



Rizzetta & Company

Waterset Central Community Development District

**Board of Supervisors'
Regular Meeting
October 11, 2018**

**District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813.533.2950**

www.watersetcentralcdd.org

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Office of Rizzetta & Company, 9428 Camden Field Parkway, Riverview, FL 33578

District Board of Supervisors	Rick Stevens Aaron Baker Maja Barnat Lynda McMorro Pete Williams	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	Erin McCormick	Erin McCormick Law, PA
District Engineer	Jamie Scarola	Scarola Associates

All cellular phones and pagers must be turned off 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) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578

Board of Supervisors
Waterset Central Community
Development District

October 3, 2018

AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Waterset Central Community Development District will be held on **Thursday, October 11, 2018 at 9:00 AM** at the offices of Rizzetta & Company, located at 9428 Camden Field Parkway, Riverview, Florida 33578. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors' Regular Meeting Minutes held on August 09, 2018 Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for July 2018 & August 2018 Tab 2
 - C. Ratification of Series 2018 Construction Requisitions #8-11 & #19 Tab 3
 - D. Ratification of Construction Contracts Tab 4
- 4. BUSINESS ITEMS**
 - A. Ratification of Insurance Renewal Tab 5
 - B. Consideration of Resolution 2019-01, Modification of CDD Boundaries Tab 6
 - C. Consideration of Proposals for Arbitrage Rebate Calculations Services Tab 7
 - D. Consideration of Updated Independent Contractor Agreement Tab 8
 - E. Consideration of Proposals for Holiday Décor Tab 9
 - F. Consideration of Security Services Cost Share Agreement Tab 10
 - G. Public Hearing on Amenity Rates
 - a. Consideration of Resolution 2019-02, Adopting Amenity Rates Tab 11
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Clubhouse Manager Tab 12
 - D. District Manager
- 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) 533-2950.

Sincerely,
Joseph Roethke
Joseph Roethke
District Manager

Tab 1

MINUTES OF MEETING

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

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterset Central Community Development District was held on **Thursday, August 09, 2018 at 9:00 a.m.** at the offices of Rizzetta & Company located at 9428 Camden Field Parkway, Riverview, FL 33578.

Present and constituting a quorum:

Pete Williams	Board Supervisor, Assistant Secretary
Maja Barnat	Board Supervisor, Assistant Secretary
Lynda McMorro	Board Supervisor, Assistant Secretary

Also present were:

Joseph Roethke	Regional District Manager, Rizzetta & Company, Inc.
Erin McCormick	District Counsel; Erin McCormick Law
Barry Mazzoni	Castle Group
Dana Even	Castle Group
Rick Stevens	Newland

FIRST ORDER OF BUSINESS

Call to Order

Mr. Roethke called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

No audience were present.

THIRD ORDER OF BUSINESS

Consideration of Resignation Letter

Mr. Roethke presented a resignation letter from Rob Bosarge to the Board.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board accepted the resignation letter from Rob Bosarge for the Waterset Central Community Development District.

FOURTH ORDER OF BUSINESS**Consideration of Appointment to
Vacant Board Supervisor Seat**

Mr. Roethke asked the Board if they would like to make an appointment to the vacant seat on the Board.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board appointed Rick Stevens to Seat #2 for the Waterset Central Community Development District.

Mr. Roethke administered the oath of office to Mr. Stevens. Mr. Roethke informed Mr. Stevens that as a Board Supervisor he is eligible for compensation of \$200.00 per meeting, up to an annual maximum of \$4,800.00. Mr. Stevens declined compensation.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2018-39,
Re-Designating Officers of the District**

Mr. Roethke presented Resolution 2018-39 to the Board, which will re-designate the officers of the District.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2018-39 for the Waterset Central Community Development District.

SIXTH ORDER OF BUSINESS**Consideration of Minutes of Board
Supervisors' Regular Committee
Meeting Minutes Held on July 12, 2018**

On a Motion by Mr., Williams, seconded by Mr. Stevens, with all in favor, the Board approved the Minutes of the Regular Meeting held on July 12, 2018 for the Waterset Central Community Development District.

(Lynda McMorrow left at 9:04 a.m.)

SEVENTH ORDER OF BUSINESS**Consideration of the Operation and
Maintenance Expenditures for June
2018**

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board ratified the Operation and Maintenance Expenditures for June 2018 (\$10,643.02) for the Waterset Central Community Development District.

EIGHTH ORDER OF BUSINESS

**Ratification of Series 2018
Construction Requisitions #1**

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board ratified the series 2018 construction requisitions for the Waterset Central Community Development District.

NINTH ORDER OF BUSINESS

Ratification of Construction Contracts

Mr. Roethke presented construction contracts for Onsite Signage and Ballenger and Company that have been executed and require Board ratification.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board ratified construction contracts for Onsite Signage and Ballenger and Company for the Waterset Central Community Development District.

TENTH ORDER OF BUSINESS

**Ratification of PGS Gas Service and
TECO People's Gas**

Mr. Roethke presented contracts for PGS Gas Service and TECO People's Gas to the Board. These have been executed and require Board ratification. Ms. McCormick discussed some issues in these agreements. The Board would like Ms. McCormick to look into this further.

ELEVENTH ORDER OF BUSINESS

**Ratification of TECO Contracts for
Phase 5A-1**

Mr. Roethke presented TECO Street Lighting contracts to the Board. These have already been executed and require Board ratification.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board ratified TECO streetlight contracts for the Waterset Central Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Change Order for
Club Security Equipment Installation**

Mr. Roethke presented an equipment change order for the Waterset Club security system. This has been executed and requires Board ratification.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board ratified equipment change order for Waterset Club security system for the Waterset Central Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Change Order for
Club Security Equipment Installation**

Mr. Roethke presented the Amenity Management Agreement to the Board and Ms. McCormick reviewed some comments from Castle Group on this agreement. This item will be tabled until the next meeting.

FOURTEENTH ORDER OF BUSINESS

**Consideration of O&M Methodology
Report**

Mr. Roethke presented the O&M methodology report to the Board.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board approved the O&M methodology report for the Waterset Central Community Development District.

FIFTEENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year
2018/2019 Budget**

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board opened the Public Hearing on the fiscal year 2018/2019 Budget for the Waterset Central Community Development District.

Mr. Roethke presented the budget for FY 2018/2019 to the Board. This budget was reduced by approximately \$140,000.00 compared to the build-out budget that was approved at the May Board meeting. No changes were made to this final proposed budget.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board closed the Public Hearing on the fiscal year 2018/2019 Budget for the Waterset Central Community Development District.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2018-40,
Adopting Final Budget for Fiscal
Year 2018/2019**

Mr. Roethke presented Resolution 2018-40 adopting the final budget for fiscal year 2018/2019 to the Board.

On a Motion by Mr. Williams, seconded by Ms. Barnat, with all in favor, the Board adopted Resolution 2018-40 for the Waterset Central Community Development District.

SEVENTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2018-41,
Imposing Special Assessments for
Fiscal Year 2018/2019**

Mr. Roethke presented Resolution 2018-41 imposing special assessments for fiscal year 2018/2019 to the Board.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board adopted Resolution 2018-41 for the Waterset Central Community Development District.

EIGHTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2018-42,
Setting and Adopting Meeting
Schedule for Fiscal Year 2018/2019**

Mr. Roethke presented Resolution 2018-42, setting and adopting meeting schedule for fiscal year 2018/2019 to the Board.

On a Motion by Mr. Stevens, seconded by Mr. Williams, with all in favor, the Board adopted Resolution 2018-42 for the Waterset Central Community Development District.

NINETEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. McCormick discussed the status of the District Engineering agreement with the District. A discussion ensued regarding insurance requirements.

B. District Engineer

No present.

C. District Manager

Mr. Roethke stated that the next regular meeting will take place on Thursday, September 13, 2018 at 9:00 a.m. at Rizzetta & Company's Riverview Office located at 9428 Camden Field Parkway, Riverview, Florida 33578.

Mr. Roethke asked the Board if they would like to schedule a public hearing to adopt rates for the District amenities and non-resident user fees.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board set a Public Hearing on Amenity Rates & Non-resident user fees on October 11th at 9 a.m. for the Waterset Central Community Development District.

D. Clubhouse Manager

Mr. Mazzoni updated the Board on the current operation of the amenity. The Board discussed signage, slide operating hours, and other operating procedures.

On a Motion by Mr. Williams, seconded by Mr. Stevens, with all in favor, the Board will allow Board chair to work with Castle Group on signage and slide operating hours for the Waterset Central Community Development District.

TWENTIETH ORDER OF BUSINESS

Supervisor Requests

There were no supervisor requests.

TWENTY FIRST ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Stevens, seconded by Mr. Williams, with all in favor, Board of Supervisors adjourned the meeting at 9:43 a.m. for Waterset Central Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

Waterset Central Community Development District

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operations and Maintenance Expenditures July 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2018 through July 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,025.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District
Paid Operation & Maintenance Expenditures
July 1, 2018 Through July 31, 2018

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001045	INV0000033263	District Management Fees 07/18	\$ 3,850.00
Rizzetta Technology Services	001046	INV0000003456	Email & Website Hosting Services 07/18	<u>\$ 175.00</u>
Report Total				<u>\$ 4,025.00</u>

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
7/1/2018	INV0000033263

Bill To:

Waterset Central CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of		Terms	Client Number
July		Upon Receipt	00168
Description	Qty	Rate	Amount
District Management Services	3101 - 1.00	\$1,675.00	\$1,675.00
Administrative Services	3100 - 1.00	\$375.00	\$375.00
Accounting Services	3201 - 1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections	3111 - 1.00	\$300.00	\$300.00
Date Rec'd Dist Office <u>JUN 26 2018</u> DM Approval <u><i>gr</i></u> <u>7/2</u> Date Entered <u>JUN 29 2018</u> Fund <u>001</u> GL <u>51300 CC</u> <u>& See above</u> Check # _____			
Subtotal			\$3,850.00
Total			\$3,850.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
7/1/2018	INV0000003456

Bill To:

Waterset Central CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of		Terms	Client Number
July		Net 20	00168
Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
<p>Date Rec'd Dist Office <u>JUN 26 2018</u></p> <p>DM Approval <u><i>[Signature]</i></u> <u>7/2</u></p> <p>Date Entered <u>JUN 29 2018</u></p> <p>Fund <u>001</u> GL <u>51300</u> CG <u>5103</u></p> <p>Check # _____</p>			
Subtotal			\$175.00
Total			\$175.00

Waterset Central Community Development District

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operations and Maintenance Expenditures August 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2018 through August 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$46,578.46**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterset Central Community Development District
Paid Operation & Maintenance Expenditures
August 1, 2018 Through August 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
BOCC	001047	7687161865 06/18	7281 Paradiso Avenue 06/18	\$ 2,089.08
BOCC	001060	7687161865 07/18	7281 Paradiso Avenue 07/18	\$ 115.46
Dana Even	001049	070218	Signs for Slide Hours of Operation 07/18	\$ 64.44
Dana Even	001049	070418	Employee Refreshments for Amenity Center Grand Opening 07/18	\$ 134.15
Egis Insurance Advisors LLC	001048	7204	Egis Insurance #100117332 10/11/2017-10/01/2018	\$ 3,496.00
Erin McCormick Law, PA	001057	10219	Legal Services - Boundary Amendment 05/18	\$ 2,695.00
Erin McCormick Law, PA	001057	10234	General Legal Services 07/18	\$ 5,983.56
Erin McCormick Law, PA	001057	10235	Legal Services - Boundary Amendment 06/18	\$ 525.00
Erin McCormick Law, PA	001061	10242	General Legal Services 08/18	\$ 4,146.78
F Peter Williams	001056	PW 071218	Board of Supervisors Meeting 07/12/18	\$ 200.00
F Peter Williams	001070	PW 080918	Board of Supervisors Meeting 08/09/18	\$ 200.00
Frontier	001050	813-741-0603-061118-5 07/18	Fios Internet 07/18	\$ 471.81
Frontier	001062	813-741-0603-061118-5 08/18	Fios Internet 08/18	\$ 473.81
Landscape Maintenance Professionals, Inc.	001063	135725	Monthly Ground Maintenance 07/18	\$ 1,402.50
Landscape Maintenance Professionals, Inc.	001063	135726	Monthly Ground Maintenance 08/18	\$ 2,805.00
Municipal Asset Management, Inc.	001051	03142018M2 06/18	Lease Payment on Tax- Exempt Purchase on Fitness Equip 06/18	\$ 1,323.91
Municipal Asset Management, Inc.	001051	0615976-96 07/18	Lease Payment on Tax- Exempt Purchase on Fitness Equip 07/18	\$ 1,323.91
Nvirotect Pest Control Services	001064	155654	Monthly Pest Control #12545 07/18	\$ 85.00
Nvirotect Pest Control Services	001064	157639	Monthly Pest Control #12545 08/18	\$ 85.00
Rizzetta & Company, Inc.	001052	INV0000034060	District Management Fees 08/18	\$ 3,850.00
Rizzetta Technology Services	001053	INV0000003544	Email & Website Hosting Services 08/18	\$ 175.00
Suncoast Pool Service	001058	4640	Swimming Pool Service 07/18	\$ 1,850.00
Suncoast Pool Service	001066	4713	Swimming Pool Service 08/18	\$ 1,850.00
TECO	001054	221003491596 05/18	7281 Paradiso Drive 05/18	\$ 257.59
TECO	001054	221003491596 06/18	7281 Paradiso Drive 06/18	\$ 1,058.45

Waterset Central Community Development District
Paid Operation & Maintenance Expenditures
August 1, 2018 Through August 31, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
TECO	001068	221003491596 07/18	7281 Paradiso Drive 07/18	\$ 2,797.12
TECO	001054	221003734730 06/18	7281 Paradiso Drive Pool Heater 06/18	\$ 452.45
TECO	001059	221003734730 07/18	7281 Paradiso Drive Pool Heater 07/18	\$ 36.69
TECO	001054	221004023737 06/18	7281 Paradiso Drive Pool Heater 06/18	\$ 37.45
TECO	001059	221004023737 07/18	7281 Paradiso Drive Pool Heater 07/18	\$ 38.01
Times Publishing Company	001067	661791 07/20/18	Legal Advertising Account #173492 07/18	\$ 2,415.26
Times Publishing Company	001067	661791 07/27/18	Legal Advertising Account #173492 07/18	\$ 2,049.58
Vanguard Cleaning Systems of Tampa Bay	001055	78657	Monthly Cleaning Service Prorated 07/18	\$ 995.45
Vanguard Cleaning Systems of Tampa Bay	001069	79138	Monthly Cleaning Service 08/18	<u>\$ 1,095.00</u>
Report Total				<u>\$ 46,578.46</u>



Hillsborough
County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET CENTRAL CDD	7687161865	07/06/2018	07/27/2018

Service Address: 7281 PARADISO AVE

S Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION (IN GALLONS)	READ TYPE	METER DESCRIPTION
54230101	05/24/2018	0	06/26/2018	1300	130000	ACTUAL	WATER
37156910	05/24/2018	0	06/26/2018	902	90200	ACTUAL	WATER
60998080	05/24/2018	0	06/26/2018	0	0	ESTIMATED	RECLAIM

Service Address Charges

Customer Bill Charge	\$4.11
Purchase Water Pass-Thru	\$645.19
Water Base Charge	\$37.02
Water Consumption Charge	\$751.10
Sewer Base Charge	\$69.10
Sewer Usage Charge	\$578.50
Reclaimed Water Charge	\$4.06
Total Service Address Charges	\$2089.08

Summary of Account Charges

Previous Balance	\$93.07
Net Payments - Thank You	(\$93.07)
Total Account Charges	\$2,089.08

AMOUNT DUE	\$2,089.08
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Important Message

The 2017 Water Quality Report is now available online at HCFLGov.net/WaterQualityReport. To request a mailed copy, call (813)246-3146 and leave a message with your name, mailing address, and phone number.

Public Utilities will be participating in the U.S. Environmental Protection Agency's fourth round of Unregulated Contaminant Monitoring (UCMR4) during 2018 through 2020. The County's UCMR4 results are available at HCFLGov.net/UCMR4

JUL 19 2018

Date Rec'd Rizzetta & Co., Inc. _____

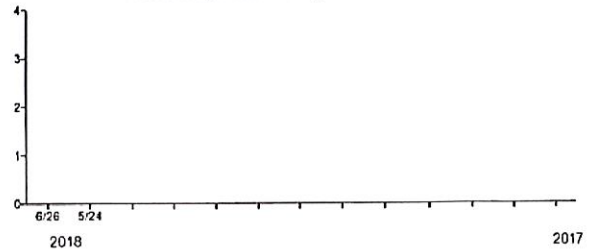
D/M approval DR Date 7/19

Date entered JUL 19 2018

Fund 001 GL 53600 OC 4301

Check # _____

Consumption History x 100 Gallons



Hillsborough
County Florida

Make checks payable to: BOCC

ACCOUNT NUMBER: 7687161865

ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
Internet Payments: HCFLGov.net/WaterBill
Additional Information: HCFLGov.net/Water



THANK YOU!



WATERSET CENTRAL CDD
12750 CITRUS PARK LN
TAMPA FL 33625-3784

7,201

DUE DATE	07/27/2018
AMOUNT DUE	\$2,089.08
AMOUNT PAID	<u>\$2,089.08</u>

0076871618658

00002089084



Hillsborough
County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET CENTRAL CDD	7687161865	08/03/2018	08/17/2018

Service Address: 7281 PARADISO AVE

S-Page 1 of 1

RECEIVED

AUG 10 2018

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION (IN GALLONS)	READ TYPE	METER DESCRIPTION
54230101	06/26/2018	1300	07/26/2018	1300	0	ESTIMATED	WATER
37156910	06/26/2018	902	07/26/2018	902	0	ESTIMATED	WATER
60998080	06/26/2018	0	07/26/2018	0	0	ESTIMATED	RECLAIM

Service Address Charges

Customer Bill Charge	\$4.15
Water Base Charge	\$37.41
Sewer Base Charge	\$69.80
Reclaimed Water Charge	\$4.10
Total Service Address Charges	\$115.46

Summary of Account Charges

Previous Balance	\$2,089.08
Net Payments - Thank You	\$0.00
Past Due Amount	\$2,089.08
Total Account Charges	\$115.46

AMOUNT DUE	\$2,204.54
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Date Rec'd Rizzetta & Co., Inc. _____

City approval GR Date 8/20

Date entered AUG 16 2018

Fund 001 GL 53600 OC 4301

Check # _____

Important Message

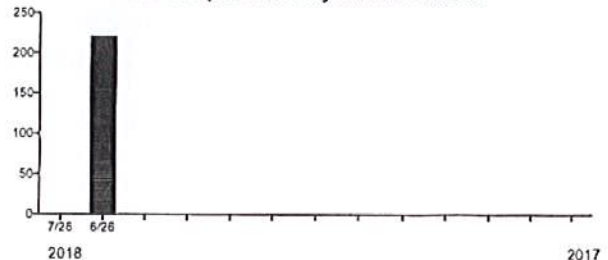
The 2017 Water Quality Report is now available online at HCFLGov.net/WaterQualityReport. To request a mailed copy, call (813)246-3146 and leave a message with your name, mailing address, and phone number.

Public Utilities will be participating in the U.S. Environmental Protection Agency's fourth round of Unregulated Contaminant Monitoring (UCMR4) during 2018 through 2020. The County's UCMR4 results are available at HCFLGov.net/UCMR4

Notice

TO AVOID A SERVICE INTERRUPTION, the full balance must be paid by the bill due date. If you have a dispute, please contact our office prior to that date. Late payments and service interruptions may result in an increased deposit and/or service charges.

Consumption History x 1000 Gallons



Hillsborough
County Florida

Make checks payable to: BOCC

ACCOUNT NUMBER: 7687161865

ELECTRONIC PAYMENTS BY CHECK OR

Automated Payment Line: (813) 276 8526
Internet Payments: HCFLGov.net/WaterBill
Additional Information: HCFLGov.net/Water



**** NOTICE ** THE BALANCE REFLECTS A PAST DUE AMOUNT TO AVOID DISCONNECTION OF SERVICE, PAYMENT MUST BE RECIVED BY 3:00 P.M. ON THE DUE DATE**



WATERSET CENTRAL CDD
12750 CITRUS PARK LN
TAMPA FL 33625-3784

3,497

DUE DATE	08/17/2018
AMOUNT DUE	\$2,204.54
AMOUNT PAID	\$115.46

0076871618658

00002204543

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Check Request

Amount: \$64.44

Date: 7/2/18

Payable To: Dana Even
8429 Carriage Pointe Drive
Gibsonton, Florida 33534

Description: Purchased signs for the slide hours.

Requester:

Special Instructions:

Approved By: _____

JUL 18 2018

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval GR Date 7/24
Date entered JUL 18 2018
Fund 001 GL 57900 OC 6404
Check # _____



Brandon

More than fast. More than signs. ©
fastsigns.com/2001

2020 W Brandon Blvd
STE 170
Brandon, FL 33511
(813) 655-9036

**PAID
IN
FULL**

**INVOICE
2001-11535**

Payment Terms: Cash Customer

Created Date: 7/2/2018

DESCRIPTION: Slide Signs

Bill To: Castle Group
7012 Sail View Lane
Apollo Beach, FL 33572
US

Pickup At: FASTSIGNS® of Brandon
2020 W Brandon Blvd
STE 170
Brandon, FL 33511
US

Ordered By: Dana Even
Email: deven@castlegroup.com
Work Phone: (813) 677-2114
Tax ID: 85-8013804969C-1

Salesperson: Samantha Graves

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Metal Sign Slide Hours	2	\$18.9750	\$37.95
1.1	DiBond 3mm - Part Qty: 1 Width: 12.00" Height: 9.00" Sides: 1			
2	Metal Sign Slide attendant	1	\$26.4900	\$26.49
2.1	DiBond 3mm - Part Qty: 1 Width: 12.00" Height: 9.00" Sides: 1			

Subtotal: \$64.44

Taxes: \$0.00

Grand Total: \$64.44

Amount Paid: \$64.44

BALANCE DUE: \$0.00

TRANSACTIONS		
Date	Type	Amount
7/2/2018	MasterCard (Online) - 0723	\$64.44

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Check Request

Amount: \$134.15

Date: 7/4/18

Payable To: Dana Even
8429 Carriage Pointe Drive
Gibson, Florida 33534

Description: Purchased lunch for the team during the July 4th Grand Opening of the new amenity. There was no way anyone could leave for lunch.

Jersey Mike's	\$125.57
Publix	<u>8.58</u>
Total	\$134.15

Requester:

Special Instructions:

Approved By: _____


JUL 18 2018

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval gr Date 7/24

Date entered JUL 18 2018

Fund 001 GL 57900 OC 6404

Check # _____

Dine In

Jersey Mike's Subs 13136
10175 Big Bend Rd
Riverview, Florida 33578
Phone: 813-405-4300

Ticket: 01-001463-01-053048
Server: Chalcy 07/04/18 12:28 PM

Giant #7	12.95 T
Giant #7	12.95 T
Giant #7	12.95 T
Giant #7	12.95 T
Giant #3	11.95 T
Giant #3	11.95 T
Giant #3	11.95 T
Giant #3	11.95 T

Sub Total	\$99.60
Taxable	\$99.60
7% Tax	\$6.97
Total	\$106.57

Tendered cash \$130.00
Change \$23.43

Items sold: 8

~~\$105.57~~
20.00 tip
\$125.57

Publix

Shoppes Of Summerfield
13154 US Highway 301 S.
Riverview, FL 33579
Store Manager: Jeff Westbrook
813-741-0693

LAYS CLASSIC CHIPS	4.29	F
LAYS CLASSIC CHIPS	4.29	F
Order Total	8.58	
Sales Tax	0.00	
Grand Total	8.58	
Cash	20.00	
Change	11.42	

Your cashier was Stevie

07/04/2018 12:09 S1032 R109 6149 00209

Explore the many ways to save at Publix.
View bargains at publix.com/savingstyle

Publix Super Markets, Inc.



