located in Hillsborough County, Florida, legally described as follows:

> Tract B-1, lying and being situated in Section 4, Township 27 South, Range, 20 East, Hillsborough County, Florida, as shown on map or plat of Stonecreek Townhomes as recorded in Plat Book 108 on page 231, of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claming by, through or under said Grantor.

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

This easement was prepared at the direction of the Grantor without the benefit of a title search.

Witnesses:

_____

_____
(Print Name)

_____

_____
(Print Name)

Grantor

By:_____
John Bowersox
President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by John Bowersox, President of the Stone Creek Townhomes Owners' Association, Inc., a Florida non-profit corporation, for and on behalf of the corporation [ ] who is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Witnesses:

Name: Chloe Finlayson

Name: Joseph Roethke

Laurel Vista Homeowners Association, Inc.,
a Florida non-profit corporation

By: Betty Valenti
Name: BETTY VALENTI
Title: President

GRANTOR:

Witnesses:

KRUSEN-DOUGLAS, L.L.C.,
a Florida limited liability company

Christine M. Carr
Print Name: Christine M. Carr

By: _____
W. Andrew Krusen, Jr., Manager

Kimberly A Ford
Print Name: Kimberly A Ford

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26 day of MAY, 2015, by W. Andrew Krusen, Jr., as Manager of Krusen-Douglas, L.L.C., a Florida limited liability company, on behalf of the company. He is [✓] personally known to me or [ ] produced _____ as identification.

M. Sue Donnan
NOTARY PUBLIC

M. SUE DONNAN
Print or Stamp Name

My Commission Expires: FEBRUARY 24, 2018

NOTARY SEAL:

M. SUE DONNAN
Notary Public - State of Florida
My Comm. Expires Feb 24, 2018
Commission # FF 068125
Bonded Through National Notary Assn.

GRANTEE:

Witnesses:

Print Name: Brady Lefevy

Print Name: Tracy Robin

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes

By: Betty Valenti

Name: BETTY VALENTI

Title: Chairman

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20 day of May, 2015, by Betty Valenti, as Chairman of the K-Bar Ranch Community Development District, a special purpose unit of local government organize dand existing under Chapter 190, Florida Statutes, on behalf of the entity. He/She is [✓] personally known to me or [__] produced _____ as identification.

NOTARY PUBLIC

Print or Stamp Name

My Commission Expires:_____

NOTARY SEAL:

Notary Public State of Florida
Tracy J Robin
My Commission FF 122593
Expires 06/12/2018

Exhibit "A"

DESCRIPTION:

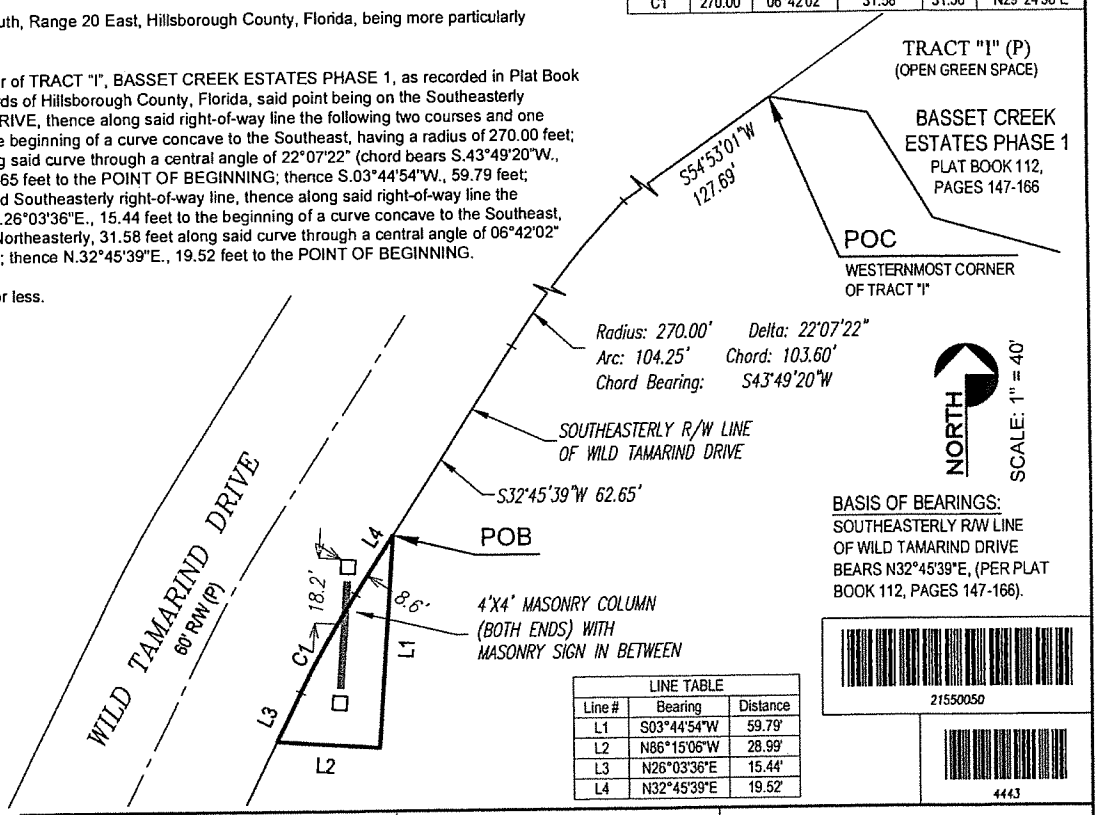
DESCRIPTION SKETCH (Not a Survey)

A portion of Section 4, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost corner of TRACT "I", BASSET CREEK ESTATES PHASE 1, as recorded in Plat Book 112, pages 147-166 of the Public Records of Hillsborough County, Florida, said point being on the Southeasterly right-of-way line of WILD TAMARIND DRIVE, thence along said right-of-way line the following two courses and one curve: S.54°53'01"W., 127.69 feet to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Southwesterly, 104.25 feet along said curve through a central angle of 22°07'22" (chord bears S.43°49'20"W., 103.60 feet); thence S.32°45'39"W., 62.65 feet to the POINT OF BEGINNING; thence S.03°44'54"W., 59.79 feet; thence N.86°15'06"W., 28.99 feet to said Southeasterly right-of-way line, thence along said right-of-way line the following two courses and one curve: N.26°03'36"E., 15.44 feet to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Northeasterly, 31.58 feet along said curve through a central angle of 06°42'02" (chord bears N.29°24'38"E., 31.56 feet); thence N.32°45'39"E., 19.52 feet to the POINT OF BEGINNING.

Containing 926.25 Square Feet, more or less.

CURVE TABLE					
Curve #	Radius	Delta	Arc/Length	Chord	Chord Bearing
C1	270.00'	06°42'02"	31.58'	31.56'	N29°24'38"E



LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

BASIS OF BEARINGS:

SOUTHEASTERLY R/W LINE OF WILD TAMARIND DRIVE BEARS N32°45'39"E, (PER PLAT BOOK 112, PAGES 147-166).

LINE TABLE		
Line #	Bearing	Distance
L1	S03°44'54"W	59.79'
L2	N86°15'06"W	28.99'
L3	N26°03'36"E	15.44'
L4	N32°45'39"E	19.52'

21550050

4443

NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.

2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.

3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

Drawn: MAC | Checked: [illegible] | Client No: 4443
Original No.: 21550050 | Current No.: 21550050

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R. Fowler 3/18/15
SCOTT R. FOWLER DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 3-06-15

LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lasc.com | LB. 3913

Sec.: 4 Twp.: 27 S. Rge.: 20 E.

J:\21550050\CAD\Survey\DWG\21550050dskt_SignEasement.dwg, 3/18/2015 2:26:36 PM

Exhibit "B"

DESCRIPTION:

DESCRIPTION SKETCH (Not a Survey)

NORTH

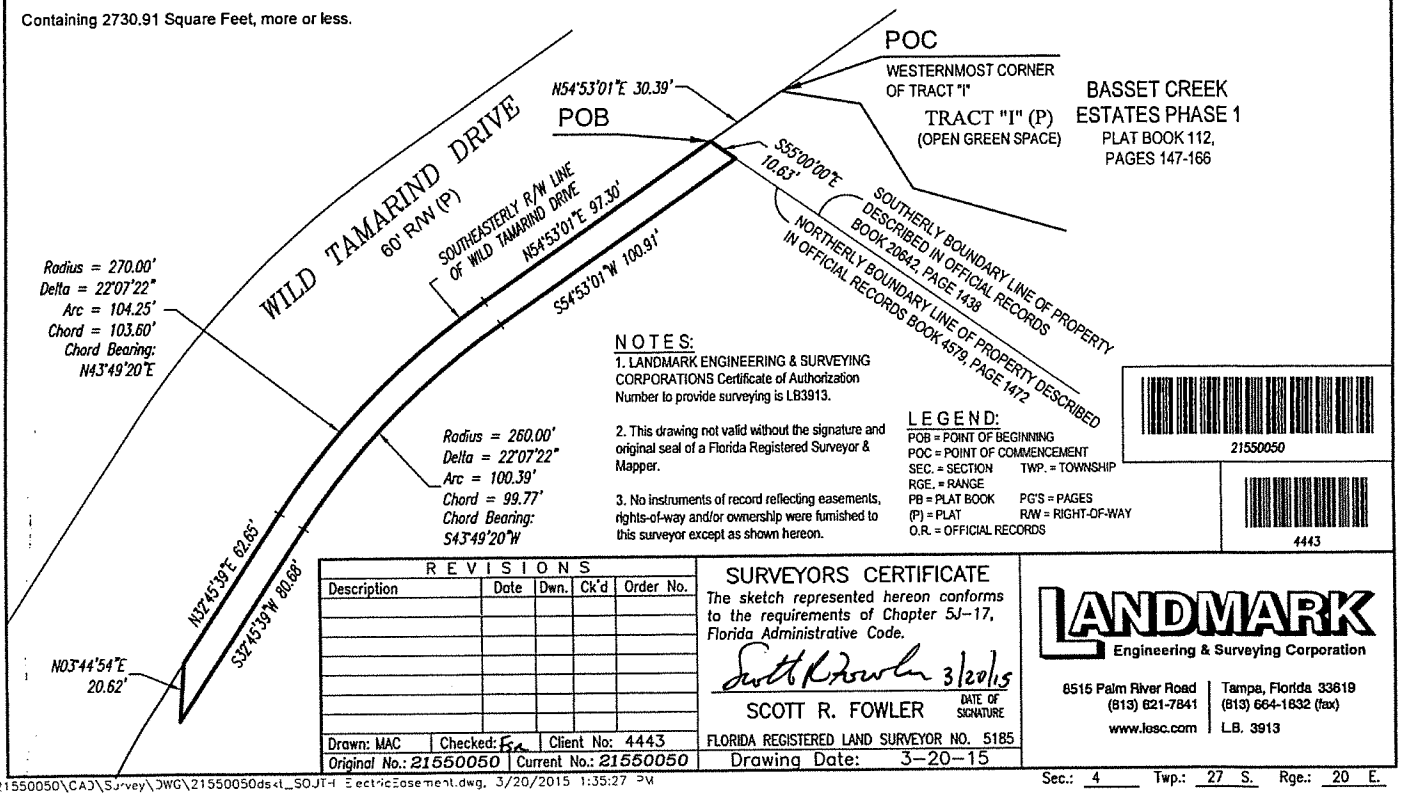
SCALE: 1" = 50'

A portion of Section 4, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost corner of TRACT "I", BASSET CREEK ESTATES PHASE 1, as recorded in Plat Book 112, pages 147-166 of the Public Records of Hillsborough County, Florida, said point being on the Southeasterly right-of-way line of WILD TAMARIND DRIVE; thence S.54°53'01"W., 30.39 feet along said right-of-way line to the Northerly boundary line of property described in Official Records Book 4579, Page 1472, of the Public Records of Hillsborough County, Florida and the Southerly boundary line of property described in Official Records Book 20642, Page 1438, of the Public Records of Hillsborough County, Florida; thence S.55°00'00"E., 10.63 feet along said Northerly and Southerly boundary lines; thence S.54°53'01"W., 100.91 feet to the beginning of a curve concave to the Southeast, having a radius of 260.00 feet; thence Southwesterly, 100.39 feet along said curve through a central angle of 22°07'22" (chord bears S.43°49'20"W., 99.77 feet); thence S.32°45'39"W., 80.68 feet; thence N.03°44'54"E., 20.62 feet to said Southeasterly right-of-way line of WILD TAMARIND DRIVE, thence along said right-of-way line the following two courses and one curve: N.32°45'39"E., 62.65 to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Northeasterly, 104.25 feet along said curve through a central angle of 22°07'22" (chord bears N.43°49'20"E., 103.60 feet); thence N.54°53'01"E., 97.30 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS:
SOUTHEASTERLY R/W LINE OF WILD TAMARIND DRIVE BEARS N32°45'39"E, (PER PLAT BOOK 112, PAGES 147-166).

Containing 2730.91 Square Feet, more or less.



NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.
2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

21550050

4443

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

Drawn: MAC | Checked: [illegible] | Client No: 4443
Original No.: 21550050 | Current No.: 21550050

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R. Fowler 3/20/15

SCOTT R. FOWLER — DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 3-20-15

LANDMARK
Engineering & Surveying Corporation
6515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1632 (fax)
www.lesc.com | L.B. 3913

J:\21550050\CAD\Survey\DWG\21550050dsk1_SOUTH ElectricEasement.dwg, 3/20/2015 1:35:27 PM

Sec.: 4 Twp.: 27 S. Rge.: 20 E.

Witnesses:

Name: Chloe Finlayson

Name: Joseph Roethke

Heron Preserve Community Association, Inc.,
a Florida non-profit corporation

By: _____
Name: Brad Lefert
Title: HOA President

Witnesses:

Name: Brad vum Rooyen

Name: VAN A. WOMACK

Stone Creek Townhomes Owners' Association, Inc.,
a Florida non-profit corporation

By:
Name: John C. Beaver
Title: HOA Board Member

Composite Exhibit "A"

Basset Creek Lighting Agreement

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and K-Bar Ranch Community Development District (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work**
The Company shall furnish, install, operate and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):
87 – Salem Luminaire S-C-V 100 Watt HPS Black
87 – Winston Fiberglass 16 ft Pole Black

at the following location Bassett Creek Dr, Tampa, FL 33647-0000 ("Installation Site").

2. **System Design and Approval**
Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.** The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Change Orders**
The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

Customer Initial GD Date 9.19.11

4. **Damages During Construction**
The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

5. **Customer Information and Preparation**
The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

6. **Location of Equipment – Staking**
The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer.

7. **Non-Standard Service Charges**
The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of

Customer Initial _____ Date 9.19.11

illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

8. **Customer Contribution in Aid of Construction**
The Company shall pay for all normal Equipment installation costs, with the exception of the following: $0 for N/A.

9. **Monthly Payment**
During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are $2,021.00. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be $422.05. The total monthly charge of shall be $2,443.06 per month.

Customer agrees to deposit with the Company, the additional cash sum of $0, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is 6%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

10. **Term**
This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of thirty-eight (38) month(s) (the "Primary Term") beginning on October 1, 2011 and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

11. **Limitation on Damages**
The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year.

Customer Initial GD Date 9.19.11

The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

12. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

13. Vandalism

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in

Customer Initial JP Date 9.19.11

contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees

Customer Initial JD Date 9.19.11

or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

21. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Customer Initial _____ Date 9.19.11

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: K-Bar Ranch Community Development District
By/Title: SECRETARY / MANAGER
Name (print): John Daugirda
Signature: John Daugirda
Date: 9.19.2011
Phone #: 813.374.9104
Email: John.DAUGIRDA@DPFG.com

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: K-Bar Ranch Community Development District
By/Title: Secretary / MANAGER
Name (print): JOHN DAUGIRDA
Signature: John Daugirda
Date: 9.19.2011
Phone #: 813.374.9104
Email: John.DAUGIRDA@dpfg.com

Tampa Electric Company Manager:
By/Title: Kris Anguilli Manager
Signature: Kristina L Anguilli
Department: Engineering Dept
Date: 9/28/11

Contract No. WR654897, WR654753

Customer Initial JD Date 9.19.11

TECO
TAMPA ELECTRIC

Contract No:	1314
Work Request No:	1124406
Billing Customer of Record:	K Bar Ranch CDD
Billing Address:	15310 Amberly Dr Ste 175 Tampa, FL 33647-1640
Tax ID#:	0617627600

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and K Bar Ranch CDD (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. Scope of Work

The Company shall furnish, install, operate and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

20 - 5586661 Salem Luminaire 100 Watts HP
20 - 5586600 Winston Fiberglass 16 Ft Black

at the following location Basset Creek Ph 2B Tampa, FL 33647-0000 ("Installation Site").

2. System Design and Approval

Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.** The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. Change Orders

The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

4. **Damages During Construction**
The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

5. **Customer Information and Preparation**
The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

6. **Location of Equipment – Staking**
The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer.

7. **Non-Standard Service Charges**
The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

8. **Customer Contribution in Aid of Construction**

The Company shall pay for all normal Equipment installation costs, with the exception of the following: $0.00 for the Contribution in Aid of Construction(CIAC)..

9. Monthly Payment

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are $486.20. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be $118.60. The total monthly charge of shall be $604.80 per month.

Customer agrees to deposit with the Company, the additional cash sum of $1200.00, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is 6%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

10. Term

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

11. Limitation on Damages

The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

12. Outage Notification

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

13. Vandalism

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the

Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

21. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: K Bar Ranch CDD
By/Title: Secretary
Name (print): John Daugirda

Signature: _____

Date: _____
Phone #: (813)374-9104

Tampa Electric Company Representative:
By/Title: _____

Signature: _____

Department: _____
Date: _____

Property Owner: K Bar 184, LLC, A Florida Limited Liabil
By/Title: General Partner
Name (print): Timothy F Mobley

Signature: _____

Date: _____
Phone #: (111)111-1111

Tampa Electric Company Manager:
By/Title: _____

Signature: _____

Department: _____
Date: _____

Work Request No. 1124406

TECO
TAMPA ELECTRIC

Contract No:	3083
Work Request No:	1243113
Billing Customer of Record:	K Bar Ranch Community Development District
Billing Address:	3434 Colwell Drive Suite 200 Tampa, FL 33614-0000
Tax ID#:	27-1777106

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and K Bar Ranch Community Development District (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work**
The Company shall furnish, install, operate and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

17 - 2005660 Salem Luminaire 100 Watts HPS Black
17 - 2005649 Winston Fiberglass 16 Ft Black

at the following location Wild Tamarind Dr Tampa, F 33614-0000 ("Installation Site").

2. **System Design and Approval**
Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.** The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Change Orders**
The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

Customer Initial JR Date: 8/20/2014

4. **Damages During Construction**
The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

5. **Customer Information and Preparation**
The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

6. **Location of Equipment – Staking**
The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer.

7. **Non-Standard Service Charges**
The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

8. **Customer Contribution in Aid of Construction**
The Company shall pay for all normal Equipment installation costs, with the exception of the following: $0.00 for the Contribution in Aid of Construction(CIAC)..

Customer Initial JR Date: 8/30/2014

9. **Monthly Payment**
During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are $413.27. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be $67.15. The total monthly charge of shall be $480.42 per month.

Customer agrees to deposit with the Company, the additional cash sum of $950.00, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is 2%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

10. **Term**
This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

11. **Limitation on Damages**
The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

12. **Outage Notification**
The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

13. **Vandalism**
The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the

Customer Initial JR Date: 8/20/2014

Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's

personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

Customer Initial JR Date: 8/20/2014

21. **Assignments**
This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. **General**
No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: K Bar Ranch Community Development District
By/Title: District Manager
Name (print): Joe Roethke
Signature: _____
Date: 8/20/14
Phone #: (813)223-9500

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: K-Bar 184 LLC, a Florida limited liability company,
by TM Dublin, LLLP, a Florida limited partnership
By/Title: Timothy F. Mobley
Name (print): General Partner
Signature: _____
Date: 8/20/2014
Phone #: (813)223-9500

Tampa Electric Company Manager:
By/Title: _____
Signature: _____
Department: Lighting Department
Date: _____

Work Request No. 1243113

Customer Initial _____ Date: 8/20/2014

Tampa Electric Company

LIGHTING SERVICES PROPOSAL

Proposal ID:	3083	Contact Name:	Tonja Stewart
Work Request Number:	1243113	Billing Name:	K Bar Ranch Community Development District
TECO Rep:	Paul Miller	Billing Address:	3434 Colwell Drive Suite 200 Tampa, F 33614-0000
		Site Address:	Wild Tamarind Dr Tampa, F 33614-0000

Description	Qty	Rate	TSN
Salem Luminaire 100 Watts HPS Black	17	573	2005660
Winston Fiberglass 16 Ft Black	17	582	2005649

Light & Pole Charge:		394.91
Energy Charge:	+	18.36
Base Charges for Facilities	=	413.27
Power Relay:	+	0.00
Refund Credit:	-	0.00
Fuel Charge:	+	28.90
Energy Mgmt Credit:	-	0.00
Gross Receipts:	+	1.36
Franchise Fee:	+	0.00
City Tax:	+	0.00
Light & Pole & Area Taxes:	+	32.30
Fuel/Clauses/Fees&Taxes:	=	67.15
Total Bill	=	480.42
Total Deposit	=	950.00

Detailed Billing Items:

Clauses Total	
Conservation:	0.85
Capacity Recovery	0.17
Environ. Cost Recovery:	3.57
Fuel Charge Subject to City tax:	0.00

Contribution-in-Aid-of-Construction	Amount
No CIAC - The Lighting Engineer has determined that there is no contribution-in-aid-of-construction (CIAC) for this job.	$0.00

Laurel Vista
Lighting Agreement

TAMPA ELECTRIC COMPANY
LETTER OF ASSIGNMENT of
***BRIGHT CHOICES*® Outdoor Lighting Agreement**

THIS LETTER OF ASSIGNMENT is made this 17 Day of FEB 2014 to that certain ***BRIGHT CHOICES*® Outdoor Lighting Agreement** for Work Request # 1197610 with installation date in progress, (the "Agreement") between Tampa Electric Company (the "Company") and KBar Ranch CDD (the "Customer"), hereinafter the "Initial Customer", the Company hereby assigns the Agreement to Laurel Vista Homeowners Association, INC. (the "Assignee") and is substituted for the Customer and/or other Grantor with respect to all Customer rights and obligations.

The Assignee agrees to abide by all terms and conditions of the ***BRIGHT CHOICES*® Outdoor Lighting Agreement** and accepts the assignment with all its obligations and requirements pursuant to **Assignments**, Paragraph 21, of the Agreement.

The Initial Customer remains subject to the obligations of the ***BRIGHT CHOICES*® Outdoor Lighting Agreement** pursuant to **Assignments**, Paragraph 21, of the Agreement.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this ASSIGNMENT have caused this instrument to be executed in due form of law, effective this day and year first written above.

Initial Customer:
Company: KBar Ranch CDD
Name (printed): Betty D. Valenti
By/Title: Chairman
Signature: Betty D. Valenti
Date: 2/4/14

Assignee:
Company: Laurel Vista Homowners Association, INC
Name (printed): Betty D. Valenti
By/Title: President
Signature: Betty D. Valenti
Date: 2/4/14

Tampa Electric Company Representative:
Name (printed): Mark O. Milton
By/Title: Manager, Lighting Department
Signature: MMilton
Date: 2/17/14

TECO
TAMPA ELECTRIC

Contract No:	2047
Work Request No:	1197610
Billing Customer of Record:	K Bar Ranch Community Development District
Billing Address:	4343 Anchor Plaza Pkwy Ste 200 Tampa, FL 33634-7508
Tax ID#:	06-1762760

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and K Bar Ranch Community Development District (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work**
The Company shall furnish, install, operate and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

57 - 2005660 Salem Luminaire 100 Watts HP
57 - 2005649 Winston Fiberglass 16 Ft Black

at the following location KBar Ranch Parcel O Tampa, FL 33647-0000 ("Installation Site").

2. **System Design and Approval**
Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.** The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Change Orders**

Customer Initial _____ Date: 3/28/13

The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

4. **Damages During Construction**
The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

5. **Customer Information and Preparation**
The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

6. **Location of Equipment – Staking**
The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer.

7. **Non-Standard Service Charges**
The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

8. **Customer Contribution in Aid of Construction**

Customer Initial _____ Date: 3/22/13

The Company shall pay for all normal Equipment installation costs, with the exception of the following: $0.00 for the Contribution in Aid of Construction(CIAC)..

9. **Monthly Payment**
During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are $1385.67. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be $210.33. The total monthly charge of shall be $1596.00 per month.