INVOICE

Customer	Waterset Central Community Development District
Acct #	782
Date	06/27/2018
Customer Service	Kristina Rudez
Page	1 of 1

Waterset Central Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Payment Information	
Invoice Summary	\$ 3,496.00
Payment Amount	
Payment for:	Invoice#7204
100117332	

Thank You

Please detach and return with payment



Customer: Waterset Central Community Development District

Invoice	Effective	Transaction	Description	Amount
7204	07/01/2018	Policy change	Policy #100117332 10/11/2017-10/01/2018 Florida Insurance Alliance Package - Add Property Coverage Due Date: 7/27/2018 Date Rec'd Dist Office JUN 27 2018 DM Approval <u>JR</u> 7/2 Date Entered JUN 29 2018 Fund 001 GL 15500 CC Check #	3,496.00
				Total
				\$ 3,496.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)320-7665	Date
Lockbox 234021 PO Box 84021		
Chicago, IL 60689-4002	cbitner@egisadvisors.com	06/27/2018



Erin McCormick Law, PA

Erin McCormick, Esq.

Waterset Central Community Development District

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
06/13/2018	10219
Terms	Service Through
	06/13/2018

In Reference To: Petition to Contract CDD Boundaries (Work)

Date	By	Services	Hours	Amount
05/24/2018	Erin R McCormick	Begin preparation of Petition to Modify District boundaries; email to Scott Brizendine, Rob Bosarge and Rick Stevens regarding Statement of Estimated Regulatory Costs needed; prepare email to Rob Bosarge, Tim Plate and Jamie Scarola regarding additional documents needed for Petition to Contract CDD boundaries; review of email from Scott Brizendine and respond to same; preparation of email to Art Merritt and Vicky Robinson regarding sketch and legal needed of the Contraction parcel; review of Supplemental Assessment Report and Supplemental Assessment Resolution; email to John Healey regarding above; review of legal description and search public records for plat for Waterset Phase 3; email to Vicky Robinson regarding above; review of email from Jamie Scarola to Tim Plate regarding District Engineer's letter	3.30	\$ 1,155.00
05/25/2018	Erin R McCormick	Review of email from Tim Plate to Jamie Scarola regarding facilities for contraction parcel; review of email from Vicky Robinson and review of Plat for Waterset Phase 3 Amenity Center; telephone conference with Vicky Robinson regarding above	0.70	\$ 245.00
05/29/2018	Erin R McCormick	Review of emails from Shelby Horton and Jamie Scarola and brief review of Phase 3 Amenity Center Construction Plans; prepare Petition to Contract the Boundaries of Waterset Central CDD with Exhibits; begin preparation of draft Ordinance to Contract CDD Boundaries; prepare Landowner Consent and Joinder; begin preparation of draft Ordinance; begin preparation of Notice of Public Hearing	2.70	\$ 945.00
05/30/2018	Erin R McCormick	Review of email and revised exhibits from Vicky Robinson and respond to Vicky Robinson; prepare draft Ordinance and draft Notice of Public Hearing	1.00	\$ 350.00

Total Hours

7.70 hrs

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813 579 2653 | erin@emccormicklaw.com | f: 813 315 6333



Erin McCormick Law, PA

Erin McCormick, Esq.

**Waterset Central Community Development
District**

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
06/13/2018	10219
Terms	Service Through
	06/13/2018

Total Work	\$ 2,695.00
Total Invoice Amount	\$ 2,695.00
Previous Balance	\$ 350.00
5/3/2018 Payment - Check	(\$350.00)
Balance (Amount Due)	\$ 2,695.00

Date Rec'd Dist Office JUN 13 2018
DM Approval gr 6/13
Date Entered JUN 15 2018
Fund 001 GL 51400 CC 3107
Check # _____



Erin McCormick Law PA

Erin McCormick, Esq.

**Waterset Central Community Development
District**

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
07/16/2018	10234
Terms	Service Through
	07/16/2018

In Reference To: General Representation (Work)

Date	By	Services	Hours	Amount
06/07/2018	Erin R McCormick	Review of email from Ashlee Hammons regarding upcoming Board meeting; email to Ashlee Hammons and Joe Roethke regarding above; review of Agenda, Minutes and backup materials and preparation for Board of Supervisors meeting	1.50	\$ 525.00
06/14/2018	Erin R McCormick	Travel to and attend Board of Supervisors meeting; preparation of Agreement for District Engineering Services	1.50	\$ 525.00
06/15/2018	Erin R McCormick	Preparation of Agreement with District Engineer	2.50	\$ 875.00
06/19/2018	Erin R McCormick	Revise draft Agreement for District Engineering Services;	0.50	\$ 175.00
06/20/2018	Erin R McCormick	Finalize Agreement for District Engineering Services; prepare email and transmit to Jamie Scarola	0.50	\$ 175.00
06/25/2018	Erin R McCormick	Review of email from Jamie Scarola and proposed changes to District Engineering Agreement	0.50	\$ 175.00
06/28/2018	Erin R McCormick	Review of May 2018 Financial Statements	0.30	\$ 105.00
07/09/2018	Erin R McCormick	Email to Ashlee Hammons and Joe Roethke regarding notices for FY 2018/2019 Budget and assessments	0.30	\$ 105.00
07/11/2018	Erin R McCormick	Review of Agenda, Minutes and backup materials for Board of Supervisors; review of proposal by LMP for landscape maintenance services	1.90	\$ 665.00
07/12/2018	Erin R McCormick	Travel to and attend Board of Supervisors meeting; conference with Dana Evens; review of proposed Budget for Waterset Central CDD; preparation of published budget and assesement notice; telephone conferences with Joe Roethke regarding above;	4.00	\$ 1,400.00

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@emccormicklaw.com | f: 813.315.6333



Erin McCormick Law, PA

Erin McCormick, Esq.

Waterset Central Community Development District

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
07/16/2018	10234
Terms	Service Through
	07/16/2018

07/13/2018	Erin R McCormick	Telephone conference with Joe Roethke regarding whether any assessments will be on-roll for FY 2019; review of emails regarding above; review of proposed Assessment Roll; preparation of letter to property owner regarding hearings on budget and assessments; email to Joe Roethke and Ashlee Hammons regarding published notice and letter to property owner	3.50	\$ 1,225.00
------------	------------------	--	------	-------------

In Reference To: General Representation (Expenses)

Date	By	Expenses	Amount
06/14/2018	Erin R McCormick	Mileage and tolls to Board of Supervisors meeting	\$ 16.78
07/12/2018	Erin R McCormick	Mileage and tolls to Board of Supervisors meeting	\$ 16.78

JUL 17 2018

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval GR Date 7/24

Date entered JUL 19 2018

Fund 001 GL 51400 OC 3107

Check # _____

Total Hours	17.00 hrs
Total Work	\$ 5,950.00
Total Expenses	\$ 33.56
Total Invoice Amount	\$ 5,983.56
Previous Balance	\$ 5,021.78
6/28/2018 Payment - Check	(\$5,021.78)
Balance (Amount Due)	\$ 5,983.56

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@ernccormicklaw.com | f: 813.315.6333



Erin McCormick Law PA

Erin McCormick, Esq.

Waterset Central Community Development District

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
07/16/2018	10235
Terms	Service Through
	07/16/2018

In Reference To: Petition to Contract CDD Boundaries (Work)

Date	By	Services	Hours	Amount
06/14/2018	Erin R McCormick	Review of email from Scott Brizendine regarding Statement of Estimated Regulatory Costs; email to Vicky Robinson regarding sketch and metes and bounds legal description; review of email and sketches from Vicky Robinson;	0.60	\$ 210.00
06/15/2018	Erin R McCormick	Prepare email to Scott Brizendine and transmit legal and sketch of contraction parcel/request for SERC and Financial Review	0.30	\$ 105.00
06/21/2018	Erin R McCormick	Review of contract from Rizzetta to CDD regarding work for Petition; emails to and from Rob Bosarge regarding execution of agreement	0.40	\$ 140.00
06/25/2018	Erin R McCormick	Review of email and executed contract for services with Rizzetta;	0.20	\$ 70.00

JUL 17 2018

Date Rec'd Rizzetta & Co., Inc. _____

D/M approval gr Date 7/24

Date entered JUL 19 2018

Fund 001 GL 51400 OC 3107

Check # _____

Total Hours	1.50 hrs
Total Work	\$ 525.00
Total Invoice Amount	\$ 525.00
Previous Balance	\$ 2,345.00
Balance (Amount Due)	\$ 2,870.00

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@emccormicklaw.com | f: 813.315.6333



Erin McCormick Law PA

Erin McCormick

**Waterset Central Community Development
District**

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
08/15/2018	10242
Terms	Service Through
	08/15/2018

In Reference To: General Representation (Work)

Date	By	Services	Hours	Amount
07/17/2018	Erin R McCormick	Telephone conference with Joe Roethke regarding notice and letter concerning budget and assessments; email to Ashlee Hammons regarding above; review of letter transmitted by Ashlee Hammons; telephone conference with Ashlee Hammons regarding correct assessment schedule needed for letter; telephone conference with Jamie Scarola regarding indemnification provision for Agreement for District Engineering Services;	0.80	\$ 280.00
07/18/2018	Erin R McCormick	Review of email from Ashlee Hammons and revised assessment letter; emails to/from Ashlee Hammons and approve final letter	0.50	\$ 175.00
07/20/2018	Erin R McCormick	Review of email from Joe Roethke; finalize Clubhouse Management Agreement; review of Mlnotes to locate approval of Clubhouse Management Agreement in final form; email to Joe Roethke regarding above;	0.50	\$ 175.00
07/31/2018	Erin R McCormick	Review of email from Scott Brizendine regarding draft O&M Methodology Report; finalize Waterset Central CDD Amenity Facilities Management Agreement; email to Joe Roethke and Ashlee Hammons re: above; email to Joe Roethke regarding Landscape Maintenance Contract and review of response	2.40	\$ 840.00
08/01/2018	Erin R McCormick	Revise commencement and term date for Amenity Facilities Management Agreement; [CLIENT COURTESY - NO CHARGE]	0.20	\$ 0.00

Date Rec'd Rizzetta & Co., Inc. _____

Client approval ER Date 8/20

Date entered AUG 16 2018

Fund 001 GL 5400 OC 3107

Check # _____

Waterset Central Community Development District

9428 Camden Field Parkway Riverview, FL

33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
08/15/2018	10242
Terms	Service Through
	08/15/2018

08/02/2018	Erin R McCormick	Review of draft Operations and Maintenance Assessment Allocation Report and provide comments; email to Joe Roethke and Scott Brizendine regarding above and concerning Appropriation and Assessment Resolutions; review of email from Joe Roethke regarding draft Landscape Maintenance Contract; review of email from Scott Brizendine; preparation of email to Marilyn Nieves and transmit final Agreement to be executed; review of emails from Joe Roethke regarding assessment levels and respond to Scott Brizendine and Joe Roethke	2.00	\$ 700.00
08/04/2018	Erin R McCormick	Review of Landscape and Irrigation Maintenance Agreement draft with LMP [CLIENT COURTESY - NO CHARGE]	0.70	\$ 0.00
08/05/2018	Erin R McCormick	Prepare email to Joe Roethke regarding Public Records requirements for contract with LMP; review of Agenda, Minutes and backup materials in preparation for Board of Supervisors meeting	1.00	\$ 350.00
08/08/2018	Erin R McCormick	Review of Minutes, Agenda, back up materials in preparation for Board of Supervisors meeting; review of proposed Final Budget documents and Resolutions; review of contracts with TECO and Florida Natural Gas; telephone conference with Joe Roethke regarding budget docs and Resolution and contract with Florida Natural Gas	1.80	\$ 630.00
08/09/2018	Erin R McCormick	Travel to and attend meeting with the Board of Supervisors	2.00	\$ 700.00
08/14/2018	Erin R McCormick	Review of email from Fiona Di Domenico; review of revisions to Amenity Facilities Management Agreement; left message for Fiona Di Domenico; email to Fiona Di Domenico;	0.70	\$ 245.00
08/15/2018	Erin R McCormick	Receipt of email from Fiona Di Dominica and respond to same;	0.10	\$ 35.00

Waterset Central Community Development District
 9428 Camden Field Parkway Riverview, FL
 33578
 Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
08/15/2018	10242
Terms	Service Through
	08/15/2018

08/09/2018	Erin R McCormick	Mileage and tolls to Board of Supervisors meeting	\$ 16.78
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Total Hours	12.70 hrs
Total Work	\$ 4,130.00
Total Expenses	\$ 16.78
Total Invoice Amount	\$ 4,146.78
Previous Balance	\$ 5,983.56
8/8/2018 Payment - Check Split Payment	(\$5,983.56)
Balance (Amount Due)	\$ 4,146.78

**WATERSET CENTRAL CDD
SUPERVISOR PAY REQUEST**

Meeting Date: 07-12-2018

Name of Board Supervisor	Check if present	Check if paid
Rob Bosarge*	✓	
Aaron Baker*	✓	
Pete Williams	✓	✓
Maja Barnat*	✓	
Lynda McMorro		

PW 071218

(*) Does not get paid

EXTENDED MEETING TIMECARD


Meeting Start Time:	9:01 am
Meeting End Time:	9:27 am
Total Meeting Time:	26 minutes

Time Over _____ () Hours:	N/A
---------------------------	-----

Total at \$175 per Hour:	N/A
--------------------------	-----

DM Signature: 

Please forward copy to Tiffany Judd for BOS payment and
to Marcia Eannetta for extended meeting hours.

Date Rec'd Dist Office JUL 18 2018
 DM Approval  7/24
 Date Entered JUL 19 2018
 Fund 001 GL 51100 CC 1101
 Check # _____

**WATERSET CENTRAL CDD
SUPERVISOR PAY REQUEST**

Meeting Date: 08-09-2018

Name of Board Supervisor	Check if present	Check if paid
Rob Bosarge* <i>Rick Stevens</i>	✓	
Aaron Baker*		
Pete Williams	✓	✓
Maja Barnat*	✓	
Lynda McMorro*	✓	

(*) Does not get paid

EXTENDED MEETING TIMECARD


Meeting Start Time:	9:00 am
Meeting End Time:	9:43 am
Total Meeting Time:	43 minutes

Time Over _____ () Hours:	N/A
---------------------------	-----

Total at \$175 per Hour:	N/A
--------------------------	-----

DM Signature: 

Please forward copy to Tiffany Judd for BOS payment and
to Marcia Eannetta for extended meeting hours.

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval  Date 8/20
Date entered AUG 13 2018
Fund 001 GL 51100 OC 1101
Check # _____



WATERSET CENTRAL CDD
Your Monthly Invoice

Page 1 of 4

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval GR Date 7/30
Date entered JUL 24 2018
Fund 101 GL 57900 OC 6404
Check # _____

Account Summary
New Charges Due Date 8/07/18
Billing Date 7/14/18
Account Number 813-741-0603-061118-5
PIN 6415
Previous Balance 515.41
Payments Received Thru 7/05/18 -515.41
Thank you for your payment!
Balance Forward .00
New Charges 471.81
Total Amount Due \$471.81

RECEIVED
JUL 23 2018

BY: _____

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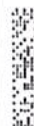
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Online: Frontier.com 1.800.801.6652

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To Contact Us

Chat: Frontier.com Online: Frontier.com/helpcenter
 1.800.921.8102 Email: ContactBusiness@ftr.com



P.O. Box 5157, Tampa, FL 33675

AB 01 002432 41309 B 8 A



WATERSET CENTRAL CDD
5844 OLD PASCO RD. STE 100
WESLEY CHAPEL, FL 33544-4010

PAYMENT STUB

Total Amount Due \$471.81

New Charges Due Date 8/07/18

Account Number 813-741-0603-061118-5

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed \$ 471.81

To change your billing address, call 1-800-921-8102

FRONTIER
PO BOX 740407
CINCINNATI OH 45274-0407



9110038137410603061118000000000000000000471815

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You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee (including a Treatment Charge if your account has been delinquent for 3 consecutive months and your past due balance is greater than \$99), your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Frontier by the due date, a fee may be assessed.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic local service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services.

Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

SERVICE TERMS

Visit Frontier.com/terms, Frontier.com/tariffs or call customer service for information on applicable tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your Frontier services - voice, internet and/or video - including limitations of liability, and early termination fees and the effective date of and billing for the termination of service(s). Frontier's Terms, include a binding arbitration provision to resolve customer disputes (Frontier.com/terms/arbitration). Subscribers to Frontier's TV and Internet services are billed one full month in advance. If you cancel your TV and/or Internet service subscription, termination of your service subscription(s) and any early termination fees will be effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions. We encourage you to review the Terms as they contain important information about your rights and obligations, and ours. By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and /or Mobility Impaired customers may call 1-877-462-6606 to reach a consultant trained to support their communication needs.

CURRENT BILLING SUMMARY

Local Service from 07/14/18 to 08/13/18

Qty Description

813/741-0603.0

Charge

Basic Charges		
FTR Solutions for Business Unlimited		87.00
FTR Solutions for Business Addl Line Limited Pak		40.00
2 Acc Rec Chrg Multi-Ln Bus		7.44
2 Federal Subscriber Line Charge		17.18
Partial Month Charges-Detailed Below		-5.00
Federal Excise Tax		.75
Federal USF Recovery Charge		4.42
FCA Long Distance - Federal USF Surcharge		2.69
FL State Communications Services Tax		7.59
FL State Gross Receipts Tax		3.89
County Communications Services Tax		7.07
2 FL Telecommunications Relay Service		.20
2 Hillsborough County 911 Surcharge		.80
Total Basic Charges		174.03
Non Basic Charges		
Business FIOS Internet 300/300		274.99
Other Charges-Detailed Below		11.56
Partial Month Charges-Detailed Below		-159.99
Federal Excise Tax		.29
FCA Long Distance - Federal USF Surcharge		1.54
FL State Communications Services Tax		-.43
FL State Gross Receipts Tax		-.22
County Communications Services Tax		-.42
Total Non Basic Charges		127.32
Video		
5 FIOS TV Standard Set-Top Box		55.00
FIOS TV - Business Preferred Public		99.99
Other Charges-Detailed Below		6.00
FCC Regulatory Recovery Fee		.08
Broadcast TV Surcharge		2.99
FL Video Communications Service Tax		5.37
FL State Gross Receipts Tax		2.75
County Video Communications Services Tax		5.02
County Sales Tax		.55
FL State Sales Tax		3.30
Total Video		181.05
Toll/Other		
Other Charges-Detailed Below		3.99
Partial Month Charges-Detailed Below		-12.00
FCA Long Distance - Federal USF Surcharge		-1.44
FL State Communications Services Tax		-.47
FL State Gross Receipts Tax		-.24
County Communications Services Tax		-.43
Total Toll/Other		-10.58

TOTAL 471.81

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$153.77 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Effective July 22, 2018, the Business High Speed Internet Fee of \$1.99 will increase to \$3.99. Questions? Please contact customer service.

Beginning with this bill, the Access Recovery Charge increased per line for Single Lines up to \$0.10, Multi-Lines and Centrex up to \$0.29, and ISDN PRI up to \$1.45. The Subscriber Line Charge may increase per line for Single Lines up to \$0.14, Multi-Lines and Centrex up to \$0.46, ISDN BRI up to \$0.14, and ISDN PRI up to \$2.30. Questions? Please contact customer service.

Closed Captioning Contact Information...

If you have a question or concern about closed captioning on any program, please call Frontier at 1-877-462-6606. You can also send written correspondence by fax to 1-304-340-0283, by email to Video.Closed.Caption@flr.com, or by mail to Frontier, 1500 MacCorkle Avenue, Charleston, WV 25396, Attn: Anthony Kasey, Manager.

For up-to-date channel information please visit:
<http://frontier.com/channelupdates>

Your current discount is set to expire effective 06/11/20. Please call Frontier Customer Service to find out what exciting deals Frontier has to offer.



** ACCOUNT ACTIVITY **

Qty Description

Order Number Effective Dates

1 Business High Speed Internet Fee	AUTOCH 7/14	1.99
1 Regional Sports Fee	AUTOCH 7/14	6.00
1 Frontier Road Work Recovery Surcharge	AUTOCH 7/14	.95
1 Federal Primary Carrier Multi Line Charge	AUTOCH 7/14	4.31
1 Carrier Cost Recovery Surcharge	AUTOCH 7/14	3.99
813/741-0603	Subtotal	17.24
1 Federal Primary Carrier Multi Line Charge	AUTOCH 7/14	4.31
813/741-0604	Subtotal	4.31
Partial Month Charges		
LD Discount Freedom Bus	PROMOTION 7/14 8/13	-7.00
CustoDiscount Sol for Bus	PROMOTION 7/14 8/13	-20.00
Internet Term Credit 1Yr	PROMOTION 7/14 8/13	-139.99



WATERSET CENTRAL CDD
Date of Bill
Account Number

Page 4 of 4

7/14/18

813-741-0603-061118-5

Qty Description
813/741-0603
LD Discount Freedom Bus
BI Discount Sol for Bus
813/741-0604

Order Number	Effective Dates	
		Subtotal -166.99
PROMOTION	7/14 8/13	-5.00
PROMOTION	7/14 8/13	-5.00
		Subtotal -10.00

Subtotal -155.44

RECEIVED
AUG 22 2018




BY:

Account Summary

New Charges Due Date 9/07/18
Billing Date 8/14/18
Account Number 813-741-0603-061118-5
PIN 6415
Previous Balance 471.81
Payments Received Thru 8/08/18 -471.81
Thank you for your payment!
Balance Forward .00
New Charges 473.81
Total Amount Due \$473.81

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval 9/2 Date 8/27
Date entered AUG 23 2018
Fund 101 GL 57900 OC 64104
Check # _____

Protect your vital business data with Frontier Secure.

-  **Protect**
Helps protect your computers and mobile devices against viruses and malware.
-  **Connect**
Cloud-based storage to save and share data from any Internet-connected device.
-  **Support**
24/7 phone support from U.S.-based experts for hardware, networking and Windows software issues.

1.844.563.7079
business.frontier.com/secure




Requires Internet access. Internet access service and charges not included. Frontier does not warrant that the services will be error-free or uninterrupted. Taxes, governmental and Frontier-imposed surcharges, minimum system requirements and other terms and conditions apply.

Manage Your Account

To Pay Your Bill

 Online: Frontier.com  1.800.801.6652

 Pay by Mail

To Contact Us

 Chat: Frontier.com  Online: Frontier.com/helpcenter
 1.800.921.8102  Email: ContactBusiness@ftr.com



P.O. Box 5167, Tampa, FL 33675

AB 01 005300 72824 B 30 A



WATERSET CENTRAL CDD
5844 OLD PASCO RD. STE 100
WESLEY CHAPEL, FL 33544-4010

PAYMENT STUB

Total Amount Due \$473.81

New Charges Due Date 9/07/18

Account Number 813-741-0603-061118-5

Please do not send correspondence with your payment. Make checks payable to Frontier.

Amount Enclosed \$ 473.81

To change your billing address, call 1-800-921-8102

FRONTIER
PO BOX 740407
CINCINNATI OH 45274-0407



511009613741060306111800000000000000473815

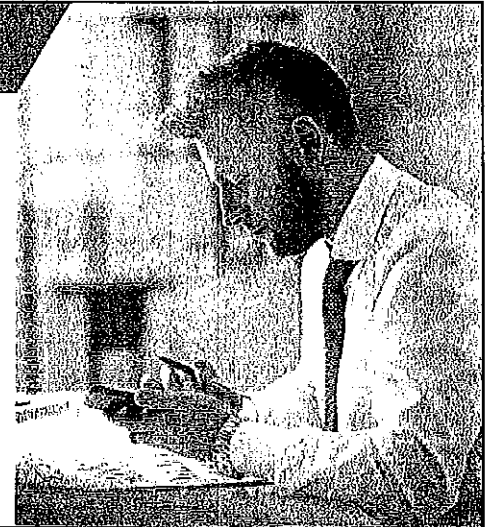
GAIN PEACE OF MIND

Get Frontier AnyWare®

If you're looking to cut communication costs and reduce worries, tap into the power of unified communications as a service with Frontier AnyWare. You get a scalable solution that keeps your team connected and collaborating, whether on-site or remote. Plus, with your call controller hosted in our redundant cloud data centers, your phone calls keep coming, even if your facilities are affected by a disruptive event.

Get Frontier AnyWare. Know your valuable customer calls will consistently reach your business. Gain peace of mind. Call now to connect your business to the power of the Frontier Cloud.

1-855-830-5176
business.frontier.com/frontier-anyware



For Billing and Service Questions, Call 1-800-921-8102, 7 am-7 pm Monday-Friday, 9:30 am-4 pm Saturday or visit www.Frontier.com.

IF YOU HAVE ANY QUESTIONS, BILLING CONCERNS, OR A RECURRING ISSUE, PLEASE CONTACT OUR FLORIDA-BASED CUSTOMER CARE TEAM AT 1-888-457-4110. OUR FLORIDA TEAM IS EAGER TO HELP YOU GET SPECIALIZED ATTENTION.

PAYING YOUR BILL

Pay online, by phone, by mail or at any Authorized Payment Location. Paying by check authorizes Frontier to make a one-time electronic funds transfer from your account, as early as the day your check is received. Visit Frontier.com to set up recurring electronic payments to streamline bill payment.

LATE PAYMENTS, RETURNED CHECK FEES and PAST DUE BALANCES

You are responsible for all legitimate, undisputed charges on your bill. If you pay your bill after the due date, you may be charged a fee (including a Treatment Charge if your account has been delinquent for 3 consecutive months and your past due balance is greater than \$99), your service may be interrupted and you may have to pay a reconnection charge to restore service. A fee may be charged for a check that is returned by the bank for any reason. Continued nonpayment of undisputed charges (incl. 900 and long distance charges) may result in collection action and a referral to credit reporting agencies, which may affect your credit rating. When making an online payment, please allow time for the transfer of funds. If the funds are not received by Frontier by the due date, a fee may be assessed.

IMPORTANT CONSUMER MESSAGES

You must pay all basic local service charges to avoid basic local service disconnection. Failure to pay other charges will not cause disconnection of your basic service but this may cause other services to be terminated. Frontier Bundles may include charges for both basic and other services.

Frontier periodically audits its bills to ensure accuracy which may result in a retroactive or future billing adjustment.

SERVICE TERMS

Visit Frontier.com/terms, Frontier.com/tariffs or call customer service for information on applicable tariffs, price lists and other important Terms, Conditions and Policies ("Terms") related to your Frontier services - voice, internet and/or video - including limitations of liability, and early termination fees and the effective date of and billing for the termination of service(s). Frontier's Terms, include a binding arbitration provision to resolve customer disputes (Frontier.com/terms/arbitration). Subscribers to Frontier's TV and Internet services are billed one full month in advance. If you cancel your TV and/or Internet service subscription, termination of your service subscription(s) and any early termination fees will be effective on the last day of your Frontier billing cycle. No partial month credits or refunds will be provided for previously billed service subscriptions. We encourage you to review the Terms as they contain important information about your rights and obligations, and ours. By using or paying for Frontier services, you are agreeing to these Terms and that disputes will be resolved by individual arbitration.

Hard of Hearing, Deaf, Blind, Vision and /or Mobility Impaired customers may call 1-877-462-6606 to reach a consultant trained to support their communication needs.

CURRENT BILLING SUMMARY

Local Service from 08/14/18 to 09/13/18

Qty Description	813/741-0603.0	Charge
Basic Charges		
FTR Solutions for Business Unlimited		87.00
FTR Solutions for Business Addl Line Limited Pak		40.00
2 Acc Rec Chrg Multi-Ln Bus		7.44
2 Federal Subscriber Line Charge		17.18
Partial Month Charges-Detailed Below		-5.00
Federal Excise Tax		.75
Federal USF Recovery Charge		4.42
FCA Long Distance - Federal USF Surcharge		2.89
FL State Communications Services Tax		7.59
FL State Gross Receipts Tax		3.89
County Communications Services Tax		7.07
2 FL Telecommunications Relay Service		.20
2 Hillsborough County 911 Surcharge		.80
Total Basic Charges		174.03
Non Basic Charges		
Business FiOS Internet 300/300		274.99
Other Charges-Detailed Below		13.56
Partial Month Charges-Detailed Below		-159.99
Federal Excise Tax		.29
FCA Long Distance - Federal USF Surcharge		1.54
FL State Communications Services Tax		.43
FL State Gross Receipts Tax		.22
County Communications Services Tax		.42
Total Non Basic Charges		129.32
Video		
5 FiOS TV Standard Set-Top Box		55.00
FiOS TV - Business Preferred Public		99.99
Other Charges-Detailed Below		6.00
FCC Regulatory Recovery Fee		.08
Broadcast TV Surcharge		2.99
FL Video Communications Service Tax		5.37
FL State Gross Receipts Tax		2.75
County Video Communications Services Tax		5.02
County Sales Tax		.55
FL State Sales Tax		3.30
Total Video		181.05
Toll/Other		
Other Charges-Detailed Below		3.99
Partial Month Charges-Detailed Below		-12.00
FCA Long Distance - Federal USF Surcharge		-1.44
FL State Communications Services Tax		.47
FL State Gross Receipts Tax		.24
County Communications Services Tax		.43
Total Toll/Other		-10.59

TOTAL 473.81

* ACCOUNT ACTIVITY *

Qty Description	Order Number	Effective Dates	
1 Business High Speed Internet Fee	AUTOCH	8/14	3.99
1 Regional Sports Fee	AUTOCH	8/14	6.00
1 Frontier Road Work Recovery Surcharge			
	AUTOCH	8/14	.95
1 Federal Primary Carrier Multi Line Charge			
	AUTOCH	8/14	4.31
1 Carrier Cost Recovery Surcharge	AUTOCH	8/14	3.99
813/741-0603			
	Subtotal		19.24
1 Federal Primary Carrier Multi Line Charge			
	AUTOCH	8/14	4.31
813/741-0604			
	Subtotal		4.31
Partial Month Charges			
LD Discount Freedom Bus	PROMOTION	8/14 9/13	-7.00
CustoDiscount Sol for Bus	PROMOTION	8/14 9/13	-20.00
Internet Term Credit 1Yr	PROMOTION	8/14 9/13	-139.99

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$153.77 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Frontier recommends that our business customers should adopt a policy of regular security audits on all service related premise equipment to protect their accounts. As an added security measure, we recommend routine updating of passwords and verification of call forwarding features. Questions? Contact your service representative or refer to frontier.com/corporate/terms

Closed Captioning Contact Information...

If you have a question or concern about closed captioning on any program, please call Frontier at 1-877-462-6606. You can also send written correspondence by fax to 1-304-340-0283, by email to Video.Closed.Caption@flr.com, or by mail to Frontier, 1500 MacCorkle Avenue, Charleston, WV 25396, Attn: Anthony Kasey, Manager.

For up-to-date channel information please visit:
<http://frontier.com/channelupdates>

Your current discount is set to expire effective 06/11/20. Please call Frontier Customer Service to find out what exciting deals Frontier has to offer.





WATERSET CENTRAL CDD
Date of Bill
Account Number

Page 4 of 4

8/14/18

813-741-0603-061118-5

Qty Description
813/741-0603
LD Discount Freedom Bus
B1 Discount Sol for Bus
813/741-0604

Order Number	Effective Dates	
		Subtotal -166.99
PROMOTION	8/14 9/13	-5.00
PROMOTION	8/14 9/13	-5.00
		Subtotal -10.00

Subtotal -153.44





PO Box 267
Seffner, FL 33583

813-757-6500
813-757-6501

Invoice

Date	Invoice #
7/30/2018	135725

Bill To:
Waterset Central CDD c/o Rizzetta & Company, Inc. 5844 Old Pasco Road # 100 Wesley Chapel, FL 33544

Property Information
7012 Sail View Drive Apollo Beach, Florida 33572

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Monthly Ground Maintenance - July	1	1,402.50	1,402.50
<p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>GR</u> Date <u>8/13</u></p> <p>Date entered <u>AUG 09 2018</u></p> <p>Fund <u>1001</u> GL <u>5391000</u> <u>4406</u></p> <p>Check # _____</p>			
Total			\$1,402.50
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.			
Terms	Due Date	Payments/Credits	\$0.00
Net 30	8/29/2018	Balance Due	\$1,402.50



PO Box 267
Seffner, FL 33583

813-757-6500
813-757-6501

Invoice

Date	Invoice #
8/1/2018	135726

Bill To:
Waterset Central CDD c/o Rizzetta & Company, Inc. 9428 Camden Field Pkwy Riverview, FL 33578

Property Information
7012 Sail View Drive Apollo Beach, Florida 33572

Estimate #

Work Order #

PO / PA #

Description	Qty	Rate	Amount
Monthly Ground Maintenance	1	2,805.00	2,805.00
<p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>9R</u> Date <u>8/13</u></p> <p>Date entered <u>AUG 09 2018</u></p> <p>Fund <u>001</u> GL <u>53900</u> OC <u>4400</u></p> <p>Check # _____</p>			
Total			\$2,805.00
Questions regarding this invoice? Please e-mail arpayments@lmppro.com or call 813-757-6500 and ask for Accounts Receivable.		Terms	Due Date
		Net 30	8/31/2018
Payments/Credits			\$0.00
Balance Due			\$2,805.00

MUNICIPAL ASSET MANAGEMENT, INC.

25288 FOOTHILLS DRIVE NORTH
GOLDEN, CO 80401
PHONE: 303-273-9494
FAX: 303-273-9505
EMAIL: PECOLLINGS@MAMGT.COM

INVOICE

INVOICE NO: 03142018M2
DATE: June 18, 2018

To: **Waterset Central Community Development District**
Attn: Robert Bosarge
7281 Paradiso Dr.
Appolo Beach FL 33572

Date Rec'd Dist Office JUL 11 2018
DM Approval gr 7/13
Date Entered JUL 13 2018
Fund 001 GI 52900 CC 6404
Check # _____

TERMS
Due 7/18/18

DESCRIPTION	AMOUNT
Second (2) Lease payment due at closing for Tax-Exempt Lease Purchase Agreement Dated March 14, 2018 for Fitness Equipment	\$1,323.91

SUBTOTAL	\$1,323.91
TOTAL DUE	\$1,323.91

Please make check payable to **Municipal Asset Management** and mail it to the following address:

25288 Foothills Drive North
Golden, CO 80401

If you have any questions concerning this invoice, call: Municipal Asset Management, Paul Collings, 303-273-9494

THANK YOU FOR YOUR BUSINESS!

Municipal Asset Management, Inc.

25288 Foothills Drive North
Suite 225
Golden, CO 80401
(303) 273-9494

INVOICE

INVOICE NO: 0615976-96

DATE: 7/18/2018

To: Waterset Central CDD
Leslie Spock
56844 Old Pasco Road, Suite 100
Wesley Chapel, FL 34655

DUE DATE	RENTAL PERIOD
8/18/2018	

PMT NUMBER	DESCRIPTION	AMOUNT
3	Lease payment on Tax-Exempt Lease Purchase Agreement dated March 14, 2018 for the acquisition of fitness equipment. Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>9R</u> Date <u>7/30</u> Date entered <u>JUL 23 2018</u> Fund <u>001 GL57900 OC 6404</u>	1,323.91

Check # _____

TOTAL DUE

\$1,323.91

Please detach coupon and return with check payable to MUNICIPAL ASSET MANAGEMENT, INC. and remit to address above.

If you have any questions concerning this invoice,
call: Municipal Asset Management, Paul Collings, (303) 273-9494.

THANK YOU FOR YOUR BUSINESS!

Invoice #	Due Date	Total Due	Amount Enclosed
0615976-96	8/18/2018	\$1,323.91	

Waterset Central CDD
Leslie Spock
56844 Old Pasco Road, Suite 100
Wesley Chapel, FL 34655

Municipal Asset Management, Inc.
25288 Foothills Drive North
Suite 225
Golden, CO 80401



16210 North Florida Avenue
Lutz, FL 33549

Office: 813.968.7031
Toll Free: 888.908.8388
www.Nvirotect.com

INVOICE

Waterset Central CDD
7821 Paradiso Drive
Apollo Beach, FL 33572

Account Number: 12545
Invoice Number: 155654
Previous Balance: \$0.00
Commercial General Pests \$85.00
SalesTax: \$5.95
Service Amount: \$90.95
Check/Cash: _____
Technician(s): La Hill

Date: 7-13-18

Commercial General Pests

Call for a FREE Lawn Care Quote!

Next service FREE for each referral!*

Save 10% with yearly prepayment!*

*Exclusions apply. Contact office for details.

Inspection Area	Frequency	Type of Service
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Twice Per Month	<input type="checkbox"/> Baiting System
<input type="checkbox"/> Residential	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> General Household
<input checked="" type="checkbox"/> Outside	<input type="checkbox"/> Every Other Month	<input type="checkbox"/> Rodent Control
<input checked="" type="checkbox"/> Inside	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Termite Control
<input type="checkbox"/> Bank	<input type="checkbox"/> Annual	<input type="checkbox"/> Termite Renewal
<input type="checkbox"/> Medical	<input type="checkbox"/> Additional	<input type="checkbox"/> Tube System
<input checked="" type="checkbox"/> Professional		
<input type="checkbox"/> Retail		
<input type="checkbox"/> Industrial		

General Interior Pests / Termite

<input type="checkbox"/> Acrobat Ants	<input type="checkbox"/> Ghost Ants	<input type="checkbox"/> Advion Ant Bait Station .1%	<input type="checkbox"/> Maxforce Quantum .03%
<input type="checkbox"/> Argentine Ants	<input type="checkbox"/> Paper Wasps	<input type="checkbox"/> Advion Ant Gel Bait .05%	<input type="checkbox"/> Niban FG 5%
<input type="checkbox"/> Bees	<input type="checkbox"/> Pharaoh Ants	<input type="checkbox"/> Advion Roach Bait Stn .5%	<input checked="" type="checkbox"/> Perimeter Sweep
<input type="checkbox"/> Carpenter Ants	<input checked="" type="checkbox"/> Preventative	<input type="checkbox"/> Advion Roach Gel Bait .6%	<input type="checkbox"/> Taurus .06%
<input type="checkbox"/> Crazy Ants	<input type="checkbox"/> Roaches	<input type="checkbox"/> Alpine Aerosol	<input type="checkbox"/> Talstar Xtra .25%
<input type="checkbox"/> Drain Flies	<input type="checkbox"/> Silverfish	<input type="checkbox"/> Avert Dry Flow Bait .054%	<input checked="" type="checkbox"/> Transport GHP .11%
<input type="checkbox"/> Drywood Termites	<input type="checkbox"/> Spiders	<input type="checkbox"/> CM Insect Monitors	<input type="checkbox"/> Transport Mikron .11%
<input type="checkbox"/> Fire Ants	<input type="checkbox"/> Sub Termites	<input type="checkbox"/> Dekko S.F. Paks	<input type="checkbox"/> Vector Bio - 5
<input type="checkbox"/> Fleas	<input type="checkbox"/> Ticks	<input type="checkbox"/> Gentrol Liquid	<input type="checkbox"/> Wasp Freeze .249%
<input type="checkbox"/> German Roaches		<input checked="" type="checkbox"/> Inspection	

Rodent Control

<input type="checkbox"/> Exclusions	<input type="checkbox"/> Contrac Blox	<input type="checkbox"/> Glue Boards
<input type="checkbox"/> Mice	<input type="checkbox"/> Tin Cats	<input type="checkbox"/> Rodent Bait Stations
<input type="checkbox"/> Rats	<input type="checkbox"/> Final Blox	<input type="checkbox"/> Snap Traps

PAYMENT DUE UPON RECEIPT.

We accept Visa, Mastercard and Discover.

Ask us about automatic payments and paperless billing!

Instructions: _____

Date Rec'd Rizzetta & Co., Inc. _____

GMI approval gr Date 8/20

Date entered _____

Fund 121 GL 57900 OC 6404

Check # _____

**NVIROTECT**

PEST CONTROL SERVICES

16210 North Florida Avenue
Lutz, FL 33549Office: 813.968.7031
Toll Free: 888.908.8388
www.Nvirotect.comWaterset Central CDD
7821 Paradiso Drive
Apollo Beach, FL 33572

AUG 20 2018

INVOICE

Account Number: 12545

Invoice Number: 157639

Previous Balance: \$85.00

\$85.00

Date: 8-16-18

Commercial General Pests

Sales Tax: \$0.00

Service Amount: \$85.00

Call for a FREE Lawn Care Quote!

Next service FREE for each referral!*

Save 10% with yearly prepayment!*

*Exclusions apply. Contact office for details.

Check/Cash: _____

Technician(s): Will**Inspection Area**☒ Commercial☐ Residential☒ Outside☐ Inside☐ Bank☐ Medical☒ Professional☐ Retail☐ Industrial**Frequency**☐ Twice Per Month☒ Monthly☐ Every Other Month☐ Quarterly☐ Annual☐ Additional**Type of Service**☐ Baiting System☒ General Household☐ Rodent Control☐ Termite Control☐ Termite Renewal☐ Tube System**General Interior Pests / Termite**☐ Acrobat Ants☐ Argentine Ants☐ Bees☐ Carpenter Ants☐ Crazy Ants☐ Drain Flies☐ Drywood Termites☐ Fire Ants☐ Fleas☐ German Roaches☐ Ghost Ants☐ Paper Wasps☐ Pharaoh Ants☒ Preventative☐ Roaches☐ Silverfish☐ Spiders☐ Sub Termites☐ Ticks**Treatment**☐ Advion Ant Bait Station .1%☐ Advion Ant Gel Bait .05%☐ Advion Roach Bait Stn .5%☐ Advion Roach Gel Bait .6%☐ Alpine Aerosol☐ Avert Dry Flow Bait .051%☐ CM Insect Monitors☐ Dekko S.F. Paks☐ Gentrol Liquid☒ Inspection☐ Maxforce Quantum .03%☐ Niban FG 5%☒ Perimeter Sweep☐ Taurus .06%☐ Talstar Xtra .25%☒ Transport GHP .11%☐ Transport Mikron .11%☐ Vector Bio - 5☐ Wasp Freeze .249%**Rodent Control**☐ Exclusions☐ Mice☐ Rats**Treatment**☐ Contrac Blox☐ Tin Cats☐ Final Blox☐ Glue Boards☐ Rodent Bait Stations☐ Snap Traps

PAYMENT DUE UPON RECEIPT.

Date Rec'd Rizzella & Co., Inc.

We accept Visa, Mastercard, Discover.
Ask us about automatic payments and paperless billing!

Instructions:

Date entered

Fund 01 GL 57900 OC 6401

Check # _____

Rizzetta & Company, Inc.
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
8/1/2018	INV0000034060

Bill To:

Waterset Central CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of		Terms	Client Number
August		Upon Receipt	00168
Description	Qty	Rate	Amount
District Management Services	1.00	\$1,675.00	\$1,675.00
Administrative Services	1.00	\$375.00	\$375.00
Accounting Services	1.00	\$1,500.00	\$1,500.00
Financial & Revenue Collections	1.00	\$300.00	\$300.00
<p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>GR</u> Date <u>7/30</u></p> <p>Date entered _____</p> <p>Fund <u>101</u> GL <u>51300</u> OC _____ <u>3101</u></p> <p>Check # _____ <u>3100</u></p> <p><u>3201</u></p> <p><u>3111</u></p>			
Subtotal			\$3,850.00
Total			\$3,850.00

Rizzetta Technology Services
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Invoice

Date	Invoice #
8/1/2018	INV0000003544

Bill To:

Waterset Central CDD
 3434 Colwell Avenue
 Suite 200
 Tampa FL 33614

Services for the month of		Terms	Client Number
August		Net 20	00168
Description	Qty	Rate	Amount
Email Hosting	5	\$15.00	\$75.00
Website Hosting Services	1	\$100.00	\$100.00
<p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>gr</u> Date <u>7/30</u></p> <p>Date entered <u>JUL 26 2018</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>5103</u></p> <p>Check # _____</p>			
Subtotal			\$175.00
Total			\$175.00

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
7/14/2018	4640

Bill To
Waterset Central CDD c/o Rizzetta & Co 9428 Camden Field PKWY Riverview, FL 33578

P.O. No.	Terms	Project
July 2018		

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included. JUL 16 2018 Date Rec'd Rizzetta & Co., Inc. _____ D/M approval <u>GR</u> Date <u>7/30</u> Date entered <u>JUL 25 2018</u> Fund <u>001</u> GE <u>57200</u> OC <u>4625</u> Check # _____	1,850.00	1,850.00
Thank you for your business.		Total	\$1,850.00

Phone #

(727) 271-1395

Suncoast Pool Service

P.O. Box 224
Elfers, FL 34680

Invoice

Date	Invoice #
8/3/2018	4713

Bill To
Waterset Central CDD c/o Rizzetta & Co 9428 Camden Field PKWY Riverview, FL 33578

AUG 0 0 2018

P.O. No.	Terms	Project
August 2018		

Quantity	Description	Rate	Amount
1	Swimming Pool Service including chemical balance, debris removal from surface and bottom of swimming pool, vacuuming, tile cleaning and skimming. Operational checks of pumps, filter system, chemical feeders, flow meters and vacuum gauges. Chemicals Included. Date Rec'd Rizzetta & Co., Inc. _____ O/M approval <u>gr</u> Date <u>8/13</u> Date entered <u>AUG 0 6 2018</u> Fund <u>001</u> GL <u>57200</u> OC <u>4625</u> Check # _____	1,850.00	1,850.00

Thank you for your business.