Customer agrees to deposit with the Company, the additional cash sum of $0.00, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is 2%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

10. **Term**
This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

11. **Limitation on Damages**
The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

12. **Outage Notification**
The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

13. **Vandalism**

Customer Initial _____ Date: 3/12/13

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the

Customer Initial _____ Date: 3/28/17

Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

Customer Initial _____ Date: 3/28/12

21. **Assignments**
This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. **General**
No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: K Bar Ranch Community Development District
By/Title: Chairman
Name (print): Betty Valenti
Signature: Betty D. Valenti Chairman
Date: 3/29/13
Phone #: (813) 393-5705

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: M/I Homes of Tampa, LLC
By/Title: Vice President
Name (print): Marshal S Gray
Signature: _____
Date: 3-28-13
Phone #: 813-393-5703

Tampa Electric Company Manager:
By/Title: Mark Milton - Manager
Signature: Mmilton
Department: Lighting Department
Date: 12/3/13

Work Request No. 1197610

Customer Initial _____ Date: 3/29/13

Tampa Electric Company

LIGHTING SERVICES PROPOSAL

Proposal ID:	2047	Contact Name:	Chris Santoro
Work Request Number:	1197610	Billing Name:	K Bar Ranch Community Development District
TECO Rep:	Bethany Samanka	Billing Address:	4343 Anchor Plaza Pkwy Ste 200 Tampa, FL 33634-7508
		Site Address:	KBar Ranch Parcel O Tampa, FL 33647-0000

Description	Qty	Rate	TSN
Salem Luminaire 100 Watts HP	57	573	2005660
Winston Fiberglass 16 Ft Black	57	582	2005649

Light & Pole Charge:		1324.11
Energy Charge:	+	61.56
Base Charges for Facilities	=	1385.67
Power Relay:	+	0.00
Refund Credit:	-	0.00
Fuel Charge:	+	92.91
Energy Mgmt Credit:	-	0.00
Gross Receipts:	+	4.56
Franchise Fee:	+	0.00
City Tax:	+	0.00
Light & Pole & Area Taxes:	+	93.48
Fuel/Clauses/Fees&Taxes:	=	210.33
Total Bill	=	1596.00
Total Deposit - WAIVED	=	3190.00

Detailed Billing Items:

Clauses Total	
Conservation:	3.89
Capacity Recovery	1.71
Environ. Cost Recovery:	13.68
Fuel Charge Subject to City tax:	17.10

Contribution-in-Aid-of-Construction	Amount
No CIAC - The Lighting Engineer has determined that there is no contribution-in-aid-of-construction (CIAC) for this job.	$0.00

K Bar Ranch Parcel O
Wild Tamarind Dr
1197610

Heron Preserve Lighting Agreement

TECO
TAMPA ELECTRIC

Contract No:	2638
Work Request No:	1230317
Billing Customer of Record:	Lennar Homes LLC
Billing Address:	4600 Cypress St W Suite 200 Tampa, FL 33607-0000
Tax ID#:	59-0711505

TAMPA ELECTRIC COMPANY
***BRIGHT CHOICES* Outdoor Lighting Agreement**

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and Lennar Homes LLC (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work**
The Company shall furnish, install, operate and maintain, for the term of this Agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

92 - 2005660 Salem Luminaire 100 Watts HPS Black
92 - 2005649 Winston Fiberglass 16 Ft Black

at the following location K Bar Parcel Q Tampa, FL 33647-0000 ("Installation Site").

2. **System Design and Approval**
Based on written lighting system design specifications provided by the Customer and/or the lighting equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. If the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in the Customer's original design specifications, the Company shall note any material deviations from the Customer's original design specifications or equipment selections in the final design sketch. **If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.** The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, **THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE** of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Change Orders**
The Equipment shall be configured and installed pursuant to the final design sketch. Any change order requested by the Customer after consenting to the final design sketch shall be carried out at the Customer's expense.

Customer Initial _____ Date: _____

4. **Damages During Construction**
The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction of Customer's facilities including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

5. **Customer Information and Preparation**
The Customer shall locate and advise the Company, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer. Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, and the exculpation of liability provided in Paragraph 11 of this Agreement, the "Company" shall be defined as Tampa Electric Company, its parent, TECO Energy, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, of successor corporations.

6. **Location of Equipment – Staking**
The Customer shall stake the locations of Equipment on roadways and commercial property prior to the installation of the Equipment by the Company. To assist the Customer with the staking process, the Company shall provide the Customer with a final design sketch that reflects the Equipment locations approved by the Customer.

7. **Non-Standard Service Charges**
The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

8. **Customer Contribution in Aid of Construction**
The Company shall pay for all normal Equipment installation costs, with the exception of the following: $0.00 for the Contribution in Aid of Construction(CIAC)..

Customer Initial _____ Date: _____

9. **Monthly Payment**

During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current monthly base charges for facilities installed under this agreement are $2236.52. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be $530.84. The total monthly charge of shall be $2767.36 per month.

Customer agrees to deposit with the Company, the additional cash sum of $5530.00, which is equivalent to approximately two (2) months service under this Agreement, or upon acceptance if the Company so agrees, provide a surety bond or an irrevocable letter of credit from a bank, in favor of the Company in the same amount. The Company will annually credit the Customer's bill with an interest amount, at the rate currently approved by the Florida Public Service Commission, for cash deposits received. The currently authorized interest rate is 2%.

The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.

10. **Term**

This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term") beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.

11. **Limitation on Damages**

The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order. But the Company shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

12. **Outage Notification**

The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.

13. **Vandalism**

The Customer shall be responsible for the cost incurred to repair or replace any Equipment that has been damaged as a result of any cause other than normal wear and tear. The Company shall not be required to make such repair or replacement prior to payment by the Customer for such damage. At the Customer's expense, and at the

Company's discretion, the Company may install a luminaire protective shield to protect any Equipment repaired or replaced as a result of vandalism.

14. Tree Trimming

The Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Equipment is obstructed by trees and other vegetation. The Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaire and pole may cause a delay in requested repairs or required maintenance.

15. Termination, Removal

The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the date immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.

In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the current term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired current term.

16. Easements

The customer covenants that it owns or controls the Installation Site or has binding arrangements with the owner to the extent necessary to grant the Company an easement to permit performance of the Agreement. If a tenant of the Installation Site, Customer represents that Customer's lease is for a term of at least the Primary Term. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's

personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 15 or expires pursuant to Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

17. Attachments

In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles," any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

18. Insurance

Customer, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms satisfactory to Company at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

19. Amendments

During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

20. Light Trespass

Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, the Customer shall be responsible for the costs incurred to relocate, remove, or shield the Equipment in addressing the objection unless the Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 15 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

21. Assignments

This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement

may be assigned by the Customer only with the Company's prior written consent. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

22. General

No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: Lennar Homes LLC
By/Title: Vice President
Name (print): Michael Southward

Signature: _____

Date: _____
Phone #: _____

Tampa Electric Company Representative:
By/Title: _____

Signature: _____

Department: _____
Date: _____

Property Owner: Lennar Homes LLC
By/Title: Vice President
Name (print): Michael Southward

Signature: _____

Date: _____
Phone #: _____

Tampa Electric Company Manager:
By/Title:

Signature: _____

Department: Lighting Department
Date: _____

Work Request No. 1230317

Stone Creek
Lighting Agreement

TAMPA ELECTRIC

November 11, 2011

Via PDF
Stone Creek Townhomes Owners' Association, INC
1001 E. Columbus Dr.
Tampa, FL 33605
ATTN: Scott Bird

Re: Bright Choices Outdoor Lighting Agreement (the "Agreement")
Contract for Work Request # 870986, part of WR 654897
Bassett Creek Dr Tampa FL 33647 ("Installation Site")
Account # 12611649101

ATTN Mr. Bird:

This letter concerns the lighting equipment that Tampa Electric installed for Stone Creek Townhomes Owners' Association, INC (the "Customer") pursuant to the above-referenced Agreement and makes minor corrections to the same. Enclosed for your ready reference is a copy of the original Agreement. Unless otherwise indicated, capitalized terms shall have the meanings given to them in the Agreement.

The Agreement contains some inaccuracies and typographical errors. In order to conform the Agreement to the installation that was actually completed, we propose the following clarifications to the Agreement:

1. Due to a clerical error, the proper corporate name of the Customer of the Agreement was listed in the masthead as "Mobley Homes Florida, LLC, 4014 Gunn Hwy Suite 250, Tampa, FL 33 18-0000" and as "MJB LLC", the name which appears on the signature page, rather than "Stone Creek Townhomes Owners' Association, INC". It is hereby acknowledged that the intended and correct name of the Customer was, on the date of signature, and still intends to be "Stone Creek Townhomes Owners' Association, INC", on whose behalf the authorized representative is signing below. Additionally, it is hereby acknowledged that the intended and correct name of the Property Owner was, on the date of the signature, "MJB LLC", which has dedicated Bassett Creek Drive and Wild Tamarind Drive as Public Right-of-Way as referenced in Hillsborough County Plat Book 108, Page 231 for Stone Creek Townhomes.

2. Due to change orders and/or mutually agreed upon modifications, the actual number of lighting fixtures installed by Tampa Electric differs from that described in Paragraph 1 of the Agreement. Accordingly the description of Equipment listed in Paragraph 1 is hereby removed and replaced with the following:

    14-Salem luminaire S-C-V 100 Watts HPS Black
    14-Winston Fiberglass 16 Ft. Pole Black

If the Officer/Directors of the Stone Creek Townhomes Owner's Association, INC, as documented in Sunbiz.org, are in agreement with the foregoing clarifications and modifications to the Agreement, please have one of them, as the authorized representative, sign and date in the space provided below and return the signed original of this letter to me, retaining a copy for yourself.

Upon receipt of the signed document, Tampa Electric Company will revise the Tax ID # for the subject account to match that of Stone Creek Townhomes Owner's Association INC as requested.

Sincerely,

Marion E. Murin
Consulting Engineer
Tampa Electric Company

ACCEPTED AND AGREED
THIS _____ DAY OF NOVEMBER, 2011

STONE CREEK TOWNHOMES OWNERS' ASSOCIATION, INC.

By (signature): _____
Name (print): _____
Title: _____
Date: _____

Enclosures
(Bright Choices Outdoor Lighting Agreement, WR 870986 part of WR 654897)
Sunbiz.org for Stone Creek Townhomes Owners' Association, INC.
Hillsborough County Plat Book 108, Page 231, Stone Creek Townhomes.

cc. File

WP# 654897 19 LTS

870986 14 LTS

TECO
TAMPA ELECTRIC

TAMPA ELECTRIC COMPANY

BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this agreement, Tampa Electric Company (the 'Company') agrees to provide, and MOBLEY HOMES FLORIDA, LLC, 4014 GUNN HWY SUITE 250, TAMPA, FL 33618-0000 (the 'Customer') agrees to accept and pay for, the outdoor lighting services specified below. For purposes of this Agreement the Company shall be defined as Tampa Electric Company and its officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor corporations.

1. The Company shall furnish, install, operate, and maintain, for the term of this agreement, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as 'Equipment'):

33-Salem Luminaire S-C-V 100 Watts HPS Black

33-Winston Fiberglass 16 Ft. Pole Black

2. The equipment shall be located at BASSETT CREEK DR, TAMPA, FL 33647-0000('Installation Site').

The Equipment shall be configured and installed pursuant to a final design sketch. If the final design sketch materially deviates from or varies from the prior design sketch provided to the Customer, the Company shall provide the Customer with a copy of the final design sketch at least five business days prior to the commencement of any work by the Company at the Installation Site. A final design sketch shall be deemed to materially deviate or vary if the Company is unable to provide some or all of the Equipment selected by the Customer or the Company is unable to install the Equipment in reasonable proximity to the locations identified in any prior design sketch provided to the Customer. If the final design sketch has been provided to the Customer, as required immediately above, and the Customer has not advised the Company of specific changes to be made to the final design sketch prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design. However, THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed. The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged during construction of Customer's facilities or by vandalism. The Customer shall also be responsible for all costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment. The Customer shall be responsible for notifying the Company of all Equipment outages.

3. The company shall bear all normal Equipment installation costs, with the exception of the following: $0 for the Contribution in Aid of Construction(CIAC). Thereafter, relocation of any Equipment shall be done only at the Customer's expense.

Customer Initial JH Date: 12/5/05

4. During the term of this agreement, the Customer shall pay the Company monthly for services provided pursuant to Rate Schedules OL-1, OL-3, and/or SL-2, as those rate schedules, which are on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.

The current subtotal monthly charge for facilities installed under this agreement shall be as indicated in Column A plus all applicable fuel and other adjustment clause charges and (where applicable) franchise fees and taxes, for a total as indicated in Column B per month under current tax rates, pursuant to the Rate Schedule as indicated in Column C for a term as indicated in Column D. Customer agrees to deposit with the Company, the additional cash sum as shown in Column E, which is equivalent to approximately two (2) months service under this contract, or upon acceptance of the Company, place a surety bond or an irrevocable letter of credit from a bank, with the Company in the same amount.

Column A Non Fuel Charges	*Column B Fuel and Other Charges*	*Column C Rate Schedule*	*Column D Term*	*Column E Deposit*
$816.88		Underground Served Facilities	7 Year	
$816.88	*Monthly Grand Total* $1,003.44			$2,000.00

5. The Company will annually credit the Customer's bill with an interest amount approved by the Florida Public Service Commission for cash deposits. The currently authorized interest rate is 7%. The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this agreement in accordance with filed changes to the relevant tariffs.

6. This Agreement shall be effective on the later of the dates indicated on the signature block and shall remain in force for a primary term of seven (7) year(s) beginning on the date the Equipment is installed and all lights are energized and ready for use and shall continue thereafter for successive one-year terms until terminated by either party upon providing the other party with thirty (30) days prior written notice of termination.

7. The Customer shall locate and advise the Company of the location of all underground facilities at the Installation Site prior to the commencement of any work by the Company. Any costs or liability for damage to underground facilities that were not properly identified by the Customer shall be paid by the Customer. Except for those claims, losses, and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

8. The Company will furnish electricity to operate the Equipment approximately 4200 hours or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous service and maintain the Equipment in operating order, but shall not be liable to the Customer for any damages arising from causes beyond its control or from the negligence of the Company including, but not limited to, complete or partial failure or interruption of service, shut-down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.

9. In the event that the Customer fails to pay the Company for any of the services provided herein, or violates the terms of this agreement, the Company may, at its option and on five (5) days' written notice, terminate this agreement. If such termination occurs prior to the expiration of the primary term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired primary term.