Phone #

(727) 271-1395

Total

\$1,850.00



ACCOUNT INVOICE

tampaelectric.com | f t p g+ in

Statement Date: 06/04/2018
Account: 221003491596

WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

Current month's charges:	\$257.59
Total amount due:	\$257.59
Payment Due By:	06/25/2018

Your Account Summary

Previous Amount Due	\$957.18
Payment(s) Received Since Last Statement	-\$957.18
Current Month's Charges	\$257.59
Total Amount Due	\$257.59

Date Rec'd Rizzetta & Co., Inc. JUL 17 2018
D/M approval ge Date 7/17
Date entered JUL 17 2018
Fund 001 GL 53100 OC 4301
Check # _____

Get updates on your service

Sign up for free **Power Updates** to receive updates about your electric service - right to your mobile device. Learn more at tampaelectric.com/powerupdates.



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Billing and payments made easy!

We offer many convenient and free ways to receive and pay your electric bill, such as Paperless Billing and Direct Debit. For more on our convenient options, log into tecoaccount.com or visit tampaelectric.com and select *Pay Your Bill*.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003491596

Current month's charges:	\$257.59
Total amount due:	\$257.59
Payment Due By:	06/25/2018

Amount Enclosed \$ _____

646444689125

WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6464446891252210034915960000000257595

Contact Information

Residential Customer Care
813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care
866-832-6249

Hearing Impaired/TTY
711
Power Outages Toll-Free
877-588-1010

Energy-Saving Programs
813-275-3909

Mail Payments to
TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed monthly amount to cover the cost of providing service to your location.

Bright ChoicesSM – The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing – Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

Energy Charge – The cost (except fuel) of producing the electricity you purchased, including conservation, environmental and capacity cost recovery charges.

Estimated – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your electric use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

Florida Gross Receipts Tax – A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax – A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

Franchise Fee – A fee levied by a municipality for the right to utilize public property for the purpose of providing electric service. Like taxes, the fee is collected by Tampa Electric and is paid to the municipality.

Fuel Charge – Cost of fuel used to produce electricity you purchased. Fuel costs are passed through from fuel suppliers to our customers with no markup or profit to Tampa Electric.

Kilowatt-Hours (kWh) – The basic measurement of electric energy use.

Late Payment Charge – For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

Municipal Public Service Tax – In addition to the Franchise Fee, many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

Past Due – Previous charges that are past due are subject to a late payment charge fee and may result in disconnection.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

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Share – A program co-sponsored by Tampa Electric and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Tampa Electric.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid interruption of service.

Zap Cap Systems[®] – Surge protection for your home or business sold separately as a non-energy charge.

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- Pay by credit or debit card using KUBRA EZ-PAY at tampaelectric.com or call 866-689-6469.
(A convenience fee will be charged to your bank account or credit card.)

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Por favor, visite tampaelectric.com para ver esta información en español.



ACCOUNT INVOICE

tampaelectric.com | f t p g+ in

Account: 221003491596
Statement Date: 06/04/2018
Current month's charges due 06/25/2018

Details of Charges – Service from 04/28/2018 to 05/29/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Location: POOL

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
C19736	05/29/2018	0	0		0 kWh	1	32 Days

Basic Service Charge	\$19.94	Tampa Electric Usage History Kilowatt-Hours Per Day (Average) JUN 2018 0 MAY 2018 0
Florida Gross Receipt Tax	\$0.51	
Electric Service Cost	\$20.45	
State Tax	\$1.63	
Total Electric Cost, Local Fees and Taxes	\$22.08	

Lighting Service Items LS-1 (Bright Choices) for 7 days

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Lighting Energy Charge	65 kWh @ \$0.03207/kWh	\$2.08	\$91.62
Fixture & Maintenance Charge	8 Fixtures	\$41.20	
Lighting Pole / Wire	8 Poles	\$40.19	
Lighting Fuel Charge	65 kWh @ \$0.03095/kWh	\$2.01	
Florida Gross Receipt Tax		\$0.10	
Franchise Fee		\$0.00	
State Tax		\$6.04	
Lighting Charges			
Other Fees and Charges			
Deposit Payment(Receipt #100000831422*)		\$600.00	
Keep this receipt as proof of payment for deposit			
Total Other Fees and Charges			\$0.00

Details of Charges – Service from 04/28/2018 to 05/29/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
C55591	05/29/2018	3,232	2,051		1,181 kWh	1	32 Days

Basic Service Charge	\$19.94	Tampa Electric Usage History Kilowatt-Hours Per Day (Average) JUN 2018 37 MAY 2018 37 APR 2018 32 MAR 2018 09
Energy Charge	1,181 kWh @ \$0.06184/kWh	\$73.03
Fuel Charge	1,181 kWh @ \$0.03132/kWh	\$36.99
Florida Gross Receipt Tax		\$3.33

Billing information continues on next page

Details of Charges – Service from 04/28/2018 to 05/29/2018 *continued*

Electric Service Cost	\$133.29	
State Tax	\$10.60	
Total Electric Cost, Local Fees and Taxes		\$143.89
Total Current Month's Charges		\$257.59



ACCOUNT INVOICE

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WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

Statement Date: 07/05/2018

Account: 221003491596

Past Due - Pay Immediately \$257.59

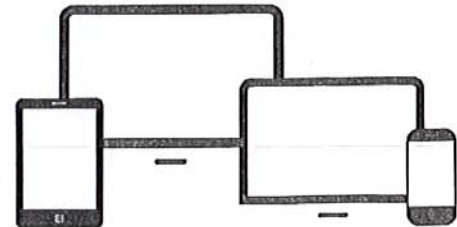
Current month's charges:	\$1,058.45
Total amount due:	\$1,316.04
Payment Due By:	07/26/2018

Your Account Summary

Previous Amount Due	\$257.59
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately	\$257.59
Current Month's Charges	\$1,058.45
Total Amount Due	\$1,316.04

Date Rec'd Rizzetta & Co., Inc. JUL 17 2018
D/M approval gr Date 7/17
Date entered JUL 17 2018
Fund 001 GL 53100 OC 4301
Check # _____

Access your account anytime,
anywhere from any device



Log in to tecoaccount.com
to view and pay your bill, manage
your account and more!

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Know what's below.
Call before you dig.

Help us avoid service interruptions

Call 811 two full business days before your project to have utility lines marked for free. Utility lines can easily be damaged by planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/callbeforeyoudig.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003491596

Past Due - Pay Immediately \$257.59

Current month's charges:	\$1,058.45
Total amount due:	\$1,316.04
Payment Due By:	07/26/2018

Amount Enclosed \$ _____

600000118005

WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6000001180052210034915960000001316041

Contact Information

Residential Customer Care

813-223-0800 (Hillsborough County)
863-299-0800 (Polk County)
888-223-0800 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY
711

Power Outages Toll-Free
877-588-1010

Energy-Saving Programs
813-275-3909

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day – The average amount of electricity purchased per day.

Basic Service Charge – A fixed monthly amount to cover the cost of providing service to your location.

Bright ChoicesSM – The number of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

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ACCOUNT INVOICE

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Account: 221003491596
Statement Date: 07/05/2018
Current month's charges due 07/26/2018

Details of Charges – Service from 05/30/2018 to 06/27/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Location: POOL

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
C19736	06/27/2018	1,177	0		1,177 kWh	1	29 Days

Basic Service Charge		\$19.94
Energy Charge	1,177 kWh @ \$0.06184/kWh	\$72.79
Fuel Charge	1,177 kWh @ \$0.03132/kWh	\$36.86
Florida Gross Receipt Tax		\$3.32
Electric Service Cost		\$132.91
State Tax		\$10.57

\$143.48

Tampa Electric Usage History

Kilowatt-Hours Per Day
(Average)



Total Electric Cost, Local Fees and Taxes

Lighting Service Items LS-1 (Bright Choices) for 29 days

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Lighting Energy Charge	280 kWh @ \$0.03207/kWh	\$8.98
Fixture & Maintenance Charge	8 Fixtures	\$176.56
Lighting Pole / Wire	8 Poles	\$172.24
Lighting Fuel Charge	280 kWh @ \$0.03095/kWh	\$8.67
Florida Gross Receipt Tax		\$0.45
Franchise Fee		\$0.00
State Tax		\$25.86

\$392.76

Lighting Charges

Other Fees and Charges

Electric Late Payment Fee	\$5.00
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Total Other Fees and Charges

\$5.00

Details of Charges – Service from 05/30/2018 to 06/27/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	=	Total Used	Multiplier	Billing Period
C55591	06/27/2018	7,984	3,232		4,752 kWh	1	29 Days

Basic Service Charge		\$19.94
Energy Charge	4,752 kWh @ \$0.06184/kWh	\$293.86
Fuel Charge	4,752 kWh @ \$0.03132/kWh	\$148.83
Florida Gross Receipt Tax		\$11.86

Tampa Electric Usage History

Kilowatt-Hours Per Day
(Average)

Billing information continues on next page

Details of Charges – Service from 05/30/2018 to 06/27/2018 *continued*

Electric Service Cost	\$474.49	
State Tax	\$37.72	
Total Electric Cost, Local Fees and Taxes		\$512.21
Other Fees and Charges		
Electric Late Payment Fee	\$5.00	
Total Other Fees and Charges		\$5.00
Total Current Month's Charges		\$1,058.45



ACCOUNT INVOICE

tampaelectric.com | f t p s in

WATERSET CENTRAL CDD POOL HEATER
7281 PARADISO DR
APOLLO BEACH, FL 33572

RECEIVED
AUG - 8 2018

BY:

Statement Date: 08/03/2018

Account: 221003491596

Past Due - Pay Immediately \$1,281.04

Current month's charges: \$2,797.12

Total amount due: \$4,078.16

Payment Due By: 08/24/2018

Your Account Summary

Previous Amount Due	\$1,316.04
Payment(s) Received Since Last Statement	\$0.00
Miscellaneous Credits	-\$35.00
Past Due -- Pay Immediately	\$1,281.04
Current Month's Charges	\$2,797.12
Total Amount Due	\$4,078.16

Date Rec'd Rizzetta & Co., Inc.

D/M approval GR Date 8/20

Date entered AUG 13 2018

Fund CD GL 51300 OC 4301

Check #

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Know what's below.
Call before you dig.

Help us avoid service interruptions

Call 811 two full business days before your project to have utility lines marked for free. Utility lines can easily be damaged by planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or tampaelectric.com/callbeforeyoudig.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003491596

Past Due - Pay Immediately \$1,281.04

Current month's charges: \$2,797.12

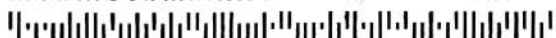
Total amount due: \$4,078.16

Payment Due By: 08/24/2018

Amount Enclosed \$ 2,797.12

600000125163

00002159 01 A9 0 40 33544 FTECO106041800024210 00000 06 01000000 006 06 28813 003



WATERSET CENTRAL CDD POOL HEATERS
5844 OLD PASCO RD, STE 100
WESLEY CHAPEL, FL 33544-4010

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6000001251632210034915960000004078168

Contact Information

Residential Customer Care
813-223-0800 (Hillsborough County)
866-299-0800 (Polk County)
888-223-0800 (All other counties)

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Hearing Impaired/TTY
711

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Tampa, FL 33631-5318

All Other Correspondence
Tampa Electric
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Electric Charges

Average kWh per day The average amount of electricity purchased per day.

Basic Service Charge A fixed monthly amount to cover the cost of providing service to your location.

Bright Choices® The transfer of light fixtures and/or poles leased from Tampa Electric, and associated fees and charges.

Budget Billing Optional plan takes the highs and lows out of monthly electric bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

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Fuel Charge Cost of fuel used to produce electricity you purchased. Fuel costs are passed through fees for supplies to our customers who make a markup to Tampa Electric.

Kilowatt-Hours (kWh) The basic measurement of electric energy use.

Late Payment Charge For past due amounts more than \$10, the late payment charge is the greater of \$5 or 1.5% of the past due amount. For past due amounts of \$10 or less, the late payment charge is 1.5% of the past due amount.

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Past Due Previous charges remain past due and subject to a late payment charge fee and may result in disconnection.

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 - Pay by credit or debit card using KUBRA EZ PAY at tampaelectric.com code: 866-689-6469.
- A convenience fee will be charged to you for all account or card payment.

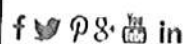
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For faster service, visit tampaelectric.com or call 866-689-6469 for more information.

ACCOUNT INVOICE

tampaelectric.com



Account: 221003491596
 Statement Date: 08/03/2018
 Current month's charges due 08/24/2018



BY:

Details of Charges – Service from 06/28/2018 to 07/30/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Location: POOL

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
C19736	07/30/2018	15,509	1,177	14,332 kWh	1	33 Days

Basic Service Charge		\$19.94
Energy Charge	14,332 kWh @ \$0.06184/kWh	\$886.29
Fuel Charge	14,332 kWh @ \$0.03132/kWh	\$448.88
Florida Gross Receipt Tax		\$34.75
Electric Service Cost		\$1,389.86
State Tax		\$110.50

\$1,500.36

Total Electric Cost, Local Fees and Taxes

Lighting Service Items LS-1 (Bright Choices) for 30 days

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Lighting Energy Charge	280 kWh @ \$0.03207/kWh	\$8.98
Fixture & Maintenance Charge	8 Fixtures	\$176.56
Lighting Pole / Wire	8 Poles	\$172.24
Lighting Fuel Charge	280 kWh @ \$0.03095/kWh	\$8.67
Florida Gross Receipt Tax		\$0.45
Franchise Fee		\$0.00
State Tax		\$25.86

Lighting Charges

\$392.76

Other Fees and Charges

Electric Late Payment Fee	\$5.00
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Total Other Fees and Charges

\$5.00

Details of Charges – Service from 06/28/2018 to 07/27/2018

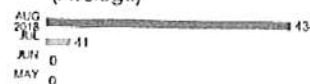
Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	Total Used	Multiplier	Billing Period
C55591	07/27/2018	16,148	7,984	8,164 kWh	1	30 Days

Basic Service Charge		\$19.94
Energy Charge	8,164 kWh @ \$0.06184/kWh	\$504.86
Fuel Charge	8,164 kWh @ \$0.03132/kWh	\$255.70
Florida Gross Receipt Tax		\$20.01

Tampa Electric Usage History

 Kilowatt-Hours Per Day
 (Average)


Billing information continues on next page

Details of Charges -- Service from 06/28/2018 to 07/27/2018 *continued*

Electric Service Cost	\$800.51	
State Tax	\$63.65	
Total Electric Cost, Local Fees and Taxes		\$864.16
Other Fees and Charges		
Electric Late Payment Fee	\$9.84	
Total Other Fees and Charges		\$9.84
Miscellaneous Adjustments		\$25.00
Total Current Month's Charges		\$2,797.12

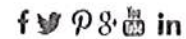
Miscellaneous Credits

Elec Late Payment Chrg Credit	-\$5.00
Elec Field Visit Chrg Rev	-\$25.00
Elec Late Payment Chrg Credit	-\$5.00
Total Current Month's Credits	-\$35.00



ACCOUNT INVOICE

peoplesgas.com



Statement Date: 07/03/2018
Account: 221003734730

WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

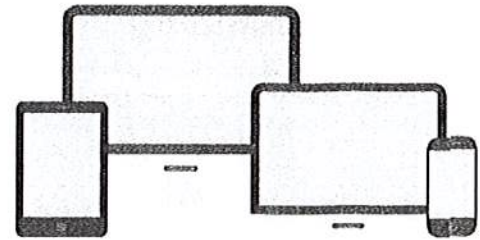
Current month's charges:	\$452.45
Total amount due:	\$452.45
Payment Due By:	07/24/2018

Your Account Summary

Previous Amount Due	\$0.00
Payment(s) Received Since Last Statement	\$0.00
Current Month's Charges	\$452.45
Total Amount Due	\$452.45

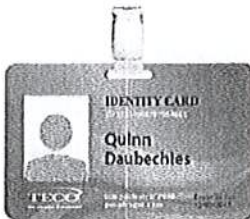
Date Rec'd Rizzetta & Co., Inc. JUL 10 2018
D/M approval gr Date 7/13
Date entered JUL 13 2018
Fund 001 GL 53100 4301
Check# _____

Access your account anytime,
anywhere from any device



Log in to tecoaccount.com
to view and pay your bill, manage
your account and more!

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Safety tip: ask for identification

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WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003734730

Current month's charges:	\$452.45
Total amount due:	\$452.45
Payment Due By:	07/24/2018

Amount Enclosed \$ 452.45

630395322967

00006265 02 AB 0 40 33578 FTECO107041802103710 00000 06 01000000 003 10 41564 004



WATERSET CENTRAL CDD POOL HEATERS
9428 CAMDEN FIELD PKWY
RIVERVIEW, FL 33578-0519

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6303953229672210037347300000000452453



Thank you for ranking us "Highest in Satisfaction with
Midsize Residential Natural Gas Service in the South"
five years in a row!

For J.D. Power award information, visit jdpower.com

Contact Information

Residential Customer Care

813-223-0800 (Tampa)
863-299-0800 (Lakeland)
352-622-0111 (Ocala)
954-453-0777 (Broward)
305-940-0139 (Miami)
727-826-3333 (St. Petersburg)
407-425-4662 (Orlando)
904-739-1211 (Jacksonville)
877-832-6747 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Natural Gas Outage

877-832-6747

Natural Gas Energy Conservation Rebates

877-832-6747

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-3318

All Other Correspondence

Peoples Gas
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Natural Gas Charges

BTU British thermal unit - a unit of heat measurement

Budget Billing Optional plan takes the highs and lows out of monthly natural gas bills. This "leveling" billing plan averages your gas 12 monthly billing periods so you can pay about the same amount for your service each month.

Buried Piping Notification Federal regulations require that Peoples Gas notify our customers who own buried piping of the following: 1) When excavating near buried gas piping, the piping should be located in advance; 2) The gas supplier does not own or maintain the customer's buried piping; 3) Buried piping that is not maintained may be subject to corrosion and/or leakage. Buried piping should be inspected periodically and any unsafe conditions repaired. Licensed plumbers, heating and air conditioning contractors, or Peoples Gas can conduct inspections.

Conversion Factor This factor is used to adjust for variations from standard delivery pressure and standard delivery temperature when applicable.

Customer Charge A fixed monthly amount to cover the cost of providing gas service. The charge is billed monthly regardless if any gas is used.

Distribution Charge Covers the costs of moving gas from its source to your premise, other than the cost of gas itself.

Estimated If Peoples Gas was unable to read your gas meter, "ESTIMATED" will appear. Your gas use has been estimated based on previous usage. The meter is scheduled to be read next month and any difference between the estimate and actual use will be adjusted accordingly.

Florida Gross Receipts Tax A tax is imposed on gross receipts from utility services that are delivered to retail customers in Florida, in accordance with Chapter 203 of the Florida Statutes. The tax is levied on utility companies, which collect the tax from all customers, unless exempt, and remit to the state.

Florida State Tax A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

For more information about your bill, please visit peoplesgas.com

Your payment options are:

- Schedule free one-time electronic payments at peoplesgas.com using an existing or savings account.
 - Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
 - Pay in person at a local payment agent. For a listing of authorized agents, visit peoplesgas.com or call Customer Care at the number listed above.
 - Pay by credit or debit card using KIPRA EZ PAY at peoplesgas.com or call 866-689-6469.
- A convenience fee will be charged on your bank or credit card payment.

When making your payment, please have your bill number and name.

Please note: If you choose to pay your bill via customer assistance, we will be provided by Peoples Gas, you are paying the utility bill. It is not intended to act as a payment agent of Peoples Gas. PEOPLES GAS AND ITS AGENTS, EMPLOYEES, AND PARTIAL OWNERS ARE NOT PAYMENT AGENTS OF PEOPLES GAS. PEOPLES GAS AND ITS AGENTS, EMPLOYEES, AND PARTIAL OWNERS ARE NOT PAYMENT AGENTS OF PEOPLES GAS. PEOPLES GAS AND ITS AGENTS, EMPLOYEES, AND PARTIAL OWNERS ARE NOT PAYMENT AGENTS OF PEOPLES GAS. PEOPLES GAS AND ITS AGENTS, EMPLOYEES, AND PARTIAL OWNERS ARE NOT PAYMENT AGENTS OF PEOPLES GAS.

Or, visit us at peoplesgas.com for a convenient online payment option.

Account: 221003734730
 Statement Date: 07/03/2018
 Current month's charges due 07/24/2018

Details of Current Month's Charges -- Service from - 06/01/2018 to 06/27/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service 1 (GS1)

Meter Location: Pool Heaters

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
ANX04032	06/27/2018	0		0		0 CCF		1.039		1.0000		0.0 Therms	27 Days

Customer Charge

\$35.00

Peoples Gas Usage History
Natural Gas Service Cost
\$35.00

 Therms Per Day
 (Average)

State Tax

\$2.45

JUL 2018 0.0

\$37.45
Total Natural Gas Cost, Local Fees and Taxes
Other Fees and Charges

Gas Security Deposit

\$340.00

Gas Connection Chrg Inact Same

\$75.00

Total Other Fees and Charges
\$415.00
Total Current Month's Charges
\$452.45

00000265-0012836 Page 3 of 8



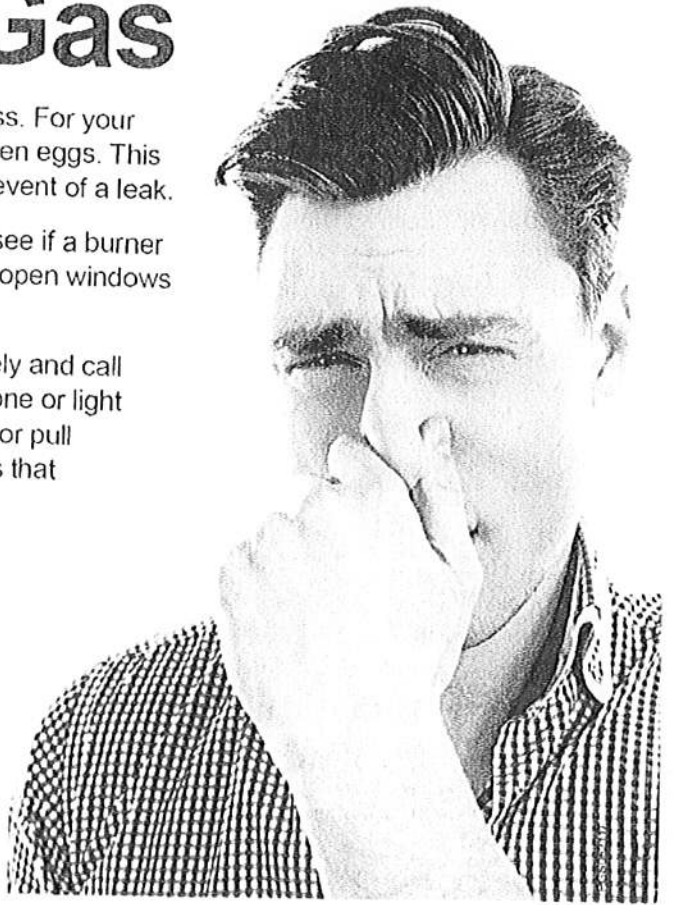
If You Smell Gas

In its natural state, natural gas is both colorless and odorless. For your safety, a chemical ingredient is added which smells like rotten eggs. This unpleasant odor of natural gas is for your protection in the event of a leak.

If you suspect a natural gas leak, check your pilot lights or see if a burner valve has been left partially on. If you can't find the source, open windows and doors to disperse the gas and call Peoples Gas.

If the odor is extremely strong, leave the building immediately and call Peoples Gas from a neighbor's phone. Do not use your phone or light any matches. Do not operate switches or electrical devices or pull any plugs from outlets. Any of these actions could ignite gas that may have accumulated.

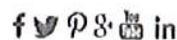
A gas leak is a rare occurrence, but for your protection, 24-hour emergency service is available with a phone call to Peoples Gas toll free at 877-TECO-PGS (877-832-6747).





ACCOUNT INVOICE

peoplesgas.com



WATERSET CENTRAL CDD POOL HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

Statement Date: 08/02/2018

Account: 221003734730

Past Due -- Pay Immediately \$452.45

Current month's charges: \$36.69

Total amount due: \$489.14

Payment Due By: 08/23/2018

Your Account Summary

Previous Amount Due BY: \$452.45
Payment(s) Received Since Last Statement \$0.00
Past Due -- Pay Immediately \$452.45
Current Month's Charges \$36.69
Total Amount Due \$489.14

Date Rec'd Rizzetta & Co., Inc. 9R Date 8/13
D/M approval Date 8/13
Date entered AUG 07 2018
Fund 00 GL 53200 OC 430/
Check #

More perks. Less clutter.

Enroll in Paperless
Billing by Sept. 30, 2018
from tecoaccount.com
to be entered to win
an iPad!*



*Learn more about the benefits and view the drawing terms
and conditions at tecosupport.com/paperlessbilling

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Hot baths, warm towels and perfect meals.
Plus cash-back rebates when you upgrade
existing or install new natural gas appliances.

Love Natural Gas

peoplesgas.com/rebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221003734730

Past Due -- Pay Immediately \$452.45

Current month's charges: \$36.69

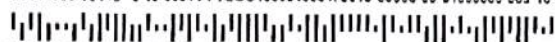
Total amount due: \$489.14

Payment Due By: 08/23/2018

Amount Enclosed \$ 36.69

650148425083

00004828 02 AB 0 40 33544 FTECO106021623472010 00000 08 01000000 003 10 40640 004



WATERSET CENTRAL CDD POOL HEATERS
5844 OLD PASCO RD, STE 100
WESLEY CHAPEL, FL 33544-4010

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

65014842508322100373473000000000489141



Contact Information

Residential Customer Care

813 223 0800 (Tampa)
863 299 0800 (Lakeland)
352 622 0111 (Ocala)
954 453 0777 (Broward)
305 940 0139 (Miami)
727 826 3333 (St. Petersburg)
407 429 4662 (Orlando)
904 739 1211 (Jacksonville)
877 832 6747 (All other counties)

Commercial Customer Care

866 832 6747

Hearing Impaired/TTY

711

Natural Gas Outage

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Natural Gas Energy Conservation Rebates

877 832 6747

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Tampa, FL 33631 3318

All Other Correspondence

Peoples Gas
P.O. Box 111
Tampa, FL 33601-0111

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Conversion Factor This factor is used to adjust for variations from standard delivery pressure and standard delivery temperature where applicable.

Customer Charge A fixed monthly amount to cover the cost of providing gas service. This charge is billed monthly regardless if any gas is used.

Distribution Charge Covers the costs of moving gas from its source to your premises, other than the cost of gas itself.

Estimated If Peoples Gas was unable to read your gas meter, "ESTIMATED" will appear. Your gas use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

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Florida State Tax A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

For more information about your bill, please visit peoplesgas.com

Your payment options are:

- Schedule Free automatic or recurring payments at peoplesgas.com using a checking or savings account.
- Mail your payment in the enclosed envelope. Please show sufficient time for delivery.
- Pay in person at a local payment agent. For a listing of authorized payment agents, visit peoplesgas.com or call Customer Care at the number listed above.
- Pay by credit or debit card using KUBRA EZ PAY at peoplesgas.com or call 866-689-6469.
(A longer processing time will be charged to your bank account or credit card.)

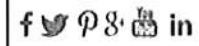
When making your payment, please have your bill or account number available.

Please note: Please choose to pay your bill at a local optional tax collection agent provided by Peoples Gas, yet do not pay a third party who is not authorized to act as a payment agent of Peoples Gas. You pay money to the tax collector and they will relay the payment to Peoples Gas, and deliver it in a timely fashion. Peoples Gas is not responsible for payments made to unauthorized agents, including but not limited to, your energy dealer, the payment agent. Such failures may result in a payment to be made to your account or service being disconnected.

For savings visit peoplesgas.com or call 866-689-6469.



ACCOUNT INVOICE



Account: 221003734730
 Statement Date: 08/02/2018
 Current month's charges due 08/23/2018

RECEIVED
 AUG - 6 2018

BY:

Details of Current Month's Charges – Service from - 06/28/2018 to 07/30/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service 1 - Transportation

Meter Location: Pool Heaters

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
ANX04032	07/30/2018	0		0		0 CCF		1.040		1.0000		0.0 Therms	33 Days

Customer Charge

\$35.00

Natural Gas Service Cost

\$35.00

Other Fees and Charges

Gas Late Payment Fee

\$1.69

Total Other Fees and Charges

\$1.69

Total Current Month's Charges

\$36.69

Peoples Gas Usage History

Therms Per Day
 (Average)

AUG 00
 2018 00
 JUL 00

00004826-0010207-Page 3 of 8



Help us avoid service interruptions

Call 811 two full business days before your project to have utility lines marked for free. Utility lines can easily be damaged by planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors.

Digging on Saturday? Call 811 by Wednesday.

Visit sunshine811.com or peoplesgas.com/callbeforeyoudig.

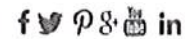


Know what's below.
Call before you dig.



ACCOUNT INVOICE

peoplesgas.com



Statement Date: 07/03/2018
Account: 221004023737

WATERSET CENTRAL CDD POOL HEATERS
WATER HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

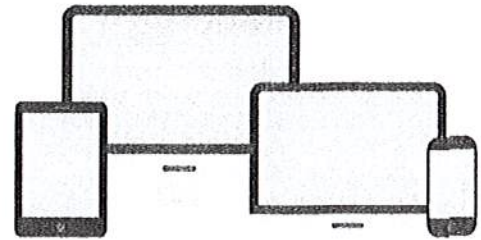
Current month's charges:	\$37.45
Total amount due:	\$37.45
Payment Due By:	07/24/2018

Your Account Summary

Previous Amount Due	\$198.73
Payment(s) Received Since Last Statement	-\$198.73
Current Month's Charges	\$37.45
Total Amount Due	\$37.45

Date Rec'd Rizzetta & Co., Inc. JUL 10 2018
D/M approval 92 Date 7/13
Date entered JUL 13 2018
Fund 001 GL 53100 EC 4301
Check# _____

Access your account anytime,
anywhere from any device



Log in to tecoaccount.com
to view and pay your bill, manage
your account and more!

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Safety tip: ask for identification

Please remember, if someone visits your home or business and claims to be an employee of TECO, ask to see his or her company badge.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221004023737

Current month's charges:	\$37.45
Total amount due:	\$37.45
Payment Due By:	07/24/2018
Amount Enclosed	\$ <u>37.45</u>

672370610890



WATERSET CENTRAL CDD POOL HEATERS
WATER HEATERS
9428 CAMDEN FIELD PKWY
RIVERVIEW, FL 33578-0519

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6723706108902210040237370000000037452



Thank you for ranking us "Highest in Satisfaction with
Midsize Residential Natural Gas Service in the South"
five years in a row!

For J.D. Power awards information, visit jdpower.com

Contact Information

Residential Customer Care

813-223-0800 (Tampa)
866-299-0800 (Lakeland)
352-622-0111 (Ocala)
954-453-0777 (Broward)
305-940-0139 (Miami)
727-826-3333 (St. Petersburg)
407-425-4662 (Orlando)
904-739-1211 (Jacksonville)
877-832-6747 (All other counties)

Commercial Customer Care

866-832-6249

Hearing Impaired/TTY

711

Natural Gas Outage

877-832-6747

Natural Gas Energy Conservation Rebates

877-832-6747

Mail Payments to

TECO
P.O. Box 34318
Tampa, FL 33631-3318

All Other Correspondence

Peoples Gas
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Natural Gas Charges

BTU British thermal unit, a unit of heat measurement.

Budget Billing Optional plan takes the highs and lows out of monthly natural gas bills. This "leveling" billing plan averages your last 12 monthly billing periods so you can pay about the same amount for your service each month.

Buried Piping Notification Federal regulations require that Peoples Gas notify our customers who own buried piping of the following: 1) When excavating near buried gas piping, the piping should be located in advance; 2) The gas supplier does not own or maintain the customer's buried piping; 3) Buried piping that is not maintained may be subject to corrosion and/or leakage. Buried piping should be inspected periodically and any unsafe conditions repaired. Licensed plumbers, heating and air conditioning contractors, or Peoples Gas can conduct inspections.

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Estimated If Peoples Gas was unable to read your gas meter, "ESTIMATED" will appear. Your gas use has been estimated based on previous usage. The meter is scheduled to be read next month, and any difference between the estimate and actual use will be adjusted accordingly.

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Florida State Tax A privilege tax imposed on every person who engages in the business of selling or renting tangible personal property at retail in the state, in accordance with Chapter 212 of the Florida Statutes.

For more information about your bill, please visit peoplesgas.com

Your payment options are:

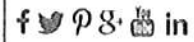
- Schedule free one-time or recurring payments at peoplesgas.com using a checking or savings account.
 - Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
 - Pay in person at a local payment center. For a listing of authorized payment locations, visit peoplesgas.com under Customer Care and the number listed above.
 - Pay by credit or debit card using KUBRA EZ PAY at peoplesgas.com or call 866-689-6469.
- A convenience fee will be charged for your transaction made online.

When making your payment, please have your biller account number available.

Please note: If you choose to pay your bill online, you will need to create a secure website account to pay Peoples Gas, yet it is not required to create an account to be used as a payment agent for Peoples Gas. You need the gas biller's authorized party to be able to pay the bill to Peoples Gas, and this is why we further Peoples Gas's efforts to keep your bill payment made through our website secure, including the following steps: 1) We deliver the payment to our Secure Billing system, 2) We do not email or post your payment information, 3) We send you the bill.

For more information, visit peoplesgas.com under the Customer Care section.

ACCOUNT INVOICE



Account: 221004023737
Statement Date: 07/03/2018
Current month's charges due 07/24/2018

Details of Current Month's Charges – Service from - 05/30/2018 to 06/27/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service 1 (GS1)

Meter Location: Water Heaters

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
SH114676	06/27/2018	0		0		0 CCF		1.039		1.0000		0.0 Therms	29 Days

Customer Charge	\$35.00	Peoples Gas Usage History Therms Per Day (Average) JUL 2018 0.0 JUN 0.0
Natural Gas Service Cost	\$35.00	
State Tax	\$2.45	
Total Natural Gas Cost, Local Fees and Taxes	\$37.45	
Other Fees and Charges		
Deposit Payment(Receipt #100000869102')	\$105.00	
Keep this receipt as proof of payment for deposit		
Total Other Fees and Charges	\$0.00	
Total Current Month's Charges	\$37.45	

00005265-0012838-Page 7 of 8



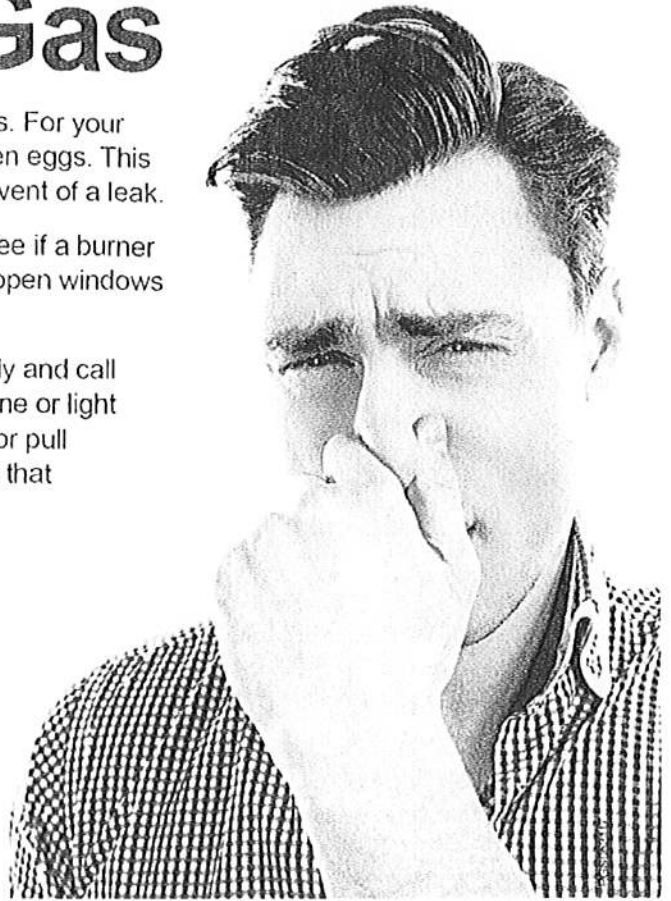
If You Smell Gas

In its natural state, natural gas is both colorless and odorless. For your safety, a chemical ingredient is added which smells like rotten eggs. This unpleasant odor of natural gas is for your protection in the event of a leak.

If you suspect a natural gas leak, check your pilot lights or see if a burner valve has been left partially on. If you can't find the source, open windows and doors to disperse the gas and call Peoples Gas.

If the odor is extremely strong, leave the building immediately and call Peoples Gas from a neighbor's phone. Do not use your phone or light any matches. Do not operate switches or electrical devices or pull any plugs from outlets. Any of these actions could ignite gas that may have accumulated.

A gas leak is a rare occurrence, but for your protection, 24-hour emergency service is available with a phone call to Peoples Gas toll free at 877-TECO-PGS (877-832-6747).





ACCOUNT INVOICE

peoplesgas.com

f t p s in

WATERSET CENTRAL CDD POOL HEATERS
WATER HEATERS
7281 PARADISO DR
APOLLO BEACH, FL 33572

Statement Date: 08/02/2018

Account: 221004023737

Past Due - Pay Immediately \$37.45

Current month's charges: \$38.01

Total amount due: \$75.46

Payment Due By: 08/23/2018

Your Account Summary

Previous Amount Due	\$37.45
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately	\$37.45
Current Month's Charges	\$38.01
Total Amount Due	\$75.46

BY:

Date Rec'd Rizzetta & Co Inc. AUG 07 2018

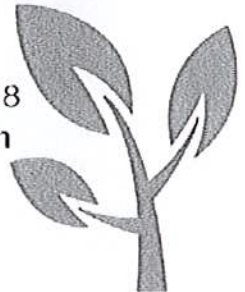
Mgr Approval gr Date 8/13

G/L 001 53200 Date Entered 4/30/

Check _____ Date Paid _____

More perks. Less clutter.

Enroll in Paperless
Billing by Sept. 30, 2018
from tecoaccount.com
to be entered to win
an iPad!*



*Learn more about the benefits and view the drawing terms
and conditions at tecosupport.com/paperlessbilling

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Hot baths, warm towels and perfect meals.
Plus cash-back rebates when you upgrade
existing or install new natural gas appliances.

Love Natural Gas

peoplesgas.com/rebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221004023737

Past Due - Pay Immediately \$37.45

Current month's charges: \$38.01

Total amount due: \$75.46

Payment Due By: 08/23/2018

Amount Enclosed \$ 38.01

643975595331



WATERSET CENTRAL CDD POOL HEATERS
WATER HEATERS
5844 OLD PASCO RD, STE 100
WESLEY CHAPEL, FL 33544-4010

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6439755953312210040237370000000075466

Page 1 of 4



Contact Information

Residential Customer Care

813-223-0800 (Tampa)
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305-940-0139 (Miami)
727-826-3333 (St. Petersburg)
407-425-4662 (Orlando)
904-739-1211 (Jacksonville)
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Hearing Impaired/TTY

711

Natural Gas Outage

877-832-6747

Natural Gas Energy Conservation Rebates

877-832-6747

Mail Payments to

TECO
P.O. Box 31318
Tampa, FL 33631-0318

All Other Correspondence

Peoples Gas
P.O. Box 111
Tampa, FL 33601-0111

Understanding Your Natural Gas Charges

BTU – British thermal unit – A unit of heat measurement.

Budget Billing – Optional plan taxes the highs and lows out of monthly natural gas bills. This “leveling” billing plan averages your gas (12 monthly billing periods so you can pay about the same amount for your service each month).

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 - Pay in person at a local payment agent. Find listing of authorized payment agents by visit peoplesgas.com or call Customer Care at 866-832-6747.
 - Pay by credit/debit card using KUBRA EZ PAY at peoplesgas.com or call 866-832-6747.
- A convenience fee will be charged to your bank account if you debit card.

When making your payment, please have your bill, account number and name.

Please note: If you choose to pay your bill at a location of listed payment agent provided by Peoples Gas, you are paying your entire bill to that third party as a payment agent of Peoples Gas. You own the risk that this unauthorized party will delay the payment to Peoples Gas and does not timely furnish Peoples Gas with appropriate payment information, unauthorized access, or otherwise fail to deliver or timely deliver the payment to us. Such failures may result in late payment, additional charges to your account, or suspension of service.

For faster service, visit peoplesgas.com and use e-pay or contact 866-832-6747.

Franchise Fee – A fee levied by a municipality for the right to utilize public property for the purpose of providing gas service. Like taxes, the fee is collected by Peoples Gas and is paid to the municipality.

Late Payment Charge – The late payment charge is 1.5% of the past due amount.

Main Extension Charge – A flat monthly fee to recover the cost of extending mains to a particular area when the cost exceeds the maximum allowable construction cost.

Measured Volume – Your natural gas usage in CCF (one hundred cubic feet) or MCF (one thousand cubic feet). These are the standard units of gas measurement.

Municipal Public Service Tax – In addition to the Franchise Fee, many municipalities levy a tax on the gas you use. It is collected by Peoples Gas and paid to the municipality.

PGA Charge – Purchased Gas Adjustment – the cost of gas purchased for you by Peoples Gas and delivered to your premises.

Rate Schedule – The amount (rate) you pay depends on your customer category. The cost of providing service varies with the customer group.

Share – A program co-sponsored by Peoples Gas and the Salvation Army where customers can help pay the energy bills of customers in need. A one-time contribution can be made, or your monthly elected contribution will appear on your bill. Your contribution is tax deductible and is matched by Peoples Gas.

Swing Charge – Covers the costs that are incurred by Peoples Gas to balance the difference between a customer's actual daily usage and the gas delivered by your gas supplier (pool usage).

Therm – A unit of heat equal to one hundred thousand (100,000) BTUs.

Total Amount Due – This month's charges will be past due after the date shown. THIS DATE DOES NOT EXTEND THE DATE ON ANY PREVIOUS BALANCE. It is important that you pay your bill before this date in order to avoid suspension of service.



ACCOUNT INVOICE

f t p 8 in

Account: 221004023737
 Statement Date: 08/02/2018
 Current month's charges due 08/23/2018

AUG - 6 2018

BY:

Details of Current Month's Charges – Service from - 06/28/2018 to 07/30/2018

Service for: 7281 PARADISO DR, APOLLO BEACH, FL 33572

Rate Schedule: General Service 1 (GS1)

Meter Location: Water Heaters

Meter Number	Read Date	Current Reading	- Previous Reading	= Measured Volume	x BTU	x Conversion =	Total Used	Billing Period
SH114676	07/30/2018	0	0	0 CCF	1.040	1.0000	0.0 Therms	33 Days

Customer Charge

Natural Gas Service Cost

State Tax

Total Natural Gas Cost, Local Fees and Taxes

Other Fees and Charges

Gas Late Payment Fee

Total Other Fees and Charges

Total Current Month's Charges

\$35.00

\$35.00

\$2.45

\$37.45

\$0.56

\$0.56

\$38.01

Peoples Gas Usage History

Therms Per Day
(Average)

AUG 2018 0.0
 JUL 0.0
 JUN 0.0

00004628-0010209-Page 7 of 8



Help us avoid service interruptions

Call 811 two full business days before your project to have utility lines marked for free. Utility lines can easily be damaged by planting trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors.

Digging on Saturday? Call 811 by Wednesday.

Visit **sunshine811.com** or **peoplesgas.com/callbeforeyoudig**.



Know what's below.
Call before you dig.

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared Deirdre Almeida who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Budget was published in Tampa Bay Times: 7/20/18, 7/27/18, in said newspaper in the issues of Baylink Hillsborough

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

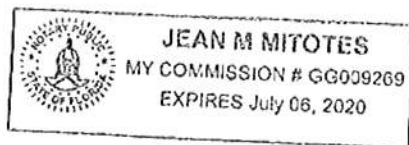
Signature of Affiant

Sworn to and subscribed before me this 07/27/2018.

Signature of Notary Public

Personally known _____ or produced identification

Type of identification produced _____



LEGAL NOTICE

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2018-2019 BUDGET AND NOTICE OF PUBLIC HEARING TO CONSIDER THE REVISIONS OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors for the Waterset Central Community Development District (District) will hold the following two public hearings and a regular meeting:

TWO PUBLIC HEARINGS AND REGULAR MEETING

DATE: Thursday, August 9, 2018
TIME: 9:00 a.m.
LOCATION: 8128 Camden Field Parkway, Riverview, Florida 33578

The purpose of the first public hearing is to receive public comment and objections on the District's proposed budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (Fiscal Year 2018-2019 Budget). The first public hearing is being conducted pursuant to Chapter 192, Florida Statutes.

The purpose of the second public hearing is to consider the imposition of operations and maintenance special assessments upon the lands located within the District to fund the District's Fiscal Year 2018-2019 Budget, to consider the adoption of an assessment roll, and to provide for the levy, collection, and enforcement of the assessments. The second public hearing is being conducted pursuant to Florida law, including Chapters 190 and 191, Florida Statutes. At the conclusion of the hearings, the Board will by resolution, adopt a budget and levy assessments as finally approved by the Board.

A Board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

Description of Assessments

The District imposes special assessments on benefited property within the District in order to fund the District's general administrative, operations, and maintenance budget and to provide the funds necessary to pay debt service on outstanding bonds as reflected in the District's debt service budget. A geographic depiction of the District is in the property potentially subject to the assessments is identified in the map attached hereto. The District operates and maintains an amenity center, landscaping, and other improvements. The District adopts its budget for these operations and maintenance expenses each year after consideration by the Board and after the holding of a public hearing.

All benefited lands within the District pay these assessments, including undeveloped and developed lands. Lands within the District are assigned units of measurement known as "Equivalent Assessment Units" or "EAUs," in accordance with their use and as described more fully in the District's assessment methodology on file at the offices of the District Manager.

The table below shows the schedule of the proposed operation and maintenance assessments for each product type and parcel within the District. Note that this table does not include any debt assessments previously levied by the District and due to be collected for Fiscal Year 2018-2019.