Customer Initial _____ Date: 12/5/05

10. The Customer and the owner or landlord of the Installation Site, if other than the Customer (individually, the "Grantor"; collectively, the "Grantors"), hereby grant the Company a Non-exclusive Easement for ingress and egress over and under the Installation Site for installation, inspection, operation, maintenance, and removal of the Equipment. The easement shall terminate upon the Company's removal of the Equipment. The Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right, or claim of any nature that any Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise. In no event shall the Customer, or any other Grantor, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in Tampa Electric's "Guidelines for Attaching Banners to TEC Poles", any sign or device of any nature, or place, install, or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

In the event that this agreement is terminated pursuant to paragraph 6 or expires pursuant to this Paragraph 10, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

11. During the term of this Agreement, both parties agree to maintain adequate and statutorily required amounts of insurance, including without limitation, property, personal injury, general comprehensive liability, and workers compensation insurance. Upon request, both parties agree to provide the other with evidence of insurance.

12. During the term of this Agreement, Company and Customer shall have the right to enter into addendums to the Agreement ("Addendum") upon the mutual agreement of both parties and execution of an Addendum in a form mutually agreeable to both parties.

13. This agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors, and assigns of the parties hereto. This agreement may be assigned by the Customer with the Company's prior written consent. In the event of an assignment, the assignee shall be substituted herein for the Customer and/or other Grantor with respect to all rights and obligations.

14. No delay or failure by the Customer or the Company to exercise any right under this agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

15. This agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this agreement, have caused this instrument to be executed in due form of law, this day and year first written above.

Customer: MJB, LLC

By/Title: TONJA STEWART, LAND DEV MGR

Signature:

Date: 12/5/05

Property Owner: SAME

By/Title:

Signature:

Date:

Work Request Number: 654897

Tampa Electric Company Representative:

By/Title: Liz Toledo / N/A

Signature:

Date:

Tampa Electric Company Manager:

By/Title: Project Manager

Signature:

Date: 12/5/05

Customer Initial Date: 12/5/05

Your Electric Bill

We appreciate the opportunity to serve you.

LIFE RUNS ON ENERGY® TECO TAMPA ELECTRIC

Visit our Web site at tampaelectric.com
6671-14073

May Billing Information:

720563

STONECREEK TWNHMS HOA
STONECREEK TWNHMS
TAMPA FL 33647-0000

Account Number
1261 1596310

Statement Date
May 19, 2014

Account Activity	Explanation	Charge	Total
Previous Balance		398.03	
Payments Received - Thank You	*As of May 19, 2014*	-398.03	
			$0.00
New Charges Due by Jun 10, 2014	***Service for 30 days from Apr 15 to May 15***		
Lighting Service Items LS-1	14 Lights, 14 Poles	325.22	
Energy Flat Charge		18.90	
Fuel Charge	616 kWh @ $.03872/kWh	23.80	
Florida Gross Receipts Tax	Based on $42.70	1.12	
Franchise Fee	Based on 6.550%	24.22	
City Tax	On 47.74 (Exempt -47.74)	4.77	
This Month's Charges			**$398.03**
Amount not paid by due date may be assessed a late payment charge.			
Total Due			**$398.03**

To ensure prompt credit, please return stub portion of this bill with your payment Make check payable to Tampa Electnc

720563

TECO TAMPA ELECTRIC

Account No.
1261 1596310

New Charges
$398.03
Payable by Jun 10

Total Bill Amount
$398.03

Mail Payment To:
P.O. Box 31318
Tampa, FL 33631-3318

6671-14073 14073-1043

STONECREEK TWNHMS HOA
12906 TAMPA OAKS BLVD STE 100
TEMPLE TERRACE FL 33637-1154

1 1120 06 1261 1596310 0000398.03

Your Electric Bill

We appreciate the opportunity to serve you.

LIFE RUNS ON ENERGY® TECO TAMPA ELECTRIC

Visit our Web site at tampaelectric.com

6671-14074

May Billing Information:

720564

STONECREEK TOWNHOMES HOA
BASSETT CREEK DR
TAMPA FL 33647-0000

Account Number
1261 1649101

Statement Date
May 19, 2014

Account Activity	Explanation	Charge	Total
Previous Balance		398.03	
Payments Received - Thank You	*As of May 19, 2014*	-398.03	
			$0.00
New Charges Due by Jun 10, 2014	***Service for 30 days from Apr 15 to May 15***		
Lighting Service Items LS-1	14 Lights, 14 Poles	325.22	
Energy Flat Charge		18.90	
Fuel Charge	616 kWh @ $.03872/kWh	23.80	
Florida Gross Receipts Tax	Based on $42.70	1.12	
Franchise Fee	Based on 6.550%	24.22	
City Tax	On 47.74 (Exempt -47.74)	4.77	
This Month's Charges			$398.03
Amount not paid by due date may be assessed a late payment charge.			
Total Due			$398.03

To ensure prompt credit, please return stub portion of this bill with your payment. Make check payable to Tampa Electric.

720564

TECO TAMPA ELECTRIC

Account No.
1261 1649101

New Charges
$398.03
Payable by Jun 10

Total Bill Amount
$398.03

Mail Payment To:
P.O. Box 31318
Tampa, FL 33631-3318

6671-14074 14074-1044

STONECREEK TOWNHOMES HOA
12906 TAMPA OAKS BLVD STE 100
TEMPLE TERRACE FL 33637-1154

1 1110 04 1261 1649101 0000398.03

Consideration: $10.00
Documentary Stamps: $.70

Prepared by:
Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
19321C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

When recorded return to:
Tracy J. Robin, Esq.
STRALEY & ROBIN
1510 West Cleveland Street
Tampa, Florida 33606

INSTRUMENT#: 2015206432, O BK 23307
PG 1867-1873 05/29/2015 at 12:50:11 PM,
DEPUTY CLERK: ADUPREE Pat Frank, Clerk
of the Circuit Court Hillsborough County

WALL, LANDSCAPE AND UTILITY EASEMENT AGREEMENT

THIS WALL, LANDSCAPE AND UTILITY EASEMENT AGREEMENT ("**Agreement**") is made as of May 26, 2015, by **KRUSEN-DOUGLAS L.L.C.**, a Florida limited liability company, whose mailing address is 1414 West Swann Avenue, Suite 100, Tampa, Florida 33606 ("**Grantor**"), to the **K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("**Grantor**"), with reference to the following facts:

A. Grantor is the owner of certain of the real property depicted on and described on **Exhibit A** ("**Wall Easement Area**") and **Exhibit B** attached hereto ("**Utility Easement Area,**" and with the Wall Easement Area, collectively referred to as the "**Easement Areas**").

B. Grantee has constructed a monument sign and installed associated landscaping within the Wall Easement Area, and Grantee has installed associated electrical, lighting and irrigation facilities within the Easement Areas (all such improvements located within the Easement Areas being referred to as the "**Improvements**"), and has requested that Grantor grant to Grantee easements to operate and maintain the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals; Exhibit. The above recitals are true and correct and, together with the Exhibit attached hereto, are incorporated herein by this reference.

2. Grant of Easements. Grantor hereby grants to Grantee, its successors and assigns the following: (a) a perpetual, non-exclusive easement across, over, upon, under and through the Wall Easement Area for purposes of operation, maintenance, repair and replacement of a monument sign, associated landscaping and such utility facility connections comprising the Improvements as are necessary to operate and maintain such monument sign and landscaping; and (b) a perpetual, non-exclusive easement across, over, upon, under and through the Utility Easement Area for purposes of operation, maintenance, repair and replacement of electrical, lighting and irrigation facilities as are necessary or appropriate to serve the monument sign and landscaping located within the Wall Easement Area (collectively, the "**Easements**"). The Easements shall include rights of ingress and egress as may be

reasonably necessary for Grantee and its employees and contractors to access the Easement Areas to facilitate such operation, maintenance, repair and replacement of the Improvements. Any work performed by or on behalf of Grantee pursuant to the Easements shall be performed in a good, workmanlike and lien-free manner.

3. Maintenance and Repair. Grantee shall be responsible for the maintenance and repair of all Improvements installed by or on behalf of Grantee within the Easement Areas. To the extent permitted by law but without waiving its sovereign immunity rights under Section 768.28, *Florida Statutes*, shall indemnify Grantor from and against any and all liability, claims, actions, costs, damage or expenses resulting from Grantee's exercise of its easement rights as set forth herein.

4. Restriction on Use by Grantor. Grantor shall not use the Easement Areas in any manner that interferes with or inhibits Grantee's use thereof as permitted herein, or Grantee's rights hereunder, including, without limitation, the installation therein of any plants, structures or improvements that block the Improvements or Grantee's access thereto.

5. Covenants Running With the Land; Binding Effect. The rights and burdens created hereby shall be appurtenant to and shall constitute covenants running with the land, binding upon Grantor and its successors in title as to the Easement Areas, and inuring to the benefit of Grantee.

6. Amendment; Waiver. This Agreement may only be amended, modified or terminated by an instrument executed by all parties hereto, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

7. Attorneys' Fees. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

8. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hillsborough County, Florida.

9. No Third Party Beneficiaries; No Public Dedication. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The Easements granted hereby and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

10. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble hereof. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, facsimile, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by facsimile, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

11. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Witnesses:

KRUSEN-DOUGLAS, L.L.C.,
a Florida limited liability company

Print Name: Douglas N Jones

By: _____
Andra Douglas, Manager

Print Name: Beverley E. Cline

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15 day of May, 2015, by Andra Douglas, as Manager of Krusen-Douglas, L.L.C., a Florida limited liability company, on behalf of the company. She is [✓] personally known to me or [ ] produced _____ as identification.

NOTARY PUBLIC

M. Sue Donnan
Print or Stamp Name

My Commission Expires: February 24, 2018

NOTARY SEAL:

M. SUE DONNAN
Notary Public - State of Florida
My Comm. Expires Feb 24, 2018
Commission # FF 068125
Bonded Through National Notary Assn.

GRANTOR:

Witnesses:

KRUSEN-DOUGLAS, L.L.C.,
a Florida limited liability company

Christine M. Carr
Print Name: Christine M. Carr

By: _____
W. Andrew Krusen, Jr., Manager

Kimberly A Ford
Print Name: Kimberly A Ford

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26 day of MAY, 2015, by W. Andrew Krusen, Jr., as Manager of Krusen-Douglas, L.L.C., a Florida limited liability company, on behalf of the company. He is [✓] personally known to me or [ ] produced _____ as identification.

M. Sue Donnan
NOTARY PUBLIC

M. SUE DONNAN
Print or Stamp Name

My Commission Expires: FEBRUARY 24, 2018

NOTARY SEAL:

M. SUE DONNAN
Notary Public - State of Florida
My Comm. Expires Feb 24, 2018
Commission # FF 068125
Bonded Through National Notary Assn.

GRANTEE:

Witnesses:

Print Name: Brady Lefevy

Print Name: Tracy Robin

K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes

By: Betty Valenti

Name: BETTY VALENTI

Title: Chairman

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20 day of May, 2015, by Betty Valenti, as Chairman of the K-Bar Ranch Community Development District, a special purpose unit of local government organize dand existing under Chapter 190, Florida Statutes, on behalf of the entity. He/She is [✓] personally known to me or [__] produced _____ as identification.