WATERSET CENTRAL CDD FISCAL YEAR 2018-2019 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET \$ 785,575.00 COLLECTION COSTS \$ 64,550.334 \$ TOTAL O&M ASSESSMENTS \$ 850,125.334			
Product Type	Phone	Number of Units	Operation and Maintenance Assessment Amounts FY 2018-2019
Platted Units			
Single-Family 42	54-1	27	\$ 1,504.18
Single-Family 50	54-1	61	\$ 3,517.42
Single-Family 60	54-1	50	\$ 6,635.96
Single-Family 70	54-1	12	\$ 1,563.20
Commercial	450-2	106	\$ 1,505.20
Villa	450-2	106	\$ 1,541.72
Single-Family 52	450-2	75	\$ 1,517.42
Unplatted Units			
Single-Family 42	54-2	69	\$ 1,117.72
Single-Family 50	54-2	73	\$ 1,117.72
Single-Family 60	54-2	69	\$ 1,117.72
Single-Family 70	54-2	24	\$ 1,117.72
Single-Family 40	10	145	\$ 1,117.72
Single-Family 50	10	141	\$ 1,117.72
Single-Family 60	10	60	\$ 1,117.72
TOTAL O&M ASSESSMENT \$ 850,125.334			

The proposed operation and maintenance assessment exclude collection costs and/or early payment discounts, which Hillsborough County may impose on assessments that are collected on the Hillsborough County tax bill. The District expects to collect no more than \$636,903.57 in gross revenue, excluding collection costs and/or early payment discounts.

By operation of law, the District's assessments each year constitute a lien against benefited property located within the District just as do each year's property taxes. For Fiscal Year 2018-2019, the District intends to have the Tax Collector for Hillsborough County, Florida collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2018. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. It is important to pay your assessment since failure to pay will cause a tax certificate to be filed against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax bill or by direct billing does not preclude the District from later electing to collect these or other assessments in a different manner at a future time.

Miscellaneous Provisions

The public hearings and meeting are open to the public, and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the proposed budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager located at 8128 Camden Field Parkway, Riverview, Florida 33578, Ph: 813-533-2950, during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speak or telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 813-533-2950 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-368-6868 or contact the District Office.

Please note that all affected property owners have the right to appeal at the public hearings and meeting, and may also file written objections with the District Manager within ten (10) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of 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 such appeal is to be based.

Joe Pappas
District Manager

LOCATION MAP WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT



1001734920000000006617912707000204958005

Tampa Bay Times

Published Daily

STATE OF FLORIDA } ss
COUNTY OF Hillsborough County

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is Legal Clerk of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Budget was published in Tampa Bay Times: 7/20/18, 7/27/18. in said newspaper in the issues of Baylink Hillsborough

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Signature of Affiant

Sworn to and subscribed before me this 07/27/2018.

Signature of Notary Public

Personally known _____ or produced identification _____

Type of identification produced _____



JEAN M MITOTES
MY COMMISSION # GG009269
EXPIRES July 06, 2020

LEGAL NOTICE WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2018-2019 BUDGET AND NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY COLLECTION AND ENFORCEMENT OF THE SAME, AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors for the Wateraset Central Community Development District (District) will hold the following two public hearings and a regular meeting.

TWO PUBLIC HEARINGS AND REGULAR MEETING

DATE: Thursday, August 9, 2018
TIME: 9:00 a.m.
LOCATION: 3424 Camden Field Parkway
Riverview, Florida 33518

The purpose of the first public hearing is to receive public comment and objections on the District's proposed budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (Fiscal Year 2018-2019 Budget). The first public hearing is being conducted pursuant to Chapter 192, Florida Statutes.

The purpose of the second public hearing is to consider the proposition of operations and maintenance special assessments, upon the lands located within the District to fund the District's Fiscal Year 2018-2019 Budget; to consider the adoption of an assessment roll and to provide for the levy, collection, and enforcement of the assessments. The second public hearing is being conducted pursuant to Florida law, including Chapters 190 and 197, Florida Statutes. At the conclusion of the hearing, the Board will by resolution adopt a budget and levy assessments as finally approved by the Board.

A Board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

Description of Assessments

The District imposes special assessments on benefited property within the District in order to fund the District's general administrative, operations, and maintenance budget and to provide the funds necessary to pay debt service on outstanding bonds as reflected in the District's debt service budget. A geographic depiction of the District (i.e., the property potentially subject to the assessment) is identified in the map attached hereto. The District operates and maintains an amenity center, landscaping, and other improvements. The District adopts its budget for these operations and maintenance expenses each year after consideration by the Board and after the holding of a public hearing.

All benefited lands within the District pay these assessments, including undeveloped and developed lands. Lands within the District are assigned units of measurement, known as "Equivalent Assessment Units" or "EAUs," in accordance with the use and as described more fully in the District's assessment methodology on file at the offices of the District Manager.

The table below shows the schedule of the proposed operation and maintenance assessments for each product type and phase within the District prior to that time does not include any discounts previously levied by the District and due to be collected for Fiscal Year 2018-2019.

WATERSET CENTRAL CDD FISCAL YEAR 2018-2019 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET \$ 788,375.00				
COLLECTION COSTS \$ 6 to \$ 10,334.57				
TOTAL O&M ASSESSMENTS \$ 18,305.57				
Product Type	Phase	Number of Units	Operation and Maintenance Assessment Amount	FY 2018-2019
Platted Units				
Single-Family 40	5A.1	37		\$1,564.48
Single-Family 50	5A.1	81		\$1,537.42
Single-Family 60	5A.1	30		\$1,630.36
Single-Family 70	5A.1	12		\$1,563.29
Two-Fam	4.5A.2	106		\$1,504.20
VLL	4.5A.2	106		\$1,567.19
Single-Family 50	4.5A.2	70		\$1,537.42
Unplatted Units				
Single-Family 40	5A.2	83		\$1,112.72
Single-Family 50	5A.2	73		\$1,112.72
Single-Family 60	5A.2	63		\$1,112.72
Single-Family 70	5A.2	26		\$1,112.72
Single-Family 40	0B	143		\$1,112.72
Single-Family 50	0B	141		\$1,112.72
Single-Family 60	0B	60		\$1,112.72
TOTAL O&M ASSESSMENT \$ 18,305.57				

The proposed operation and maintenance assessment exclude collection costs and/or early payment discounts, which Hillsborough County may impose on delinquencies that are collected on the Hillsborough County Tax Bill. The District expects to collect no more than \$838,903.57 in gross revenue, excluding collection costs and/or early payment discounts.

By operation of law, the District's assessments each year constitute a lien against benefited property located within the District, just as do each year's property taxes. For Fiscal Year 2018-2019, the District intends to have the Tax Collector for Hillsborough County, Florida collect the assessments, imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefited property by sending out a bill prior to, or during, November 2018. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill. It is important to pay your assessment since failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct bill assessments, may result in a foreclosure action, which also may result in loss of title. The District's decision to collect assessments on the tax bill or by direct billing does not preclude the District from later electing to collect these or other assessments in a different manner at a future time.

Macellaneous Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the proposed budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 3424 Camden Field Parkway, Riverview, Florida 33518, by 8:30 a.m. on 08/09/18, during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by special telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 813-533-2910 at least four (4) hours prior to the meeting. If you are hearing or speech impaired and please contact the Florida Relay Service at 711 for additional information to the District Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager within thirty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to arrange for a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Joe Roelke
District Manager

LOCATION MAP WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT



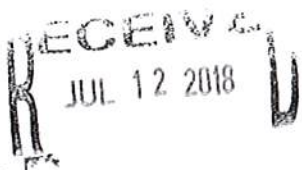
Vanguard Cleaning Systems of Tampa Bay
12108 North 56th St.
Suite 8
Tampa, FL. 33617
Tampa, FL 33617

JUL 12 2018

Invoice

Waterset Central CDD
Joe Roethke
7821 Paradiso Dr.
Apollo Beach, FL 33572

Date	Invoice #
7/11/2018	78657
P.O. No.	Due Date
	8/10/2018

Description	Qty	Rate	Amount
First (7/4/2018 - 7/31/2018) Monthly Service Charge - 20 days of service, start date 07/04/18  Date Rec'd Dist Office _____ DM Approval <u>gr</u> <u>7/13</u> Date Entered <u>JUL 13 2018</u> Fund <u>001</u> GL <u>57500</u> CC <u>6404</u> Check # _____	1	995.45	995.45T
		Subtotal	\$995.45
		Sales Tax (0.0%)	\$0.00
		Total	\$995.45

Phone # 813-849-6500 ext.207

E-mail

ALPerkins@vanguardcleaning.com

Vanguard Cleaning Systems of Tampa Bay
 12108 North 56th St.
 Suite 8
 Tampa, FL. 33617
 Tampa, FL 33617

Waterset Central CDD
 Joe Roethke
 7821 Paradiso Dr.
 Apollo Beach, FL 33572

Invoice

Date	Invoice #
8/1/2018	79138
P.O. No.	Due Date
	8/31/2018

Description	Qty	Rate	Amount
August (8/1/2018 - 8/31/2018) Monthly Service Charge	1	1,095.00	1,095.00T
<p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>D/M approval <u>GR</u> Date <u>8/7</u></p> <p><u>JUL 31 2018</u></p> <p>Date entered _____</p> <p>Fund <u>001</u> GL <u>57900</u> OC <u>6404</u></p> <p>Check # _____</p>			
Subtotal			\$1,095.00
Sales Tax (0.0%)			\$0.00
Total			\$1,095.00

Phone #	813-849-6500 ext.207
E-mail	
ALPerkins@vanguardcleaning.com	

Tab 3

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · RIVERVIEW, FLORIDA 33578

August 28, 2018

RIZZETTA & COMPANY, INC.

Waterset Central, Supplemental Construction Account

Attn: Leslie Spock

5844 Old Pasco Road, Suite 100

Wesley Chapel, FL 33544

RE: Supplemental Construction Account, Series 2018
Requisitions for Payment

Dear Leslie:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Supplemental Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS:

REQUISITION NO.	PAYEE	AMOUNT
Supp 19	NNP Southbend II, LLC	\$300,618.70

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950. Thank you for your prompt attention to this matter.

Sincerely,
WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT

Joe Roethke
District Manager

**WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
SUPPLEMENTAL CONSTRUCTION ACCOUNT S2018**

DATE:	August 8, 2018	REQUISITION NO. Supp 19
PAYEE:	NNP Southbend II, LLC	AMOUNT DUE: \$300,618.70
ADDRESS:	777 S. Harbour Island Blvd, Suite 320 Tampa, FL 33602	FUND: Supplemental Construction

DESCRIPTION: Reimbursement for funding the Supplemental Construction account for the S2018 Project

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Supplemental Construction Account and the sub account, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the Capital Projects (herein after the "Project") and each represents a Cost of the Project and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

BY: 

CHAIRMAN or VICE-CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT
Supplemental Construction Account - Series 2018**

Supplemental Construction Account Activity Through July 31, 2018

Inflows:	Developer Contributions	\$ 300,618.70
	Total Developer Contributions:	300,618.70
	Total Inflows	\$ 300,618.70

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status As of 07/31/18
01/31/18	SUPP 1	Playmore Recreational Products & Services	\$ (92,429.92)	Cleared
02/27/18	SUPP 2	Scarola Associates	(2,709.26)	Cleared
02/27/18	SUPP 3	Tropitone Furniture	(27,347.36)	Cleared
02/28/18	SUPP 4	HIVE LLC	(63,014.33)	Cleared
02/28/18	SUPP 5	Studio M	(6,616.82)	Cleared
03/31/18	SUPP 6	Erin McCormick Law	(13,483.97)	Cleared
03/31/18	SUPP 7	BOCC	(600.00)	Cleared
03/31/18	SUPP 8	FitRev	(21,205.26)	Cleared
03/31/18	SUPP 9	BOCC	(17,722.50)	Cleared
03/31/18	SUPP 10	Studio M	(69.27)	Cleared
03/31/18	SUPP 11	Waterset Central CDD	(23,305.00)	Cleared
04/30/18	SUPP 12	Erin McCormick Law	(1,675.00)	Cleared
04/30/18	SUPP 11	HIVE LLC	(2,071.80)	Cleared
04/30/18	SUPP 14	Playmore Recreational Products & Services	(17,136.20)	Cleared
04/30/18	SUPP 15	Scarola Associates	(8,595.01)	Cleared
05/31/18	SUPP 16	VOID	VOID	VOID
05/31/18	SUPP 17	VOID	VOID	VOID
06/30/18	SUPP 18	Waterset Central CDD-TECO Deposit	(2,637.00)	Cleared
		Total Requisitions:	(300,618.70)	

Total Requisitions: (300,618.70)
Total Outflows: (300,618.70)

Supplemental Construction Account Balance at July 31, 2018 \$ -

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9428 CAMDEN FIELD PARKWAY · TAMPA, FLORIDA 33578

August 15, 2018

U.S. BANK NATIONAL ASSOCIATION

Waterset Central Special Assessment Bonds, Series 2018

Attn: Lisa Cruz

225 E. Robinson Street, Suite #250

EX-FL-UORT

Orlando, FL 32801

RE: Special Assessment Bonds, Series 2018
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Trust Account.

PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) AS FOLLOWS:

- A) BUDGET BLINDS AND WATERSET CENTRAL CDD VIA UPS**
B) ALL OTHERS VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
8	Accurate Electronics, Inc.	\$2,872.45
9	Budget Blinds	\$5,548.00
10	Erin McCormick	\$4,375.00
11	Waterset Central CDD	\$300,618.70

If you have any questions regarding this request, please do not hesitate to call me at (813) 533-2950.
Thank you for your prompt attention to this matter.

Sincerely,
WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT

Joe Roethke
Regional District Manager

WATERSET CENTRAL CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Waterset Central Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain First Supplemental Trust Indenture, dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have meaning ascribed to such term in the Indenture):

August 3, 2018

- (A) Requisition Number: **CR8**
- (B) Name of Payee: **Accurate Electronics, Inc.**
9225 Ulmerton Road, Ste. 410
Largo, FL 33771
- (C) Amount Payable: **\$2,872.45**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #83263 for Card Readers and Exit Buttons**
- (E) Fund or Account from which disbursement to be made: **Series 2018 Acquisition/Construction Account**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2018 Project and each represents a Cost of the Series 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

BY: 
Chairman or Vice-Chairman

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

ACCURATE ELECTRONICS, INC.

(727) 533-0295 * Fax (727)518-1995
 9225 Ulmerton Road
 Suite 410
 Largo, FL 33771

Invoice

Date	Invoice #
7/16/2018	83263

Bill To
WATERSSET CENTRAL CDD C/O AMANDA KING, PROJECT MANAGER NEWLAND COMMUNITIES 5844 OLD PASCO RD., STE. 100 WESLEY CHAPEL, FL 33544

Ship To
WATERSSET CENTRAL CDD 3434 COLWELL AVE., STE. 200, TAMPA FL. 33614

P.O. No.	Terms
AMANDA KING	Due on receipt

Quantity	Description	Rate	Amount
	COMPLETION OF CHANGE ORDER #070318-WSCLUB RE: ADD (2) CARD READERS TO BATHROOM DOORS, CHANGE TENNIS COURT, BASKETBALL COURT AND PICKLE BALL COURT EXIT BUTTON PEDESTAL TO TRENCH DOWN TO CLOSEST POST AND INSTALL EXIT BUTTON ON FENCE POST APPROXIMATELY 9' AWAY FROM GATE. APPROVED BY RANDY.		
1	DSX 1042NV EXPANSION BOARD: 2 DOOR	1,219.80	1,219.80
2	HID MULTI-CLASS READERS:	268.57	537.14
2	WIEGAND SURGE PROTECTION DEVICES:	128.00	256.00
3	WEATHER BACK-BOXES:	33.17	99.51
3	DEDUCT CUSTOM FABRICATED PEDESTALS:	0.00	0.00
3	CHANGE EXIT BUTTONS TO INSTALL ON FENCE POST APPROXIMATELY 9' AWAY:		0.00
1	LABOR, MOUNTING HARDWARE AND STANDARD SHIPPING:	760.00	760.00
	PLEASE SEE CONTRACT FOR ALL WARRANTY AND DISCOUNT INFORMATION.		
	7% Sales tax rate	7.00%	0.00
		Total	\$2,872.45

Thank you for your business.

Payments/Credits \$0.00

Balance Due \$2,872.45

**WATERSET CENTRAL CDD
FORM OF REQUISITION FOR SERIES 2018**

The undersigned, a Responsible Officer of the Waterset Central Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain First Supplemental Trust Indenture, dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have meaning ascribed to such term in the Indenture):

August 3, 2018

- (A) Requisition Number: **CR9**
- (B) Name of Payee: **Budget Blinds
10437 Gibsonton Dr.
Riverview, FL 33578**
- (C) Amount Payable: **\$5,548.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #32877 for Solar Shades and Faux Wood Blinds**
- (E) Fund or Account from which disbursement to be made: **Series 2018 Acquisition/Construction Account**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2018 Project and each represents a Cost of the Series 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

BY: 
Chairman or Vice-Chairman

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

Budget Blinds
10437 Gibsonton Dr
Riverview, FL 33578
O: 813-445-7121 F: 813-968-6464



INVOICE #32877

DATE 7-30-18

BILL TO	JOB	PAYMENT TERMS
Waterset Central CDD 7281 Paradiso Dr Apollo Beach, FL 33572	Waterset Central CDD	Due upon receipt

[illegible]

SUBTOTAL	\$5500.00
SALES TAX	Exempt
LABOR	Free
SHIPPING & HANDLING	\$48.00
TOTAL	\$5548.00

Thank you for your business!
Please make checks payable to
Budget Blinds.

**WATERSET CENTRAL CDD
FORM OF REQUISITION FOR SERIES 2018**

The undersigned, a Responsible Officer of the Wateraset Central Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain First Supplemental Trust Indenture, dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have meaning ascribed to such term in the Indenture):

August 3, 2018

- (A) Requisition Number: **CR10**
- (B) Name of Payee: **Erin McCormick
3314 Henderson Blvd., Ste. 103
Tampa, FL 33609**
- (C) Amount Payable: **\$4,375.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #10233 for Professional Services through 07/16/18.**
- (E) Fund or Account from which disbursement to be made: **Series 2018 Acquisition/Construction Account**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2018 Project and each represents a Cost of the Series 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

BY: 
Chairman or Vice-Chairman

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer



Erin McCormick | Law, PA

Erin McCormick, Esq.

Waterset Central Community Development District

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lscock@rizzetta.com

Invoice Date	Invoice Number
07/16/2018	10233
Terms	Service Through
	07/16/2018

In Reference To: Construction Projects (Work)

Date	By	Services	Hours	Amount
06/18/2018	Erin R McCormick	Review of Acquisition Agreement and bond document requirements for acquisition of Developer projects, including the amenity center; email to Christi Carlson regarding bond transcript	1.00	\$ 350.00
06/20/2018	Erin R McCormick	Review of Trust Indenture requirements regarding acquisition of projects from Developer; review of email from Maja Barnat; left message for Jamie Scarola; left message for Misty Taylor; prepare email to Rick Stevens and Amanda King regarding requisition and documents needed for acquisition of project;	2.00	\$ 700.00
06/21/2018	Erin R McCormick	Email to Maja Barnat regarding documents needed for acquisition of Amenity Center; receipt of message from Misty Taylor regarding above; review of email from Maja Barnat regarding acquisition of Phase 5A-1 infrastructure and respond to same; review if additional emails from Maja Barnat and respond; telephone conference with Maja Barnat; review of spreadsheet of requisition costs paid by Developer	1.70	\$ 595.00
06/22/2018	Erin R McCormick	Review of construction requisitions funded by Developer and back up invoices; review of email from Amanda King; review and revise Memorandum regarding acquisition of Work Product and Completed Projects; prepare Certificate of District Engineer; email to Amanda King, Jamie Scarola; Maja Barnat, Lisa Budronis and Rick Stevens;	2.20	\$ 770.00
06/26/2018	Erin R McCormick	Prepare email to Amanda King, Maja Barnat, Rick Stevens, Lisa Budronis and Jamie Scarola regarding Construction Requisition for Amenity Center;	0.20	\$ 70.00
06/27/2018	Erin R McCormick	Left messages for Amanda King regarding Construction Requisition; review of email from Amanda King regarding above [CLIENT COURTESY - NO CHARGE]	0.20	\$ 0.00



Erin McCormick | Law, PA

Erin McCormick, Esq.

Waterset Central Community Development District

9428 Camden Field Parkway

Riverview, FL 33578

Email: tjudd@rizzetta.com; lspock@rizzetta.com

Invoice Date	Invoice Number
07/16/2018	10233
Terms	Service Through
	07/16/2018

06/28/2018	Erin R McCormick	Telephone conference with Ashlee Hammons regarding any Developer Funding Agreement; review of list of requisitions; left message for Maja Barnat regarding above;	0.40	\$ 140.00
06/29/2018	Erin R McCormick	Left message for Jamie Scarola [CLIENT COURTESY - NO CHARGE]	0.10	\$ 0.00
07/05/2018	Erin R McCormick	Review of email from Joe Roethke regarding construction requisition for Amenity Center and reply to Joe Roethke, Amanda King and Rob Bosarge; telephone conference with Joe Roethke regarding funding of requisitions already paid for by Developer; email to Joe Roethke regarding copies of Construction Requisitions; review of Construction Requisitions 1-7	1.20	\$ 420.00
07/09/2018	Erin R McCormick	Review of Construction Requisition Nos. 8 through 15; telephone conference with Misty Taylor regarding above;	0.80	\$ 280.00
07/11/2018	Erin R McCormick	Telephone conferences with Misty Taylor regarding reimbursement of construction requisitions paid for by Developer; review of Minutes of approvals of contracts and construction requisitions; prepare email to Misty Taylor and transmit Developer Funding Agreement;	1.00	\$ 350.00
07/16/2018	Erin R McCormick	Prepare email to Misty Taylor and transmit itemized list and description of reimbursements to the District; review of email from Misty Taylor regarding above and respond to same	2.00	\$ 700.00

Total Hours	12.80 hrs
Total Work	\$ 4,375.00
Total Invoice Amount	\$ 4,375.00
Previous Balance	\$ 1,115.27
Balance (Amount Due)	\$ 5,490.27

3314 Henderson Boulevard | Suite 103 | Tampa, FL 33609

o: 813.579.2653 | erin@emccormicklaw.com | f: 813.315.6333

WATERSET CENTRAL CDD
FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Waterset Central Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), dated as of May 1, 2018, as supplemented by that certain First Supplemental Trust Indenture, dated as of May 1, 2018 (collectively, the "Indenture") (all capitalized terms used herein shall have meaning ascribed to such term in the Indenture):

August 8, 2018

- (A) Requisition Number: CR11
- (B) Name of Payee: **Waterset Central CDD**
12750 Citrus Park Lane, Suite 115
Tampa, FL 33625
- (C) Amount Payable: \$300,618.70
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Reimbursement for costs funded out of the Supplemental Construction account**
- (E) Fund or Account from which disbursement to be made: **Series 2018 Acquisition/Construction Account**

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2018 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2018 Project and each represents a Cost of the Series 2018 Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested are on file with the Issuer.

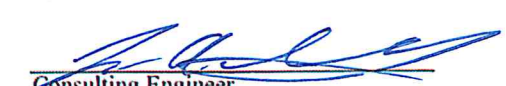
WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT

BY: 

Chairman or Vice-Chairman

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT
Supplemental Construction Account - Series 2018**

Supplemental Construction Account Activity Through July 31, 2018

Inflows:	Developer Contributions	\$ 300,618.70
	Total Developer Contributions:	300,618.70
	Total Inflows	\$ 300,618.70

Outflows:

Requisition Date	Requisition Number	Contractor	Amount	Status As of 07/31/18
01/31/18	SUPP 1	Playmore Recreational Products & Services	\$ (92,429.92)	Cleared
02/27/18	SUPP 2	Scarola Associates	(2,709.26)	Cleared
02/27/18	SUPP 3	Tropitone Furniture	(27,347.36)	Cleared
02/28/18	SUPP 4	HIVE LLC	(63,014.33)	Cleared
02/28/18	SUPP 5	Studio M	(6,616.82)	Cleared
03/31/18	SUPP 6	Erin McCormick Law	(13,483.97)	Cleared
03/31/18	SUPP 7	BOCC	(600.00)	Cleared
03/31/18	SUPP 8	FitRev	(21,205.26)	Cleared
03/31/18	SUPP 9	BOCC	(17,722.50)	Cleared
03/31/18	SUPP 10	Studio M	(69.27)	Cleared
03/31/18	SUPP 11	Waterset Central CDD	(23,305.00)	Cleared
04/30/18	SUPP 12	Erin McCormick Law	(1,675.00)	Cleared
04/30/18	SUPP 11	HIVE LLC	(2,071.80)	Cleared
04/30/18	SUPP 14	Playmore Recreational Products & Services	(17,136.20)	Cleared
04/30/18	SUPP 15	Scarola Associates	(8,595.01)	Cleared
05/31/18	SUPP 16	VOID	VOID	VOID
05/31/18	SUPP 17	VOID	VOID	VOID
06/30/18	SUPP 18	Waterset Central CDD-TECO Deposit	(2,637.00)	Cleared
		Total Requisitions:	(300,618.70)	

Total Requisitions: (300,618.70)
Total Outflows: (300,618.70)

Supplemental Construction Account Balance at July 31, 2018 \$ -

Tab 4

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EXHIBITS

EXHIBIT A

DESCRIPTION OF WORK OR CONTRACTOR'S PROPOSAL

EXHIBIT B

LIST OF ADDITIONAL INSURED

SHORT FORM CONSTRUCTION CONTRACT

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms and conditions and definitions contained in this Contract. The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Contract.

Contract No. 24955

PROJECT: Waterset Central CDD

DATE: January 5, 2018

District: Waterset Central CDD

Contractor: CRS Building Corporation

Address: 9428 Camden Field Parkway

Address: 100 Second Avenue South, Ste. 301-S

Riverview, FL 33578

St. Petersburg, FL 33701

Attn: Amanda King

Attn: Craig Sas

Email Address: AKing@newlandco.com

Email Address: csas@crsbuildingcorporation.com

This Contract (the "Contract") is entered into between District and Contractor pursuant to which District hereby engages Contractor, as an independent contractor, to perform the Work (as defined below) on the terms and conditions set forth below.

- A. CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE DESCRIPTION OF WORK OR PLANS AND SPECIFICATIONS REFERRED TO BELOW AT A COST OF **\$8,431.75** ("Contract Price"). **IN NO EVENT SHALL THE TOTAL AMOUNTS PAID UNDER THIS CONTRACT (INCLUDING CHANGE ORDERS) EXCEED \$50,000. CONTRACTOR WILL NOT ENGAGE ANY SUBCONTRACTORS TO PERFORM THE WORK.**
- B. WORK TO BE PERFORMED AT: **Waterset - Phase 3 Amenities.** (the "Site").
- C. DESCRIPTION OF WORK OR DESCRIPTION OF PLANS AND SPECIFICATIONS (See also Exhibit A):
Phase 3 - Misc Additions to Close Out. (the "Work").
- D. COMMENCEMENT DATE: **September 10, 2018**
- E. COMPLETION DATE: **September 9, 2019**
- F. THIS CONTRACT IS SUBJECT TO THE CONTRACT TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGES.
- G. THIS CONTRACT AND THE EXHIBITS, THE CONTRACT TERMS AND CONDITIONS AND THE PLANS AND SPECIFICATIONS, IF ANY, ARE REFERRED TO HEREIN COLLECTIVELY AS THE "CONTRACT DOCUMENTS."

H. EXHIBITS:

EXHIBIT A

DESCRIPTION OF WORK OR CONTRACTOR'S PROPOSAL

EXHIBIT B

LIST OF ADDITIONAL INSURED

[Remainder of page intentionally left blank]

ACCEPTED AND AGREED TO:

DISTRICT: **WATERSET CENTRAL CDD**, a local
unit of special purpose government
pursuant to Chapter 190, Florida Statutes

BY: _____

NAME: _____

TITLE: CHAIR/VICE CHAIR, Board of Supervisors

ADDRESS: 9428 Camden Field Parkway
Riverview, FL 33578

TELEPHONE: (813) 533-2959

FAX: (813) 533-2922

CONTRACTOR: **CRS Building Corporation**
A Florida Corporation

BY: _____

NAME: **Craig R. Sas**
(type/print)

TITLE: **President**
(type/print)

ADDRESS: 100 Second Avenue South,
Ste. 301-S
St. Petersburg, FL 33701

TELEPHONE: (727) 895-7500

FAX: (727) 895-7560

CONTRACTOR
LICENSE NO.: **CGC010350**
(if applicable)

CONTRACT TERMS AND CONDITIONS

1. Work. Contractor agrees to furnish all labor, equipment, and materials to perform and complete the Work in accordance with the Contract Documents. Contractor will not engage any subcontractors to perform the Work. To the extent Contractor's proposal is attached to this Contract, only the (i) unit prices, billing rates or lump sums describing the Contract Price and the (ii) specific description of the Work shall be made part of this Contract. Any other terms and conditions in such proposal are expressly excluded and are null and void. Time is of the essence of this Contract. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In case of conflict, the higher quality or more stringent requirement will control.

2. Work Standards; Payment.

(a) The Work shall be done by skilled workers in a good, diligent and workmanlike manner and shall be subject to District's approval and District shall have access to the Site at all times for the purposes of inspecting the Work.

(b) Upon Contractor's submittal of an invoice, the invoice amount shall be paid within ten (10) days after approval by the District's Board of Supervisors thereof and District's receipt of such evidence supporting the payment as District may reasonably request, subject to 2(c) below.

(c) As a condition of District's approval of any invoice, District may require evidence (including receipts and releases from those furnishing services, labor or materials) that all bills and any other indebtedness which could result in a lien or other third party claim against the Work or Site, have been paid or released. As a condition precedent to the receipt of payment (progress and/or final), District may, in its sole and absolute discretion, require Contractor to provide District with a formal written instrument in a form approved by District and in accordance with the Legal Requirements of the State of Florida, completed in a manner satisfactory to District and executed by Contractor and delivered to District, which instrument duly and legally releases District from all claims which Contractor may claim in connection with, on account of, and/or arising out of the Contract Documents, and/or the performance of the Work by Contractor, except for any retained funds which District holds under the provisions of the Contract Documents. Final payment shall not be made until Contractor has completed all punch-list items and the completion of such punch-list has been approved by the District; provided, however, to the extent the Work requires any governmental agency approval/ acceptance ("Agency Approval"), final payment shall not be made until such time as any required certificate of completion, inspection, acceptance, or "pass off" of Contractor's Work has been issued by the applicable governing agency and the same has been submitted to, and accepted by, District. Contractor shall be solely responsible for securing, as part of the Contract Price, any and all Agency Approvals. In the event that the Contract price is to be paid in more than one installment, District reserves the right to retain up to ten percent (10%) of the amount of each installment, or such amount as may be reasonably necessary in District's sole and absolute discretion, for the discharge of any such claims, bills, indebtedness or liens. Contractor shall remedy at its expense any defects in material, workmanship or the Work which may appear within a period of one (1) year from the date the Work is finally approved by District. If Contractor fails or refuses to remedy any defects in material or workmanship or non-conformance with the Contract Documents within thirty (30) days after notice thereof, District shall have the right to do so and charge Contractor the cost of such repairs or replacements. The foregoing 1-year warranty does not excuse or release Contractor from defects that occur or are discovered more than one (1) year after District's approval of the Work. The warranties contained herein may be assigned by District to a third party in connection with a sale of the property which is the subject matter of the Work hereunder. If requested in writing by District within two (2) years of the date of completion, Contractor shall furnish reasonable evidence as to the kind and quality of materials and equipment furnished under this Contract. If within two (2) years after the date of dedication and acceptance of the Work or any designated portion of the Work, to Hillsborough County, any of the Work is found not to comply with the requirements of this Contract, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving notice from the district requesting such correction. Contractor shall assign and transfer to District all warranties and guarantees received by Contractor in connection with any Work, materials, equipment and components furnished by Contractor. If such warranties and guarantees are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of the District, upon demand.

(d) Application for Payment. Before each progress payment is scheduled (but not more often than once a month), Contractor shall submit (or cause the District Engineer to submit) to District for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of such Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Each such Application for Payment shall be accompanied by all of the following:

(i) A certificate of payment substantially in the form set forth in Exhibit H issued by such District Engineer substantiating the percentages and values of the portion of the Work completed and stating that such portion of the Work has been completed in substantial conformance with the Contract Documents;

(ii) A conditional lien release for the payment requested from Contractor and all its Subcontractors, sub-subcontractors, materialmen, and suppliers in a form approved by District and which complies with the current version of all Legal Requirements for the state in which the Site is located;

(iii) An unconditional lien release from Contractor and its Subcontractors, sub-subcontractors, materialmen, and suppliers for prior progress payments, together with invoices for such payments marked "paid in full" for the portion of the Work previously paid under the immediately prior Application for Payment, in a form approved by District which complies with the current version of all Legal Requirements for the state in which the Site is located; and

(iv) Such other documents and information in form, scope and substance as District may reasonably require.

By submitting an Application for Payment or other request for payment in any form, Contractor shall be deemed to warrant that:

(1) the submitted information is accurate and complete;

(2) there are no mechanic's liens, material liens, stop notices or verified complaints pursuant to Subsection 255.07(3)(a), F. S., outstanding as of the date of the submission; and

(3) all bills have been paid to date (other than the bills to be paid out of the current requested payment) so that no basis for filing such liens, stop notices or verified complaints exists.

If payments are to be made on account of materials or equipment not incorporated in the Work but necessary to maintain the sequence of the Work and delivered and suitably stored at the Site in accordance with the requirements of District or at some other location agreed upon in writing by District, such payments shall be conditioned upon submission by Contractor of documentation satisfactory to District to establish title in District or Contractor without claim of lien or other interest, applicable insurance at full replacement value, and transportation to the Site. All sales, use or other taxes on materials used in the Work shall be clearly identified by Contractor and Subcontractor in all documentation.

(e) District Engineer Review. Contractor shall first submit to District Engineer each Application for Payment. District Engineer will, within five (5) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment (which shall be in the form of the certificate of payment if required pursuant to paragraph (a)(i) above) and present such Application for Payment to District, or return such Application for Payment to Contractor indicating in writing District Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit such Application for Payment. Within thirty-five (35) days after presentation of an Application for Payment with District Engineer's recommendation for payment, the amount recommended will be presented to the District's Board of Supervisors

for approval. Upon approval by the Board of Supervisors, the payment shall be made to Contractor within ten (10) days.

3. **Change Orders.** District may add to, subtract from or change the scope of the Work by written order, and Contractor will promptly comply with such order regardless of any dispute as to pricing, scope of the Work, or Contract time. For changes in the Work initiated by the District, the Contract Price and Contract time will be equitably adjusted, if applicable, by District.

4. **Safety Standards.** Contractor shall at all times maintain a written safety and loss prevention program with rules and procedures consistent with current industry standards and at all times in compliance with applicable federal state and local laws and regulations (the "Safety Program"). Contractor shall actively enforce adherence to the Safety Program in connection with all Work. District shall have the right to request a copy of Contractor's Safety Program from time-to-time for inspection. District's review of the Safety Program shall not be construed to be an approval of its adequacy or compliance with Legal Requirements, and District shall have no liability therefor. Further, at all times in connection with the Work, Contractor shall comply and shall cause its employees, agents and subcontractors to comply with all Legal Requirements including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) as amended, replaced or superseded and any other legislation enacted for the safety and health of Contractor's employees, and subcontractors. District shall have the right, but not the obligation, to inspect Contractor's operations periodically for the purpose of determining compliance by Contractor with the Safety Program, but such inspections shall not diminish Contractor's complete responsibility for protecting the safety and health of its employees and subcontractors, and District shall have no liability therefor.

5. **Environmental.** Contractor shall complete and furnish, or cause to be completed and furnished, to District, all forms required by applicable local, state and federal laws, as the same may be amended from time to time, including, without limitation, worker right-to-know and labeling laws, the federal Superfund Amendment and Reauthorization Act of 1986 (SARA) and the OSHA Hazard Communications Standards with respect to the Work and the Site. The same shall be provided to District before such products or components thereof are delivered to District's Site. Unless otherwise expressly agreed to in writing by District, Contractor shall remove, or cause to be removed, any materials brought to District's Site by or at the direction of Contractor, or its subcontractors, employees or agents, that are "hazardous" or "toxic" under any applicable laws or regulations. Contractor shall be liable for any and all damages or other liabilities which arise, directly or indirectly, from such materials.

6. **Labor Policy.** Contractor shall perform all of its obligations under the Contract Documents in such a manner as to avoid any labor dispute that causes or is likely to cause stoppage or impairment of Work, deliveries, or any other services to the Site. Contractor agrees, subject to any other pertinent provisions of this Contract, to employ subcontractors and labor at the Site who will work in harmony with all other subcontractors and labor for the Work, and who will not be the cause of hindrance or delay of the Work or any work stoppages or strikes. If there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor dispute, Contractor shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including without limitation, (a) removing all disputants from the Site until such time as the labor dispute no longer exists, (b) seek a temporary restraining order and other injunctive relief with regard to illegal union activities or breach of contract between Contractor and its employees or subcontractors, (c) file appropriate labor practice charges, and (d) mediation, arbitration, and the utilization of National Labor Relations Board and the grievance procedures under Contractor's labor agreements if any.

7. **Compliance With Law.** Contractor warrants that it shall perform the Work hereunder in a safe manner and in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes and orders, including, but not limited to, those laws related to the protection of the environment (collectively "Legal Requirements"). Unless otherwise specified, Contractor shall secure and pay for all governmental fees, permits and licenses necessary for the proper execution and completion of the Work.

8. **Insurance.**

(a) **Prior to the commencement of the Work hereunder,** Contractor shall, at its sole cost and expense, procure and maintain in full force and effect and shall submit to District certificates of insurance evidencing the

insurance coverages required by this **Paragraph 8**, and if requested by District, the insurance policies. Such policies shall be written by insurance companies satisfactory to District with limits not less than those set forth below. Contractor shall keep such insurance in effect until the Work is finally approved by District:

(i) Workers' compensation insurance (statutory limits complying with the laws of the state in which the Site is located during performance by Contractor pursuant to this Contract), and employer's liability insurance with limits not less than \$500,000 bodily injury by accident (each accident), \$500,000 bodily injury by disease (policy limit), and \$500,000 bodily injury by disease (each employee).

(ii) Except as otherwise covered pursuant to **Paragraph 8(c)** below, commercial general liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage, with limits of liability of not less than \$500,000 per occurrence, \$500,000 personal and advertising injury, \$1,000,000 general aggregate limit, and \$1,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the defense and indemnification contained in this Contract), and broad form property damage coverage (including completed operations).

(iii) Commercial automobile liability insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto, with limits not less than \$500,000 each accident. The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent approved by District, and shall include, without limitation, contractual liability coverage.

(iv) Except as otherwise covered pursuant to **Paragraph 8(c)** below, Contractor also shall maintain umbrella and/or excess liability insurance coverage, written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), with limits of liability not less than \$1,000,000 per occurrence/annual aggregate in excess of the limits of the policies required above.

(v) No deductible or self-insured retention shall exceed \$50,000 per occurrence for the coverages required above. Contractor may seek written approval by District of a deductible or self-insured retention exceeding \$50,000 per occurrence, which District may (but is not obligated to) grant in its sole and absolute discretion.

(b) All such policies shall show District as additional insured. Contractor shall, immediately upon receipt, provide District with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The form of the Commercial General Liability policy shall be the ISO form CGO 01 0196 or equivalent. The District, the general partner(s)/member(s), or manager of District and District's lender, if any, and as further set forth on **Exhibit B**, and any other persons or entities as may from time to time be designated by District in writing, will be named as additional insureds on ISO form 2010 1185, or in lieu thereof, by providing both ISO form 2010 10 01 and form 2037 10 01 additional insured endorsements, or equivalents approved by District; the separation of insured language will not be modified; the Contractor's Commercial General Liability insurance shall be primary with respect to any liability insurance maintained by the District. Contractor shall cause waiver of subrogation endorsements to be issued in favor of District with respect to its Workers Compensation insurance, and Commercial General Liability insurance policies.

(c) Contractor's compliance with the provisions of this **Section 8** shall not constitute a limit of Contractor's liability under this Contract or in any way limit, modify or otherwise affect Contractor's indemnification obligations pursuant to this Contract.

9. **Parties.** INTENTIONALLY OMITTED.

10. **Nondiscrimination.** During the term of this Contract, neither Contractor nor any of its affiliates, employees or agents shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (e.g., over 40) or sex. Contractor and its affiliates, employees and agents shall assure that the evaluation and treatment of

their employees and applicants for employment are free of such discrimination. Contractor and its affiliates, employees and agents shall comply with the provisions of any applicable fair employment and housing acts and the applicable regulations promulgated thereunder, all of which are incorporated herein by this reference and are made a part hereof as if set forth herein in full. Contractor and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the foregoing non-discrimination compliance provisions in all written contracts and subcontracts to perform the Work or provide services under or pursuant to this Contract. During the term of this Contract, Contractor, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated thereunder.

11. Indemnification. TO THE FULLEST EXTENT PERMITTED BY THE LEGAL REQUIREMENTS, CONTRACTOR SHALL INDEMNIFY AND DEFEND THE DISTRICT AND ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (WITH COUNSEL SATISFACTORY TO DISTRICT), AND HOLD THEM HARMLESS AGAINST ANY AND ALL DIRECT OR INDIRECT CLAIMS, ALLEGATIONS, DEMANDS, LIENS, ACTIONS, CAUSES OF ACTION, SUITS, OBLIGATIONS, INJURIES, RIGHTS OF RECOVERY FOR ANY RELIEF OR DAMAGES, DEBTS, ACCOUNTS, DAMAGES, COSTS, LOSSES, LIABILITIES, JUDGMENTS, AWARDS, TAXES, ASSESSMENTS, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, INTEREST, COURT COSTS, ATTORNEYS' FEES AND EXPENSES, AND OTHER COSTS OF DEFENSE) (COLLECTIVELY "CLAIMS"), WHICH MAY ARISE OUT OF OR IN CONNECTION WITH (I) CONTRACTOR'S FAILURE TO PERFORM IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, (II) THE WORK PERFORMED UNDER THIS CONTRACT, OR (III) ANY ACT OR OMISSION OF CONTRACTOR, OR ITS AGENTS, SERVANTS, EMPLOYEES, INVITEES AND LICENSEES. FURTHER, TO THE EXTENT THAT SUCH IS NOT CONTRARY TO LAW OR PUBLIC POLICY, CONTRACTOR SHALL INDEMNIFY DISTRICT, ITS OFFICERS, EMPLOYEES, AND STAFF AGAINST SUCH CLAIMS, WHETHER OR NOT RESULTING FROM OR CONTRIBUTED TO BY THE, JOINT OR CONTRIBUTORY NEGLIGENCE OF DISTRICT, OR THOSE ACTING FOR OR ON DISTRICT'S BEHALF, OR ANY DEFECT IN, OR CONDITION OF THE SITE WHEREIN THE WORK IS PERFORMED, OR ANY MATERIALS FURNISHED BY OR ON BEHALF OF DISTRICT; PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF DISTRICT'S SOLE AND/OR GROSS NEGLIGENCE, OR WILLFUL OR INTENTIONAL MISCONDUCT.

Nothing in this Section 11 shall limit the obligations on any insurer under the terms of any insurance policy procured or maintained pursuant to this Contract. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

12. Independent Contractor. Contractor is an independent Contractor and neither Contractor nor any of Contractor's employees are employees of the District. Contractor acknowledges full responsibility for Contractor and Contractor's employees under applicable law. Contractor and Contractor's employees are under no circumstances entitled by reason of this Contract to any of the benefits afforded under any employee benefit or other plan of District. Contractor and its employees are not to be considered employees of District for purposes of any tax or contribution levied by any government or taxing authority, and Contractor will pay any such tax or contribution directly to such government or taxing authority.

13. Books and Records. District may inspect, copy and audit, upon twenty-four (24) hours prior notice, all or any part of the books and records of Contractor relating to the Work. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of three (3) years after the final payment by District. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records and shall be treated as such in accordance with Florida law.

14. Policy on Ethics. Neither Contractor, its Subcontractors, nor the employees, directors, partners, officers, representatives, and agents of Contractor or any such Subcontractor shall at any time solicit, accept, offer or bestow gratuities from or to one or more of the Indemnified Parties, District, or other contractor's employees, agents, representatives, directors, partners, members, officers, or anyone else associated with the Work in order to obtain a business advantage in connection with the Work. Violation of this policy by Contractor or any Subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents which may result at

District's election in a declaration of default. The individual or District found to have violated the provisions of this **Section 14** shall be immediately removed from the Work by Contractor at Contractor's sole risk, cost and expense.

15. **Risk of Loss; Damage.** Contractor assumes all risk of loss of or damage to the articles entrusted to Contractor by District while in Contractor's possession or under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse District for the value of the article. Any other damage shall be promptly repaired by Contractor at Contractor's expense.

16. **Assignment and Amendment.** Any assignment of this Contract by Contractor without District's prior written consent or any subletting of any part of the Work to be performed hereunder without District's prior written consent shall be null and void. This Contract may be assigned by District to an Affiliate, lender, or in connection with a sale of the property which is the subject matter of the Work hereunder. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by a written instrument signed by the authorized representative of the party against whom its enforcement is sought, and any communication, invoice, cover transmittal/letter, lien release, etc., including but not limited to any shipment received by District from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgment, invoice or other form of Contractor and notwithstanding District's act of accepting or paying for any such shipment or similar act of District.

17. **Termination: Insolvency; Lien; Default.** If Contractor (i) becomes insolvent, (ii) subjects the Work to any lien which is not released, discharged or bonded within five (5) days following written demand from District, or (iii) fails to cure any default within five (5) days following written notice thereof from District, District may terminate this Contract and/or remedy such default at Contractor's expense, without prejudice to any other right or remedy of District. Further, District may terminate this Contract without cause upon written notice to Contractor.

18. **Severability.** Any invalid provision, or part thereof, of these terms and conditions shall be deemed severed from the valid provisions which shall remain in full force and effect.

19. **Nondisclosure.** Contractor agrees that in connection with its performance of the Work hereunder, it will not disclose any information related to District's business to anyone outside of Contractor's organization without the express written consent of an authorized representative of District.