NOTARY PUBLIC

Print or Stamp Name

My Commission Expires:_____

NOTARY SEAL:

Notary Public State of Florida
Tracy J Robin
My Commission FF 122593
Expires 06/12/2018

Exhibit "A"

DESCRIPTION:

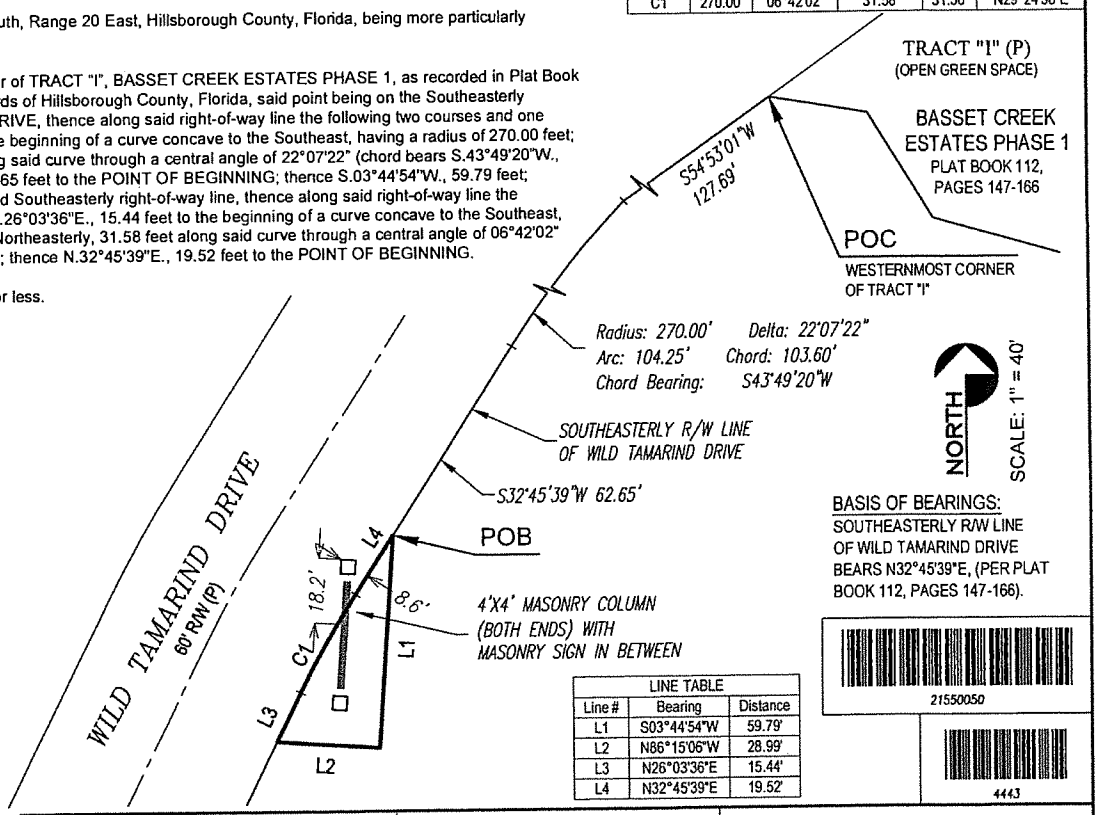
DESCRIPTION SKETCH (Not a Survey)

A portion of Section 4, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost corner of TRACT "I", BASSET CREEK ESTATES PHASE 1, as recorded in Plat Book 112, pages 147-166 of the Public Records of Hillsborough County, Florida, said point being on the Southeasterly right-of-way line of WILD TAMARIND DRIVE, thence along said right-of-way line the following two courses and one curve: S.54°53'01"W., 127.69 feet to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Southwesterly, 104.25 feet along said curve through a central angle of 22°07'22" (chord bears S.43°49'20"W., 103.60 feet); thence S.32°45'39"W., 62.65 feet to the POINT OF BEGINNING; thence S.03°44'54"W., 59.79 feet; thence N.86°15'06"W., 28.99 feet to said Southeasterly right-of-way line, thence along said right-of-way line the following two courses and one curve: N.26°03'36"E., 15.44 feet to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Northeasterly, 31.58 feet along said curve through a central angle of 06°42'02" (chord bears N.29°24'38"E., 31.56 feet); thence N.32°45'39"E., 19.52 feet to the POINT OF BEGINNING.

Containing 926.25 Square Feet, more or less.

CURVE TABLE					
Curve #	Radius	Delta	Arc/Length	Chord	Chord Bearing
C1	270.00'	06°42'02"	31.58'	31.56'	N29°24'38"E



LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

BASIS OF BEARINGS:

SOUTHEASTERLY R/W LINE OF WILD TAMARIND DRIVE BEARS N32°45'39"E, (PER PLAT BOOK 112, PAGES 147-166).

LINE TABLE		
Line #	Bearing	Distance
L1	S03°44'54"W	59.79'
L2	N86°15'06"W	28.99'
L3	N26°03'36"E	15.44'
L4	N32°45'39"E	19.52'

21550050

4443

NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.

2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.

3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

Drawn: MAC | Checked: [illegible] | Client No: 4443
Original No.: 21550050 | Current No.: 21550050

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R. Fowler 3/18/15
SCOTT R. FOWLER DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 3-06-15

LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lasc.com | LB. 3913

Sec.: 4 Twp.: 27 S. Rge.: 20 E.

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Exhibit "B"

DESCRIPTION:

DESCRIPTION SKETCH (Not a Survey)

NORTH

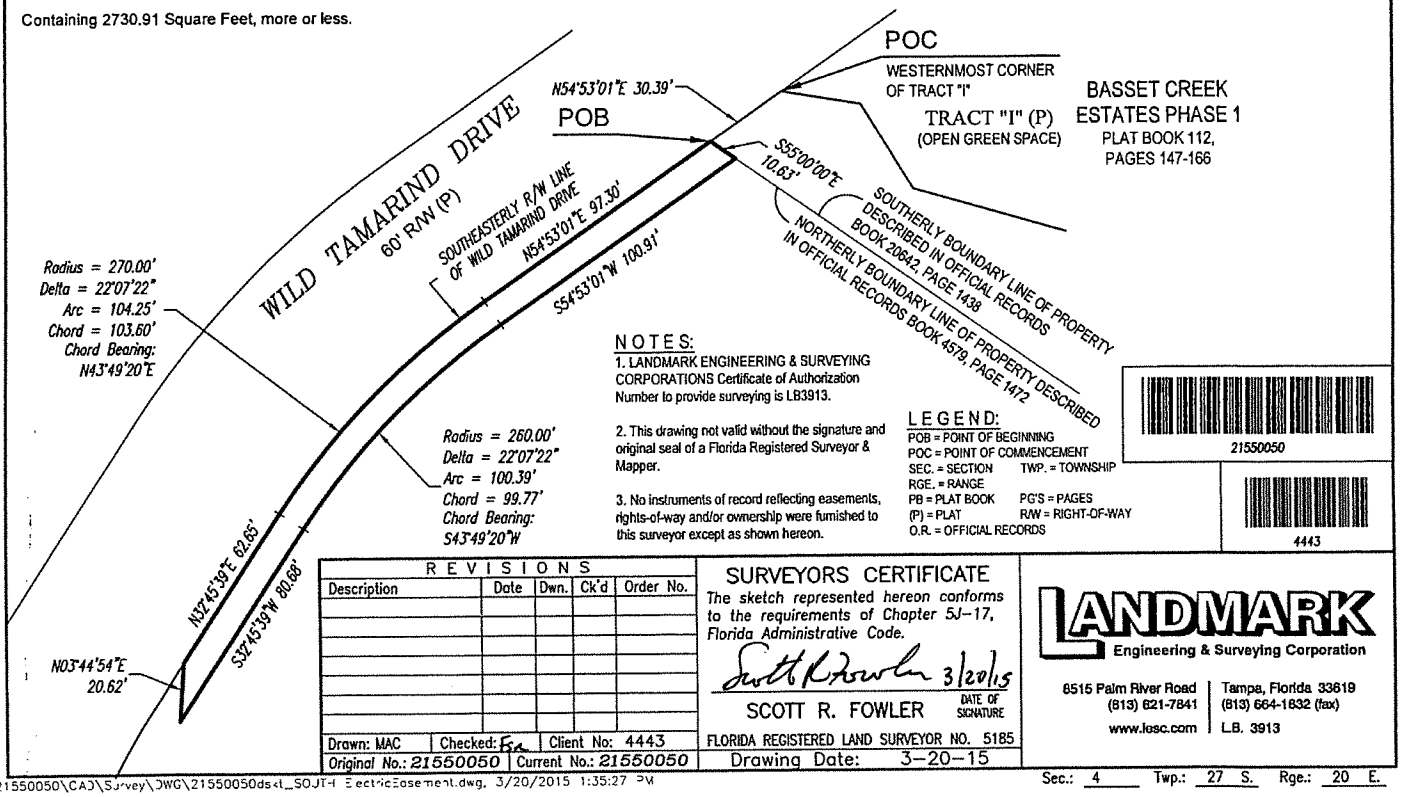
SCALE: 1" = 50'

A portion of Section 4, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Westernmost corner of TRACT "I", BASSET CREEK ESTATES PHASE 1, as recorded in Plat Book 112, pages 147-166 of the Public Records of Hillsborough County, Florida, said point being on the Southeasterly right-of-way line of WILD TAMARIND DRIVE; thence S.54°53'01"W., 30.39 feet along said right-of-way line to the Northerly boundary line of property described in Official Records Book 4579, Page 1472, of the Public Records of Hillsborough County, Florida and the Southerly boundary line of property described in Official Records Book 20642, Page 1438, of the Public Records of Hillsborough County, Florida; thence S.55°00'00"E., 10.63 feet along said Northerly and Southerly boundary lines; thence S.54°53'01"W., 100.91 feet to the beginning of a curve concave to the Southeast, having a radius of 260.00 feet; thence Southwesterly, 100.39 feet along said curve through a central angle of 22°07'22" (chord bears S.43°49'20"W., 99.77 feet); thence S.32°45'39"W., 80.68 feet; thence N.03°44'54"E., 20.62 feet to said Southeasterly right-of-way line of WILD TAMARIND DRIVE, thence along said right-of-way line the following two courses and one curve: N.32°45'39"E., 62.65 to the beginning of a curve concave to the Southeast, having a radius of 270.00 feet; thence Northeasterly, 104.25 feet along said curve through a central angle of 22°07'22" (chord bears N.43°49'20"E., 103.60 feet); thence N.54°53'01"E., 97.30 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS:
SOUTHEASTERLY R/W LINE OF WILD TAMARIND DRIVE BEARS N32°45'39"E, (PER PLAT BOOK 112, PAGES 147-166).

Containing 2730.91 Square Feet, more or less.



NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.
2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

21550050

4443

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.

Drawn: MAC | Checked: [illegible] | Client No: 4443
Original No.: 21550050 | Current No.: 21550050

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R. Fowler 3/20/15

SCOTT R. FOWLER — DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 5185

Drawing Date: 3-20-15

LANDMARK
Engineering & Surveying Corporation
6515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1632 (fax)
www.lesc.com | L.B. 3913

J:\21550050\CAD\Survey\DWG\21550050dsk1_SOUTH ElectricEasement.dwg, 3/20/2015 1:35:27 PM

Sec.: 4 Twp.: 27 S. Rge.: 20 E.

INSTRUMENT#: 2015216698, O BK 23324
PG 1628-1630 06/05/2015 at 03:16:12 PM,
DEPUTY CLERK: MTERRELL Pat Frank, Clerk
of the Circuit Court Hillsborough County

Prepared by and to be returned to:
Tracy J. Robin, Esq.
Straley & Robin
1510 W. Cleveland St.
Tampa, Florida 33606

UTILITY EASEMENT

This Utility Easement is given as of the 22 day of May, 2015, by **K-BAR 184 LLC**, a Florida limited liability company, whose mailing address 14824 N Florida Avenue Tampa, Florida 33613 (the **"Grantor"**), to the **K-Bar Ranch Community Development District**, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, Florida 33614, (the **"Grantee"**).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant unto the Grantee, its successors and assigns, a nonexclusive utility easement for the purpose of constructing, installing, repairing, maintaining, and reconstructing subsurface utilities over and across certain the property located in Hillsborough County, Florida, legally described in **Exhibit "A"** attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claming by, through or under said Grantor.

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

This easement was prepared at the direction of the Grantor without the benefit of a title search.

Witnesses:

Vanderlyn Brown
(Print Name)

Jamie R Goodman
JAMIE R. GOODMAN
(Print Name)

Grantor

By: _____

Name: Timothy F. Mobley

Title: Manager - K-Bar 184 LLC

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 22 day of May, 2015, by Timothy F. Mobley, Manager of K-BAR 184 LLC, a Florida limited liability company, for and on behalf of the company who is [✓] personally known to me or [ ] has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

VANDERLYN BROWN
MY COMMISSION # FF 118786
EXPIRES: May 4, 2018
Bonded Thru Pichard Insurance Agency

(Print, Type or Stamp Commissioned Name of Notary Public)

Exhibit "A"

DESCRIPTION SKETCH (Not a Survey)

NORTH

SCALE: 1" = 30'

LEGEND:
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK PG'S = PAGES
(P) = PLAT R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

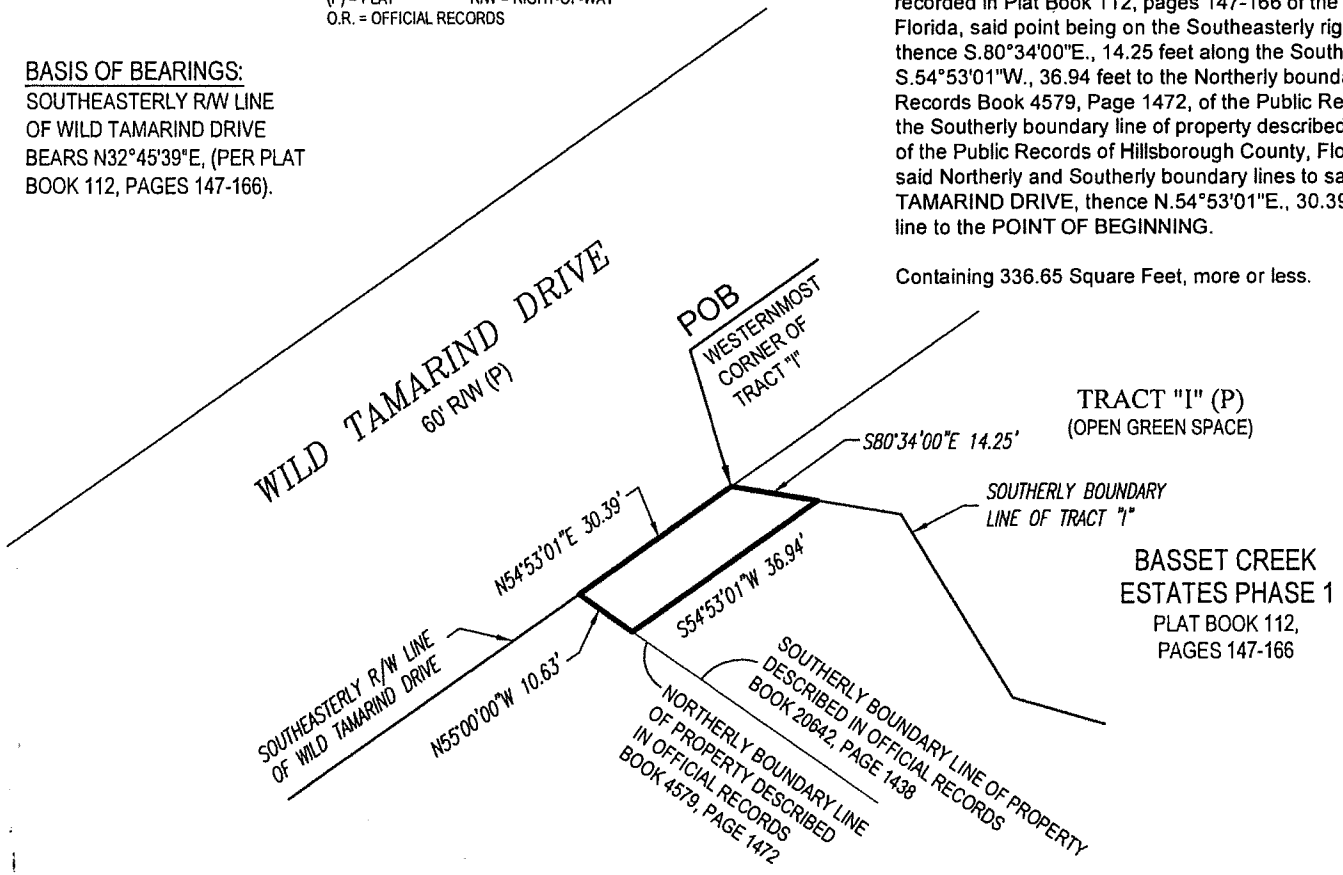
BASIS OF BEARINGS:
SOUTHEASTERLY R/W LINE OF WILD TAMARIND DRIVE BEARS N32°45'39"E, (PER PLAT BOOK 112, PAGES 147-166).

DESCRIPTION:

A portion of Section 4, Township 27 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Westernmost corner of TRACT "I", BASSET CREEK ESTATES PHASE 1, as recorded in Plat Book 112, pages 147-166 of the Public Records of Hillsborough County, Florida, said point being on the Southeasterly right-of-way line of WILD TAMARIND DRIVE; thence S.80°34'00"E., 14.25 feet along the Southerly boundary line of said TRACT "I"; thence S.54°53'01"W., 36.94 feet to the Northerly boundary line of property described in Official Records Book 4579, Page 1472, of the Public Records of Hillsborough County, Florida and the Southerly boundary line of property described in Official Records Book 20642, Page 1438, of the Public Records of Hillsborough County, Florida; thence N.55°00'00"W., 10.63 feet along said Northerly and Southerly boundary lines to said Southeasterly right-of-way line of WILD TAMARIND DRIVE, thence N.54°53'01"E., 30.39 feet along said Southeasterly right-of-way line to the POINT OF BEGINNING.

Containing 336.65 Square Feet, more or less.



21550050

4443

NOTES:
1. LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying is LB3913.

2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.

3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

REVISIONS				
Description	Date	Dwn.	Ck'd	Order No.
Drawn: MAC	Checked: FSR	Client No: 4443		
Original No.: 21550050	Current No.: 21550050			

SURVEYORS CERTIFICATE
The sketch represented hereon conforms to the requirements of Chapter 5J-17, Florida Administrative Code.

Scott R Fowler 3/20/15
SCOTT R. FOWLER DATE OF SIGNATURE
FLORIDA REGISTERED LAND SURVEYOR NO. 5185
Drawing Date: 3-20-15

LANDMARK
Engineering & Surveying Corporation
8515 Palm River Road | Tampa, Florida 33619
(813) 621-7841 | (813) 664-1832 (fax)
www.lesc.com | L.B. 3913

J:\21550050\CAD\Survey\DWG\21550050dskt_NORTH ElectricEasement.dwg, 3/20/2015 12:34:13 PM

Sec.: 4 Twp.: 27 S. Rge.: 20 E.

K-Bar Parkway Landscaping License Agreement

This K-Bar Parkway Landscaping License Agreement (this "**Agreement**") is made as of May 9, 2019, between the **K-Bar Ranch Community Development District**, a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes (the "**District**"), whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 and **Heron Preserve Community Association, Inc.**, a Florida non-profit corporation (the "**Association**"), whose mailing address is 12906 Tampa Oaks Blvd. Suite 100, Temple Terrace, FL 33637.

Background Information

The Association owns and maintains certain property located on K-Bar Ranch Parkway within the District's boundaries as shown in the map attached hereto as **Exhibit A** (the "**Association Property**"). The District and the Association desire for the landscaping within the community to be maintained on a regular schedule and in an aesthetically similar fashion. To further this goal, the District, K-Bar Ranch II Community Development District ("**K-Bar II**"), and the City of Tampa are expected to enter into an Interlocal Agreement for maintenance of certain common areas (the "**Interlocal Agreement**"). The District and the Association desire for the Association Property to be included in common area to be maintained under the Interlocal Agreement.

Operative Provisions

1. **Recitals**. The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.

2. **Grant of License**. The Association hereby grants to the District a non-exclusive license over, across, and around the Association Property for purposes of landscape maintenance ("**License**"). The License shall include rights of ingress and egress as may be reasonably necessary for the District, and its employees, contractors, or assigns, to access the Association Property to facilitate such services. Any work performed by or on behalf of the District pursuant to the License shall be performed in accordance with all applicable governmental standards and regulations and performed in a good, workmanlike, and lien-free manner.

3. **Landscape Maintenance**. The District shall be responsible, at its sole cost, for the landscape maintenance of the Association Property.

4. **Restriction on Use by the Association**. The Association shall not use the Association Property in any manner that interferes with the District's rights hereunder.

5. **Term and Termination**. The initial term of this Agreement is for one year from the date of this Agreement. This Agreement shall renew automatically for subsequent one-year terms unless terminated. Either party may terminate this Agreement, upon 120 days' advance written notice to the other party.

6. **Covenants Run With the Land**. The rights and burdens created hereby shall be appurtenant to and shall constitute covenants running with the land, binding upon the Association, and their successors in title as to the Association Property and inuring to the benefit of the District.

7. **Amendments**. This Agreement may only be modified by a mutual agreement of the parties, or their respective successors or assigns.

8. **No Waiver.** No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

9. **Enforcement of Agreement**. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

10. **Governing Law and Venue**. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hillsborough County, Florida.

11. **No Third Party Beneficiaries**. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.

12. **No Public Dedication.** The License granted hereby and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

13. **Consent to Assignment**. The Association hereby consents to the assignment of the District's obligations hereunder to the K-Bar II, by virtue of the Interlocal Agreement, and authorizes K-Bar II the right of use and access over, on, in and to the Association Property for the purposes set forth in this Agreement.

14. **Counterparts**. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Heron Preserve Community Association, Inc.

Craig Margelowsky
President

K-Bar Ranch Community Development District

Frank Morales
Chair of the Board of Supervisors

INSTRUMENT#: 2019443172, BK: 27029 PG: 371 PGS: 371 - 381 10/15/2019 at 11:21:34 AM, DEPUTY CLERK:NTIRADO Pat Frank,Clerk of the Circuit Court Hillsborough County

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INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TAMPA, K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT AND K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

THIS INTERLOCAL AGREEMENT (the "**Agreement**") is made as of this 13th day of September 2019, by and between the City of Tampa (the "**City**"), K-BAR RANCH COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district created pursuant to Chapter 190, Florida Statutes ("**K-Bar**") and K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT, also a community development district created pursuant to Chapter 190, Florida Statutes ("**K-Bar II**").

WHEREAS, K-Bar and K-Bar II (collectively, the "**Districts**") are master-planned communities located adjacent to each other within the boundaries of the City of Tampa, Florida; and

WHEREAS, the road right of way for the following roads (collectively, the "**Roads**") located within the district boundary for K-Bar are formally dedicated to or are owned by the City:

a. Basset Creek Drive
b. Climbing Aster Drive
c. Early Violet Drive
d. K-Bar Ranch Parkway
e. Mistflower Lane
f. Pepper Grass Drive
g. Pigeon Plum Way
h. Sweet Clover Lane
i. Verdant Pasture Way
j. Water Maple Drive
k. Wild Tamarind Drive
l. Yellow Clover Drive

WHEREAS, the developers of K-Bar provided enhancements to the landscaping along the Roads for the benefit of the residents in K-Bar, which exceed the City's standard level of service for City streets and roads;

WHEREAS, K-Bar desires to maintain the landscaping and irrigation ("**Landscape Improvements**") and the street lighting ("**Street Lighting**", and collectively with the Landscape Improvements, the "**Aesthetic Improvements**") along the Roads and a portion of the stormwater pond banks within K-Bar, to ensure uniformity of appearance for the benefit of the property owners in the Districts, and the City has consented to grant such authority pursuant to the terms of this Agreement; and

WHEREAS, on or about July 21st, 2017, the City and K-Bar II entered into an Interlocal Agreement through which K-Bar II obtained authority from the City to, among other things, access and maintain the landscaping on certain City roads located in K-Bar II, including without limitation the segment of K-Bar Ranch Parkway located in K-Bar II; and

WHEREAS, the Districts desire to enter into an Interlocal agreement for maintenance of certain improvements (the "**Maintained Improvements**") in the K-Bar Ranch Parkway segments traversing their respective Districts and a portion of the stormwater pond banks within K-Bar, for

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the purpose of achieving cost efficiencies and to ensure the uniformity of appearance and the maintenance of the Maintained Improvements, in the respective areas designated within **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein, and for assigning the administrative responsibility for the maintenance thereof to K-Bar II, and sharing the associated costs proportionately between the Districts; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits the City, K-Bar and K-Bar II to enter into an Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the parties have executed this Agreement for the purposes set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the covenants and undertakings hereinafter set forth, the parties hereto agree, as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement by reference and are made a part hereof.

2. K-Bar's Authority to Maintain Infrastructure within City Roads.

a. Use and access. The City hereby grants K-Bar a perpetual right of use and access over, on, in and to the City's Roads for the purposes set forth in this Agreement, pursuant to the terms of this Agreement.

b. Landscape Maintenance Agreement. K-Bar shall, with respect to the Landscape Improvements located in the right of way for the Roads ("**ROW**"), periodically inspect annuals, plants and foliage permitted under the Tampa City Code for landscaping and streetscaping, as well as the irrigation system, and when necessary remove and replace dead and diseased annuals and plants (except grand or protected trees, the management of which shall be consistent with the City's Tree Code), prune and mow overgrowth of any sort and make repairs to the irrigation system. K-Bar shall water, fertilize and otherwise care for and maintain all permitted or allowed annuals, plants, foliage and ground cover located in the ROW. K-Bar shall not allow any annuals, plant, foliage or ground cover to become an obstruction or hindrance to vehicular, pedestrian or other uses of the ROW, and shall maintain view corridors for vehicular traffic in accordance with City and State standards.

c. Wall Maintenance Agreement. K-Bar shall maintain and perform any repairs as necessary on the wall located within the ROW and more specifically located within Tract J of K-Bar Ranch Parkway Segment C, according to the plat thereof recorded in Plat Book 130 Pages 158-162 of the Public Records of Hillsborough County, Florida.

d. Street Lighting Maintenance Agreement. K-Bar shall operate and maintain the Street Lighting located on the ROW.

e. Inspection. K-Bar shall periodically inspect and maintain, repair and replace, as necessary, the Aesthetic Improvements constructed and/or installed in and along the ROW. K-Bar acknowledges and agrees to obtain any and all permits necessary to maintain and repair the Aesthetic Improvements.

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f. Permits Required. K-Bar shall be required to obtain ROW Use Permits from the City prior to performing any work within the City's ROW.

g. Liability; Indemnification. K-Bar acknowledges and hereby assumes any and all risks incident to the installation, repair, or maintenance of the Aesthetic Improvements now or hereafter installed in the ROW, not arising from the City's gross negligence or willful misconduct. In addition, except to the extent arising from the City's gross negligence or willful misconduct, K-Bar shall defend, indemnify and hold the City harmless from any claim, demand, lawsuit or cause arising from death or injury to any person or loss, damages or injury to any property directly caused by, arising from, or otherwise growing out of or resulting directly from K-Bar's installation, repair or maintenance of the Aesthetic Improvements in the ROW, including costs, attorney's fees (at trial or on appeal) and all other reasonable expenses incurred in defending any such claim, subject to the limitations of Section 768.28, Florida Statutes, or such similar or successor statutes.

h. Requests for Information. Within thirty (30) days following any request from a party hereto, the other party shall deliver a statement executed and acknowledged by such other party, in form reasonably satisfactory to the requesting party, stating to the best of such other party's knowledge whether any party hereto is in default hereunder, whether any corrective action requested to be taken has occurred or when such action will occur, and such other information as the requesting party may reasonably request.

i. Termination. The Agreement set forth in this Section 2, may be terminated by K-Bar or the City at any time upon ninety (90) day's advance written notice to the other party, provided, however, that in the event such termination notice is predicated upon an event of default, K-Bar shall have thirty (30) days after receipt of written notice from the City to correct such default, and if the default is not curable within such period of time, a reasonable period of additional time to cure the default provided K-Bar makes a diligent effort and is acting in good faith.

3. Shared Maintenance of K-Bar Ranch Parkway and Stormwater Pond Banks.

a. Maintenance Agreement. K-Bar II hereby agrees to assume and shall be fully responsible for K-Bar's obligations to maintain, repair and replace the Maintained Improvements along the segment of K-Bar Ranch Parkway located within K-Bar ("**K-Bar's Parkway**"), in accordance with the requirements of Section 2(b) and 2(c) above as shown in Exhibit "A" and Exhibit "B". The Maintained Improvements shall be maintained in a neat and attractive condition, and good repair.

b. Consent to Assignment. The City hereby consents to the assignment of K-Bar's obligations to maintain the Maintained Improvements along K-Bar's Parkway, and authorizes K-Bar II the right of use and access over, on, in and to K-Bar's Parkway for the purposes set forth in this Agreement.

c. Mowing of Stormwater Pond Banks. K-Bar II hereby agrees to assume and shall be fully responsible to maintain the Maintained Improvements along the stormwater pond banks located within K-Bar ("**Pond Banks**") as shown in Exhibit "A" and Exhibit "B" and in accordance with industry standards and best management practices (including a "no mow zone" that is no greater than 20 inches wide and 10 inches high), such as IFAS. For purposes of this subsection, the maintenance is expected to consist of mowing, fertilizing, application of turf

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pesticide/herbicide and pest control, and maintenance of the irrigation. The Maintained Improvements shall be maintained in a neat and attractive condition, and good repair.

d. Reimbursement. K-Bar shall bear the costs ("**Reimbursement Costs**") incurred by K-Bar II for maintenance, repair and replacement of the Maintained Improvements along K-Bar's Parkway and the Pond Banks (the "**Work**"), and agrees to pay K-Bar II the Reimbursement Costs for the Work within thirty (30) days after receipt of each written invoice or statement for the actual costs incurred, without any markup. K-Bar II shall provide K-Bar with copies of all contracts relating to the Work within 10 days after receipt of any written request. On or before May 1st of each year, K-Bar II shall provide a good faith cost estimate for Work during next ensuing fiscal year, and K-Bar shall include such costs in its annual budget.

e. Cost Sharing. K-Bar's Reimbursement Costs shall be determined by a percentage fraction, the numerator of which shall be the actual square footage, as it exists from time to time, of the Maintained Improvements along within K-Bar's Parkway and the Pond Banks, and the denominator of which shall be the total square footage of the K-Bar Ranch Parkway and Pond Bank area maintained by K-Bar II, as it exists from time to time, under applicable contracts. Notwithstanding the square footage estimated by any contractor, the square footages of the respective areas shall be determined by agreement of the Districts' engineers. The parties acknowledge the square footages may change from time to time and require periodic adjustment, it being the intent of the Districts to share the Reimbursement Costs on a pro-rata basis.

f. Contract Administration. K-Bar II shall engage licensed (when required) and qualified contractors to perform the Work on a regularly scheduled basis and as otherwise required, after first obtaining not less than three (3) competitive proposals, whenever practical and as required by law. K-Bar II shall be solely responsible for performance of the Work and administration of all related contracts. In the event such contracts include services beyond the scope of the Maintained Improvements and/or extend physically beyond the agreed upon area for the K-Bar Ranch Parkway or Pond Banks, each such contract shall identify and itemize the costs associated with the Maintained Improvements maintained in the K-Bar Ranch Parkway or Pond Banks, and the areas maintained.

g. Inspection and Approvals. K-Bar II shall periodically inspect and maintain, repair and replace, as necessary, the Maintained Improvements in the areas depicted in Exhibit "A" and Exhibit "B" within K-Bar's Parkway and the Pond Banks in K-Bar, and obtain all necessary permits, easements and consents prior to commencing the Work. Notwithstanding replacements, no new improvements shall be installed along K-Bar's Parkway or the Pond Banks without first obtaining K-Bar's and K-Bar II's written consent, which shall not be unreasonably withheld, and all proper permits and authorizations from the City or otherwise.

h. Liability; Indemnification. K-Bar II acknowledges and hereby assumes any and all risks incident to the Work, not otherwise arising from K-Bar's or the City's gross negligence or willful misconduct. In addition, except to the extent arising from K-Bar's or the City's gross negligence or willful misconduct, K-Bar II shall defend, indemnify and hold K-Bar and the City harmless from any claim, demand, lawsuit or cause arising from death or injury to any person or loss, damages or injury to any property directly caused by, arising from, or otherwise growing out of or resulting from K-Bar II's Work, including costs, attorney's fees (at trial or on appeal), and all other reasonable expenses incurred in defending any such claim, subject to the limitations of applicable law, including but not limited to Section 768.28, Florida Statutes, or such similar or

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successor statutes. The parties acknowledge that nothing contained herein shall constitute a waiver of the respective parties sovereign immunity protections.

i. Term. The term of the agreement between the Districts set forth in this Section 3, shall be from year to year, and shall renew automatically; provided, however, the agreement may be terminated at any time by either district, upon not less than one hundred twenty (120) day's advance written notice to the other district.

4. Effective Date. This Agreement shall take effect upon execution by all parties hereto.

5. Amendments. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved by each party's respective governing body, and only if properly executed by all the parties hereto.

6. Assignment. The Districts shall not assign or transfer their respective rights or obligations under this Agreement to any unit of local government, political subdivision, agency of the State of Florida, or other party, without the prior written consent of the City.

7. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Hillsborough County, Florida.

9. Counterparts. This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. Authorization. Each party does hereby represent, warrant and covenant to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting.

11. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

12. Full Agreement; Recording with the Clerk of Circuit Court. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. As required by Chapter 163 of Florida Statutes, this Agreement shall be recorded with the Clerk of the Circuit Court for Hillsborough County. The Districts shall record this Agreement and any amendments hereto.

13. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally

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delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by e-mail transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the City: Ms. Susan Johnson
Department of Land Development Coordination
1400 North Blvd.
Tampa, FL 33607

With copy to: City Attorney
315 E. Kennedy Blvd., 8th Floor
Tampa, FL 33602

If to K-Bar: K-Bar Ranch CDD
c/o Angel Montagna, District Manager
Rizzetta & Company
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
e-mail: amontagna@rizzetta.com

With copy to: Vivek K. Babbar, Esq.
Straley Robin Vericker
1510 W. Cleveland Street
Tampa, FL 33606
e-mail: vbabbar@srvlegal.com

If to K-Bar II: K-Bar Ranch CDD II
c/o Angel Montagna, District Manager
Rizzetta & Company
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
e-mail: amontagna@rizzetta.com

With copy to: Andrew H. Cohen, Esquire
Persson, Cohen and Mooney, P.A.
6853 Energy Court
Lakewood Ranch, Florida 34240
e-mail: acohen@swflgovlaw.com

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature pages to follow]

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WHEREFORE, the City, K-Bar, and K-Bar II have executed this Interlocal Agreement as of the date and year first above written.

K-BAR RANCH
COMMUNITY DEVELOPMENT DISTRICT

By: _____
Frank Morales
Chair of the Board of Supervisors

_____
Witness

_____
Witness

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Frank Morales, as Chair of the Board of Supervisors, for and on behalf of the K-Bar Ranch Community Development District, [ ] who is personally known or [ ] has produced _____ as identification.

_____
Notary Public Signature

Notary Public State of Florida
Jordan N Murtha-Lansford
My Commission GG 232732
Expires 08/27/2022

_____
Notary Stamp

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K-BAR RANCH II
COMMUNITY DEVELOPMENT DISTRICT

By: Betty Valenti
Betty Valenti
Chair of the Board of Supervisors

Witness William Pizor

Witness MICHELLE A MAZUR

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of May 2019, by Betty Valenti, as Chair of the Board of Supervisors, for and on behalf of the K-Bar Ranch II Community Development District, [✓] who is personally known or [ ] has produced _____ as identification.

Laureen Dunn
Notary Public Signature

LAUREEN DUNN
MY COMMISSION # FF 986837
EXPIRES: August 27, 2020
Bonded Thru Notary Public Underwriters

Notary Stamp

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CITY OF TAMPA

Witness

By: _____
Jane Castor, Mayor

Witness

ATTEST:

~~City Clerk~~/Deputy City Clerk

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13th day of September 2019, by Jane Castor, as Mayor of the City of Tampa, for and on behalf of the City, [✓] who is personally known or [ ] has produced _____ as identification.

Notary Public Signature

DEBRA F. ROTOLO
MY COMMISSION # FF 953393
EXPIRES: February 25, 2020
Bonded Thru Budget Notary Services

Notary Stamp

PREPARED AND APPROVED AS TO LEGAL SUFFICIENCY BY:

KRISTIN M.T. MORA
ASSISTANT CITY ATTORNEY

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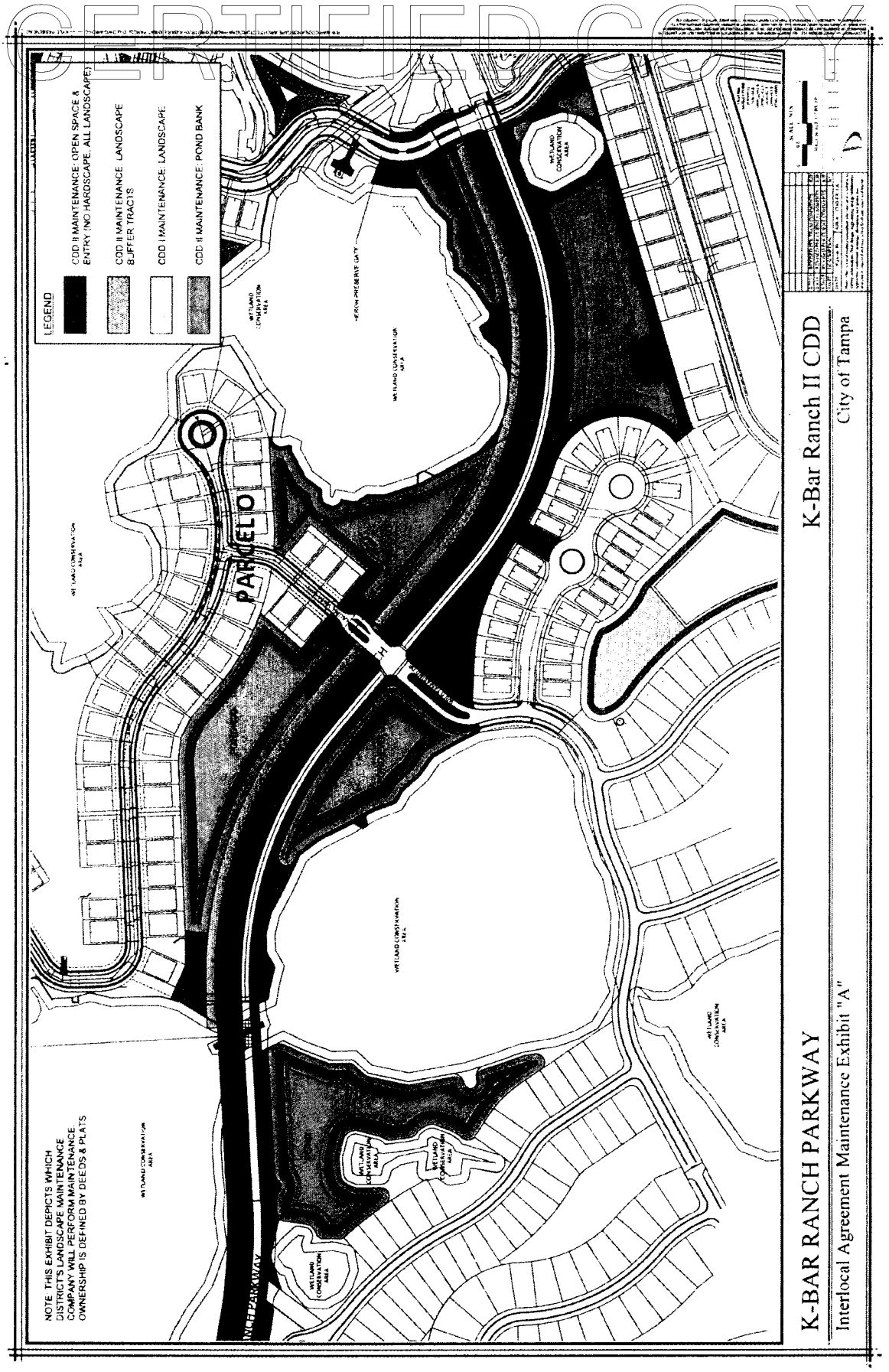

K-BAR RANCH PARKWAY

Interlocal Agreement Maintenance Exhibit "A"

K-Bar Ranch II CDD

City of Tampa

DATE	DESCRIPTION	BY
2/22/19	REVISED PER TEAM COMMENTS	KJP
2/4/19	REVISED PER CLIENT COMMENTS	KJP
9/26/18	REVISED PER CLIENT COMMENTS	KJP

DATE: 2018-08-30 JOB #: CDD-KR-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: NTS

0 0.5 1 2

HALF SCALE 11" BY 17"

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone:(813) 253-5311
www.HeidtDesign.com

R:\K-BAR\CDD\LANDSCAPE ARCHITECTURE\GRAPHICS\EXHIBITS\XR-K-BAR-EXHIBIT PARCEL O-Q.DWG-ARCH-D ---- ---- KYLE PASSENEAU

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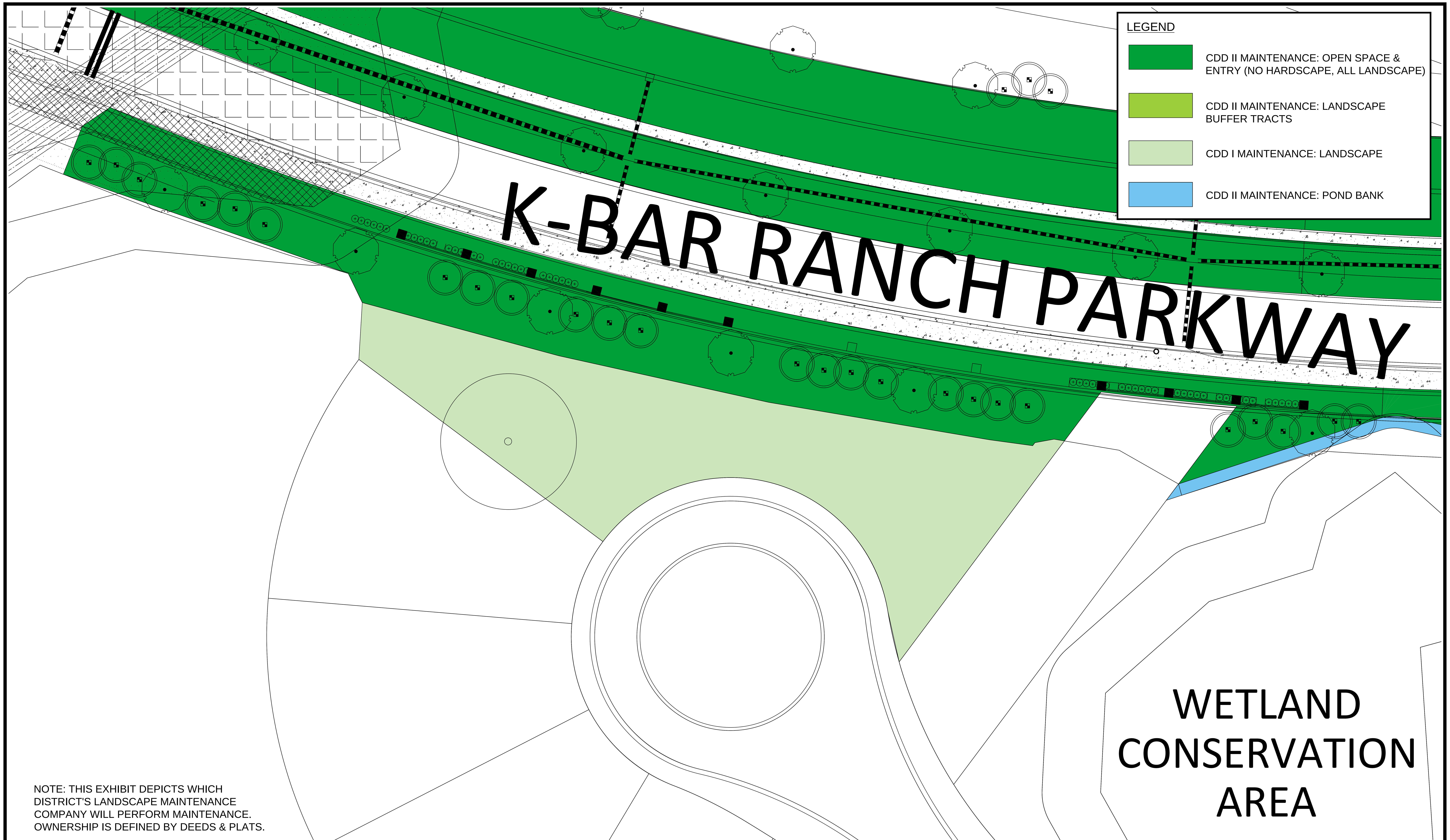

K-BAR RANCH PARKWAY

Interlocal Agreement Maintenance Exhibit "B"

K-Bar Ranch II CDD

City of Tampa

DATE	DESCRIPTION	BY
2/22/19	REVISED PER TEAM COMMENTS	KJP
2/4/19	REVISED PER CLIENT COMMENTS	KJP
9/26/18	REVISED PER CLIENT COMMENTS	KJP

DATE: 2018-08-30 JOB #: CDD-KR-1001

Note: This is a preliminary/conceptual site plan and is subject to survey information, final design, engineering and governmental approvals, additional drainage, floodplain and grand tree analysis is required and may affect final unit totals and layout.

SCALE: 1" = 20'
0 10 20 40
HALF SCALE 11" BY 17"

HEIDT DESIGN
5904-A Hampton Oaks Parkway
Tampa, FL 33610
Phone: (813) 253-5311
www.HeidtDesign.com

R:\K-BAR\CDD\LANDSCAPE ARCHITECTURE\GRAPHICS\EXHIBITS\XR-K-BAR-EXHIBIT PARCEL O-Q.DWG-ARCH-D (2) ---- ---- KYLE PASSENEAU

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Stone Creek Stormwater Ponds, Wetland, and Mitigation Area Maintenance Agreement

This Stone Creek Stormwater Ponds, Wetland, and Mitigation Area Maintenance Agreement (this "**Agreement**") is entered into as of September 1, 2019, by and between the **K-Bar Ranch Community Development District** (the "**District**"), a special purpose unit of local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Rizzetta & Company 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, and the **Stone Creek Townhomes Owners' Association, Inc.**, a Florida non-profit corporation, whose mailing address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 (the "**Association**").

Background Information

The developer of the Stonecreek Townhomes community within the District developed 3 stormwater ponds, one wetland, and one wetland mitigation area that are platted and legally described as: Tracts C, D-1, D-2, and D-3 of the Stonecreek Townhomes, according to the plat thereof recorded in Plat Book 108, Pages 231 through 236 (the "**Property**"). The developer originally caused the Association to contract for the maintenance services of the Property. The District is responsible for most, if not all, of the stormwater ponds, wetlands, and wetland mitigation areas within the District. The District and the Association have been working together to ensure the developer conveys the ownership of the Property to the District since it would make economic and practical sense for the District to be responsible for the maintenance of the Property. The developer has agreed to execute a quit claim deed for the Property in favor of the District. The District has not budgeted for the maintenance of the Property for its upcoming fiscal year and the Association has agreed to remain responsible for maintaining the Property until the District is able to budget for the maintenance of the property in its fiscal year starting October 1, 2020.

Operative Provisions

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.

2. **Maintenance of Property.** The Association will engage with reputable, licensed, insured, and professional contractors to service the Property for routine aquatic maintenance of the stormwater ponds and all other services necessary for the Property to remain in compliance with permit requirements. The Association will timely pay all invoices from contractors with whom the Association has contracted with to service the Property.

3. **Inspection.** The Association shall conduct regular inspections of the Property and shall correct any irregularities in accordanee with the terms of this Agreement.

4. **Liens and Claims**. No rights ereated herein shall permit or empower the Association to encumber the Property with liens arising from the services contemplated herein. In this regard, the Association will not permit any lien to be placed upon or against the Property, and, in case of any such construction lien attaching, shall immediately pay and remove the same.

5. **Investigation and Report of Accidents/Claims.** The Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim.

6. **Compliance with Laws and Regulations**. The Association shall perform all services in accordance with local, State and Federal laws, rules, governmental regulations, ordinances, best management practices, and in accordance with all requirements of Florida law pertaining to governmentally owned property, including, without limitation, Florida's Public Records Law. Within 3 business days following receipt, any party shall each promptly deliver and provide to the other party copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to the Property.

7. **Relinquishment of Interests and Permits**. Upon termination of this Agreement, the Association agrees to automatically relinquish any interest it has in the Property, cease any services to the Property, and to the extent necessary, the Association will cooperate and assist the District by consenting to and executing any documents necessary for transferring any interests or permits to the District.

8. **Term**. The term of this Agreement shall run from the date of this Agreement to October 1, 2020 upon which this Agreement shall automatically terminate and the District will be responsible for the Property.

9. **Relationship Between the Parties**. It is understood that the Association is an independent entity and shall perform the services contemplated under this Agreement. As an independent entity, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Association and the District. The Association shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Association assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Association during the performance of services to the District.

10. **Public Records**. The Association understands and acknowledges that all documents of any kind relating to this Agreement may be subject to Chapter 119, Florida Statutes, Florida's Public Records law, and shall be treated as such by the Association in accordance with Florida law. As such, the Association shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Records substantiating expenditures on behalf of the maintenance of the Well shall be made available within 10 business days following receipt of request.

11. **Compliance with Laws and Regulations.** The Association shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. Inspections by the health department or an independent consultant may be performed on a periodic basis. Failure to comply with health department standards or the stipulations of this Agreement may result in immediate termination. Any fees or fines incurred or

imposed by the health department due to non-compliance and/or failure of an inspection shall be borne solely by the Association.

12. **Insurance**. The Association shall carry commercial general liability insurance of no less than $1,000,000. The Association shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a 30 day written notice to the District.

13. **Indemnification**. The Association agrees to indemnify and hold the District and its respective officers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out this Agreement or the work to be performed by the Association or its contractors hereunder, including litigation or any appellate proceedings with respect thereto; excepting, however, that the District shall not be indemnified against loss or liability resulting from its own negligence or the negligence of their contractors, employees or agents. Any contractor retained by the Association shall acknowledge the same in writing.

14. **Limitations on Governmental Liability**. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

15. **Construction of Language**. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

16. **Non-Waiver**. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

17. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

18. **Assignment**. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

19. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties.

20. **Notice**. In the event that the Association or the District undergoes a change in address, notification to the other party shall be made.

21. **Arm's Length Transaction**. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. 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 any doubtful language will not be interpreted or construed against any party.

22. **Governing Law**. This agreement shall be governed by Florida law with venue in Hillsborough County, Florida.

23. **Enforcement of Agreement**. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or in appellate proceedings.

24. **Authorization**. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this Agreement.

25. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

26. **Entire Agreement**. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements.

IN WITNESS WHEREOF, The District and Association have caused this Agreement to be executed as of the date first above written.

Stone Creek Townhomes Owners' Association, Inc.,

John Bowersox
President

K-Bar Ranch Community Development District

Frank Morales
Chair of the Board of Supervisors

District Counsel's Summary

Attached are the following agreements. Some notes with each of them:

1. 2014 Interlocal Agreement with Heron Preserve as Amended in 2016
    a. Purpose: HOA wanted it's landscaper to Mow Stormwater Ponds for consistency. CDD agreed to reimburse HOA
    b. May be terminated with 60 days notice
2. 2014 Interlocal Agreement with Laurel Vista, Heron Preserve, and Stone Creek for Streetlights.
    a. Purpose: There were various streetlight leases, and it was agreed upon that the CDD would collect the assessments for the expenses.
    b. It expires in 2024 with automatic renewals for 1 year periods.
    c. May be terminated with 90 days notice
3. 2015 Utility and Landscape Easement from Stone Creek to CDD.
    a. Purpose: For the CDD to maintain the monument sign and associated landscaping.
4. 2015 Wall, Landscape, and Utility Easement from Developer to CDD (relates to Basset Creek near Wild Tamarind Drive).
    a. Purpose: For the CDD to maintain the monument sign and associated landscaping.
5. 2015 Wall, Landscape, and Utility Easement from Developer to CDD (relates to Basset Creek near Wild Tamarind Drive).
    a. Purpose: For the CDD to maintain the monument sign and associated landscaping.
6. 2019 K-Bar Parkway Landscaping License Agreement with Heron Preserve
    a. Relates to the Interlocal Agreement with K-Bar 2 and the City—Heron Preserve gave the CDD the right to maintain the Heron Preserve entrance area, which was in turn given to K-Bar 2 per the interlocal.
    b. May be terminated upon 120 days notice.
7. 2019 Interlocal Agreement with the City and K-Bar 2
    a. City gave K-Bar and K-Bar 2 the right to maintain landscaping in City ROW, a wall, and the street lighting
        i. This can be terminated upon 90 days notice
    b. K-Bar gave K-Bar 2 the right to maintain landscaping (including on mowing on stormwater ponds) it owned or has an easement/license for and agreed to reimburse K-Bar 2
        i. This can be terminated upon 120 days notice

As a quick refresher:

1. We had a 2019 Agreement with Stone Creek Townhomes HOA (see attached), the CDD assumed the maintenance responsibility for the stormwater ponds and wetland/conservation areas on October 1, 2020 and the agreement automatically terminated.