20. **Notice.** All notices required or permitted to be given by this Contract shall be in writing, shall identify the Work and this Contract by project name or Contract number, and, if to District, shall be mailed postage prepaid or hand delivered to District at the address for notice given on the initial page of this Contract, with a copy to: Fowler White Boggs P.A., 501 East Kennedy Boulevard, Suite 1700, Tampa, Florida 33602, Attn.: Erin R. McCormick, Esq., and Newland Real Estate Group, LLC, Attn: Dennis Jackson, 777 South Harbour Island Boulevard, Suite 320, Tampa, Florida 33602, and, if to Contractor, then such notice shall be mailed, hand delivered, delivered in PDF via email, or sent by facsimile (with telephone confirmation of receipt) to the Contractor at its address for notice given on the summary page of this Contract with copies to such other parties and addresses set forth below. Written notice shall be deemed delivered on the date of actual hand delivery or the date that a PDF by email or facsimile is actually received, or, if sent in the United States mail postage prepaid certified mail and correctly addressed, then on the third business day after the day on which mailed. Either party's address for notice may be changed by written notice given in accordance with this Section. A copy of any notice to District shall also be sent to:

Waterset Central CDD

Attn: Legal Department
9820 Towne Centre Drive, Suite 100
San Diego, CA 92121
Telephone: (858) 455-7503
Facsimile: (858) 455-6142

21. **Waiver.** The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Contract, nor shall it be considered as a waiver by such party of any other covenant, condition, or

promise. The delay in pursuing any remedy or in insisting upon full performance for any breach or failure of any covenant, condition, or promise shall not prevent a party from later pursuing any remedies or insisting upon full performance for the same or any similar breach or failure.

22. Mediation and Arbitration of Disputes.

(a) District and Contractor shall first submit all claims, disputes and other matters in question arising out of or relating to the Contract Documents or the actual or alleged breach thereof (collectively, "Dispute") to non binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the Dispute. If any Dispute has not been resolved within thirty (30) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following **Paragraph (b)**.

(b) Except as provided in **Paragraph 22(c)** below, any Dispute which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation, performance or non-performance of the Contract Documents and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location determined by District in the State in which the Site is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars (\$100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars (\$100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in **Paragraph 22(c)** below, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Contract, except by written consent containing a specific reference to this Contract signed by District and Contractor and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if District is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Contractor, which District believes involves or may involve Contractor, then District shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Contractor into the Dispute, arbitration, litigation or other legal or administrative action between District and such other person(s). Contractor hereby consents to such consolidation. Further, if such Dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Contractor agrees to be so bound by such decision. Contractor also agrees to attend and participate fully at any mediation which District believes involves or may involve Contractor, and to participate equally with other parties in sharing the costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or

litigation, Contractor shall continue to perform all obligations under the Contract Documents, unless terminated by District as provided herein.

(d) The prevailing party in any court or arbitration action arising out of this Contract, or the enforcement or breach hereof, shall be entitled to court costs and reasonable attorneys fees as determined by the court or arbitrator.

23. Waiver of Jury Trial. BY INITIALING THE SPACE BELOW, TO THE FULLEST EXTENT PERMITTED BY THE LEGAL REQUIREMENTS, DISTRICT AND CONTRACTOR SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, BY COUNSEL, AGREE THAT THE MEDIATION AND ARBITRATION PROCEDURES OF PARAGRAPH 21 SHALL GOVERN AND THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR ~~DEALINGS WITH~~ ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE. WE HAVE READ AND UNDERSTAND PARAGRAPH 21 AND THIS PARAGRAPH 22 AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS REFERRED TO IN THIS PROVISION TO MEDIATION AND ARBITRATION AS PROVIDED ABOVE.

DISTRICT  CONTRACTOR 

Parties to
Initial
←

24. Limitations on Governmental Liability. Nothing in this Contract 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 Contract 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.

25. Fair Housing. Contractor acknowledges that District and its affiliates (i) are pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation, and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

26. Effect. Although the provisions of this Contract were drafted primarily by District, the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Contract Documents.

27. Signing Authority. Each individual executing this Contract on behalf of a legal entity represents and warrants that he or she is duly authorized to execute and deliver this Contract and that this Contract is binding on such legal entity in accordance with its terms.

28. Time is of the Essence. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of the Contract Documents.

29. Counterparts. This Contract may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one (1) such counterpart. In addition, properly executed authorized signatures may be transmitted via facsimile or PDF via email and upon receipt shall constitute original signatures.

[Remainder Of Page Intentionally Left Blank.]

EXHIBIT A

DESCRIPTION OF WORK OR CONTRACTOR'S PROPOSAL

[Note: If the attached Contractor's Proposal contains terms and conditions in addition to a description of the Work, such terms and conditions are null and void and of no force or effect.]



Proposal

Bill To: NNP-Southbend II, LLC
777 S. Harbour Island Blvd.
Suite 320
Tampa, Florida 33602

Remittance To:
CRS Building Corporation
100 Second Avenue South, Suite 301-S
St. Petersburg, Florida 33701

ATT Amanda

Telephone: (727) 895-7500
Fax: (727) 895-7580

RE: Waterset Phase 3 Amenity Construction
7281 Paradiso Drive
Apollo Beach, FL

**Invoice
Number:** 2016-11-21

Date: September 5, 2018

Changes requested by Owner

See attached ~~BCS-123~~ for complete breakdown \$ 7,026.45

Subtotal		\$ 7,026.45
Bond		\$ 843.18
GC Mark-up	8%	\$ 562.12
Payment Due		\$ 8,431.75

THANK YOU FOR YOUR BUSINESS !
Craig R. Sas



100 Second Avenue South
Suite 301-S
St. Petersburg, FL 33701
Tel - 727-895-7500
Fax - 727-895-7560

PROJECT: Waterset Phase 3 Amenity Construction
7281 Paradiso Drive
Apollo Beach, FL

DATE: 8/14/2018

TO (Owner): NNP-Southbend II, LLC
7778. Harbor Island Blvd., Suite 320
Tampa, Florida 33602

CHANGES REQUIRED OR REQUESTED

As requested by Owner:

1	Relocate receptacles for TV's in gym area	\$	462.00
2	Additional cost for drywall repairs and painting	\$	475.00
3	Renew (2) pool permits	\$	208.46
4	Shorten fan rod at pool slide tower	\$	142.50
5	Install (2) receptacles in cabinet game room area	\$	466.12
6	Furnish and install (2) coats of paint w/sand additive at stair tread and riser at slide tower	\$	536.51
7	Replace (3) passage locks with storeroom locks	\$	545.70
8	Supply and install (6) self closing gate hinges on sports court gates	\$	850.00
9	Recoat (2) landings with slip resistant paint on slide tower	\$	275.00
11	Additional countertop and shelves at reception desk	\$	960.00
12	Move shower 7 ft closer to pool and install concrete pad for pool shower	\$	407.16
13	Remove blue poly pipe at tennis court entrance and by maintenance shop, add hose-bib, fittings, pipe and connect to valve.	\$	1,040.00
14	Installation of additional pavers at bench seating for corn hole game	\$	658.00
Subtotal		\$	7,026.45
Bond		\$	843.18
8% GC Mark-up		\$	562.12
Total Cost		\$	8,431.75

APPROVAL

BY: _____

BY: 
Craig R. Sas

DATE: _____

DATE: August 14, 2018

EXHIBIT B

LIST OF ADDITIONAL INSURED

Waterset Central CDD
NNP-Southbend II, LLC
NASH-Newland Segregated, LLC
Newland Real Estate Group, LLC
NASH Vingt-huit, LLC
NASH Financing, LLC
and any and all of their respective members, parents, partners, subsidiaries and affiliates

STANDARD FORM CONSTRUCTION CONTRACT

By and Between

Waterset Central CDD

And

Seminole Masonry

[Remainder of page intentionally left blank.]



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EXHIBIT B-1	SPECIAL CONDITIONS
EXHIBIT B-2	PURCHASE REQUISITION REQUEST FORM
EXHIBIT B-3	PURCHASE ORDER
EXHIBIT C	DRAWINGS AND SPECIFICATIONS
EXHIBIT D	DISTRICT ENGINEER'S CERTIFICATE FOR PAYMENT
EXHIBIT E	SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STANDARD FORM CONSTRUCTION CONTRACT

Contract No. 24592

This Construction Contract ("Contract"), is made and entered into this 9th day of July, 2018, by and between **Waterset Central CDD**, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes (hereinafter "District") and **Seminole Masonry**, a limited liability Corporation (hereinafter "Contractor") respecting District's development project known as **Waterset Central CDD**. District and Contractor hereby agree as follows:

1. CONTRACT DOCUMENTS; WORK

This Contract, the Instructions to Bidders (if any), the Invitation to Bidders (if any), the Contractor's Proposal, the Drawings and Specifications, performance, payment and other bonds required by this Contract, and Special Conditions, if any, the attached exhibits and Change Orders collectively constitute the "Contract Documents".

The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

Contractor shall complete all of the Work as specified or indicated in the Contract Documents. The Work is described as follows: **Precast Wall on west side of Covington Garden Drive - Phase 5A1** SEE EXHIBIT A-1 (Description of the Work)

The project for which the Work under the Contract Documents may be the whole or only a part is generally situated and/or described in Exhibit A-2 (Description of Site) attached hereto and described as follows (hereinafter sometimes referred to as the "Site"):

Covington Garden Drive - Phase 5A1.

A performance and payment bond will not be required.

Should there be any conflict between any of the terms and provisions of the Contract Documents which cannot be reconciled, then the following priority shall prevail:

- (a) This Contract;
- (b) Special Conditions (attached hereto as Exhibit B and incorporated herein by reference);
- (c) Addenda, Change Orders or Modifications;
- (d) Drawings and Specifications (attached hereto as Exhibit C and incorporated herein by reference); and
- (e) Contractor's Proposal.
- (f) Bid Documents (Invitation to Bidders, Instructions to Bidders, Contractor's Statement of Qualifications)

NOTE: DISPUTES ARISING UNDER THE CONTRACT DOCUMENTS ARE SUBJECT TO ARBITRATION; SEE PARAGRAPH 38 OF THIS CONTRACT.

2. DEFINITION OF TERMS

As used in the Contract Documents, each of the terms defined in this **Paragraph 2** shall have the following meaning:

"Affiliates" shall mean any corporation, partnership, joint venture, limited partnership, limited liability company, or other legal entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with District.

"Application for Payment" shall mean the format approved by District which is to be used by Contractor in requesting progress or final payments and which is to be submitted together with such supporting documentation as is required by the Contract Documents.

"Change Order" shall mean a written direction from District to Contractor amending, deleting, supplementing, or revising the Work solely as specified in Section 24; a Change Order may not expand the scope of this Contract to cover areas (parcels) not identified in the original Contract.

"Claims" shall mean any and all direct or indirect claims, allegations, demands, liens, actions, causes of action, suits, obligations, injuries, rights of recovery for any relief or damages, debts, accounts, damages, costs, taxes, assessments, interest, fines, penalties, losses, liabilities, judgments, awards, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense), of any kind or nature relating to or arising out of the Work.

"Commencement Date" means **upon receipt of written Notice to Proceed**.

"Contract Price" shall mean the aggregate of all prices for each bid item listed in the Contractor's Proposal or other Contract Documents which is actually performed, incorporated into the Work and approved by the District Engineer, and shall include all amounts due to Contractor computed in accordance with unit prices contained in the Contractor's Proposal or other Contract Documents for units of the Work actually completed and approved by the District Engineer and District, unless stipulated as a lump sum in the Contractor's Proposal or other Contract Documents.

"Contractor's Proposal" shall mean the proposal submitted by Contractor to District to procure this Contract and which is attached hereto as **Exhibit A-3** which contains, among other things, a description of the Work to be performed by Contractor and the Contract Price thereof. The Contractor's Proposal is incorporated within this Contract only to the extent of (i) any unit prices, billing rates or lump sums describing the Contract Price and (ii) any specific description of the Work. Any other terms and conditions contained in the Contractor's Proposal are expressly excluded and of no force or effect.

"Contract Time" shall mean the time period commencing upon the date of this Contract and expiring upon Contractor's completion (Substantial Completion and Final Completion, as applicable) of the Work as provided in **Paragraph 8**, subject to any extensions of such time period pursuant to **Paragraph 23**. "Drawings and Specifications" shall mean all drawings, plans and specifications for the Work as described in **Exhibit C** attached hereto.

"Developer" shall mean the developer and/or project owner of the land within the District, and any Affiliates of the Developer.

"District" shall mean the Waterset Central CDD, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes.

"District Engineer" shall mean H, the person or firm designated as District Engineer by the Board of Supervisors of the District.

"Final Completion" shall mean when all punch list items and any portion of the Work incomplete at the time of Substantial Completion have been completed in accordance with the requirements of the Contract Documents and approved by District in writing; and notwithstanding anything to the contrary, Final Completion of the Work shall not be considered complete prior to the time that any required certificates of completion, inspection or "pass off" of permitted Work have been issued by the applicable governing agency ("Agency Approval") and the same have been submitted to, and accepted by, District; provided, further however, Contractor shall be solely responsible for securing as part of the Contract Price any and all Agency Approvals respecting the Work.

"Force Majeure" shall mean the following when beyond the reasonable control of the affected party: acts of God (except as excluded herein) including lightning, fire, storm, flood and earthquake; war; insurrection; riot; priority allocations of materials; an order, restraint or prohibition by the United States of America, any state, or by any board, department, commission or agency either having jurisdiction of the parties hereto or the Work, or jurisdiction over parties supplying labor, material, or any item or items necessary or desirable to performance under the Contract Documents. Neither rain, snow, ice, nor any other adverse weather condition shall be construed to be an Event of Force Majeure, except for such adverse weather condition which is considered unseasonable and which causes District Engineer to determine that, despite the exercise of due diligence and best efforts of Contractor to avoid or overcome the same, continued performance of the Work would be perilous to personnel, equipment and the Work.

"Indemnified Parties" shall mean District, its Affiliates, the Developer, its Affiliates, and all of the officers, directors, partners, members, employees, agents, representatives, subsidiaries and affiliates of each such party.

"Instructions to Bidders" shall mean any instructions provided to Contractor to submit bid proposals for the Work.

"Invitation to Bidders" shall mean any requests made by District for submissions of bid proposals for the Work.

"Legal Requirements" shall mean all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders.

"Special Conditions" shall mean any unique provisions to this Contract attached hereto as Exhibit B.

"Subcontractor" shall mean an independent contractor having a direct contract with Contractor to furnish equipment, materials, or labor for the Work and such Subcontractor's sub-subcontractors and materialmen of every tier.

"Substantial Completion" or "Substantially Complete" shall mean the completion of the Work in accordance with the Contract Documents, as certified by the District Engineer, subject to certain minor punch list items and/or adjustments required to be made by Contractor and provided that Contractor has obtained and delivered to District all permits and other consents from all governmental authorities, if any, that are required with respect to District's occupancy and use of the Work; provided, however, that Substantial Completion shall be achieved no later than **60 days from receipt of written notice to proceed**.

"Work" shall be inclusive of the Work described in **Paragraph 1** and shall mean all of those personnel, tasks, services, labor, supervision, facilities, structures, materials, equipment, supplies, transportation and all other tangible things required to be undertaken, produced, delivered, constructed, installed, or furnished by Contractor or any of its Subcontractors as specified in or reasonably inferable from the Contract Documents to achieve Final Completion and shall include items, services or tasks incidental or preliminary thereto, including procurement of any necessary permits, licenses, or agreements

for use of proprietary information, patented methods or equipment, or other matters related to the Work not otherwise furnished by District.

"Work Days and Hours" Except as herein specifically provided, no Work at the Site shall be performed during other than normal working days and permitted hours (meaning Monday through Friday, exclusive of federal holidays, and 7:00 a.m. to 5:00 p.m.; or in accordance with the applicable City or County ordinance if such ordinance provides for expanded hours) without the written permission of District, except in emergencies endangering life and property, in which case Contractor shall act immediately and shall notify District Engineer and District within twenty-four (24) hours of such emergency and request the issuance of a Change Order, if appropriate. If Contractor asks for, and receives, permission to schedule Work at other than normal days and hours, all extra costs, including, but not limited to, those for District Engineer's costs, shall be borne by Contractor.

3. CONTRACT PRICE

District shall pay Contractor the Contract Price for the performance of the Work in accordance with the Contract Documents. Contractor shall be paid the unit prices or lump sum for the Work reflected in the Contractor's Proposal, as amended by approved Change Orders.

4. CONTRACTOR'S WARRANTIES

(a) Contractor accepts the relationship of trust and confidence established between it and District under the Contract Documents. Contractor agrees to faithfully and fully perform the terms of this Contract, and shall complete the Work free and clear of all liens and third party claims. Contractor shall, at all times during the progress of the Work, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule.

(b) Contractor has satisfied itself and verified, by its own independent investigation and study, (i) all the conditions affecting the Site, the Work to be done and materials to be furnished; (ii) the meaning, intention and sufficiency of the Drawings and Specifications; and (iii) the conditions under which the Work is to be done; and has executed the Contract Documents based solely on such investigation, study and determination made by it, and not in reliance upon any representation by District or by anyone acting for or on behalf of District, except as otherwise provided in the Instructions to Bidders and Special Conditions, if any.

(c) Contractor shall comply with all Legal Requirements (including, without limitation, licensing requirements) applicable to the performance of the Work and deed restrictions and covenants applicable to the Site. Contractor shall be responsible for any fines or penalties assessed against District as a result of Contractor's Work.

(d) Non-Discrimination in Employment. During the Contract Time, neither Contractor nor any of its affiliates, employees or agents shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor and its affiliates, employees and agents shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the foregoing non-discrimination compliance provisions in all written contracts and subcontracts to perform work or provide services under or pursuant to this Contract. During the Contract Time, Contractor, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated thereunder.

(e) Exculpatory Clause and Waiver. Contractor agrees to look solely to the assets of District for the enforcement of any claims arising hereunder or related hereto; provided, however, in no event shall the foregoing waiver be deemed to prohibit/restrict Contractor's rights to exercise its mechanic's lien and/or stop notice rights in the event of a non-payment by District as required by this Contract. Contractor acknowledges that this contractual relationship would not be created except with the inclusion of this provision.

5. CONCEALED CONDITIONS

(a) As provided in **Paragraph 4**, above, Contractor has reviewed all existing conditions and limitations affecting the Work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and Site and local conditions, as applicable to the Work. Claims for additional compensation or extensions of time because of the failure of Contractor to familiarize itself with conditions at the Site will not be allowed. It is not intended by this provision to preclude claims for additional compensation or extension of time for conditions that would not reasonably be foreseen from a diligent inspection of the Site and review of all Site tests and studies and record matters affecting the Site in the possession of Contractor.

(b) If conditions are encountered at the Site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before the conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. District Engineer will promptly investigate such conditions and, if they are not governed by **Paragraph 5(c)** below and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Price or Contract Time or both. If District Engineer determines that conditions at the Site are not as described in **clauses (i) and (ii)**, above, and that no change in the terms of the Contract Documents is justified, District Engineer shall so notify District and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within fourteen (14) days after District Engineer has given notice of its determination.

(c) No adjustment in the Contract Time or Contract Price shall be permitted, however, in connection with a concealed or unknown condition (i) which does not differ materially from those conditions disclosed or (ii) which reasonably should have been disclosed by (a) Contractor's inspections, tests, reviews and preconstruction services performed in connection with the Work, including any tests made by or in the possession of Contractor, or (b) inspections, tests, reviews and preconstruction services which Contractor negligently failed to request in connection with the Work.

6. LABOR POLICY

Contractor shall perform all of its obligations under the Contract Documents in such a manner as to avoid any labor dispute that causes or is likely to cause stoppage or impairment of Work, deliveries, or any other services to the Site. Contractor agrees, subject to any other pertinent provisions of this Contract, to employ Subcontractors and labor for the Work who will work in harmony with all other Subcontractors and labor for the Work, and who will not be the cause of hindrance or delay of the Work or any work stoppages or strikes. If there shall be any such stoppage or impairment as the result of any such labor dispute or potential labor dispute, Contractor shall immediately undertake such action as may be necessary to eliminate such dispute or potential dispute, including without limitation, (a) removing all disputants from the Site until such time as the labor dispute no longer exists, (b) seeking a temporary restraining order and other injunctive relief with regard to illegal union activities or breach of contract between Contractor and its employees or Subcontractors, (c) filing appropriate labor practice charges, and (d) mediation,

arbitration, and the utilization of National Labor Relations Board and the grievance procedures under Contractor's labor agreements if any.

7. SCOPE AND QUALITY OF WORK; ASSIGNMENT OF WARRANTIES

(a) The Work shall be furnished and performed in strict accordance with the Contract Documents. Contractor shall, at its expense, give all necessary notices and cause all Work performed and materials and equipment furnished pursuant to the Contract Documents to comply strictly with all Legal Requirements. Contractor also shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work. The Work shall be done, furnished and performed to the satisfaction of District. District, District Engineer and any governmental or other appropriate authorities and their respective representatives, at all times, shall have access to the Work for any lawful purpose, including inspection.

(b) The fact that any part of the Work necessary to meet the requirements of District, or any governmental or other appropriate authorities, are not specifically mentioned in the Contract Documents, will not excuse Contractor from performance thereof if said part of the Work to be performed is usual and normal in the crafts or trades required to perform the Work or the crafts or trades usually employed to perform work similar to the Work. Contractor warrants to District that the (i) materials and equipment furnished under the Contract Documents will be of good quality and new unless otherwise required or permitted by the Contract Documents, (ii) Work will be free of defects not inherent in the quality required or permitted by the Contract Documents, and (iii) Work will conform with the requirements of the Contract Documents. Any portion of the Work not conforming to these requirements may be considered defective. If requested in writing by District within one year of the date of Final Completion, Contractor shall furnish reasonable evidence as to the kind and quality of materials and equipment furnished under the Contract Documents. If within one year after the date of Final Completion of the Work or any designated portion of the Work, any of the Work is found not to comply with the requirements of the Contract Documents, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving written notice from District requesting such correction. This one-year period shall be extended with respect to portions of the Work completed after the date of Final Completion, if any, by a period equal to the time between the date of Final Completion and the actual completion of such portion of the Work. The provisions of this **Subparagraph 7(b)** shall survive approval of the Work under this Contract. Contractor's warranty in this **Subparagraph 7(b)** is in addition to, and does not limit in any way District's Claims for latent/patent defects or Claims for warranties set forth by Legal Requirements, or any implied warranties recognized by applicable statutory or common law.

(c) Contractor shall assign and transfer to District all warranties and guaranties received by Contractor in connection with any Work, materials, equipment and components furnished by Contractor. If such warranties and guaranties are not by their terms assignable, Contractor agrees to initiate Claims and enforce such warranties in accordance with their terms for the benefit of District upon demand.

(d) Contractor shall be responsible for the accuracy of measurements, elevations, lines and grades of the Work, and shall not scale the Drawings and Specifications. If Contractor chooses to measure distances by scaling from the Drawings and Specifications, it is totally at Contractor's sole risk and is not considered by District to be an accurate measurement. No extra charge or compensation will be allowed due to scaling from the Drawings and Specifications or differences between actual dimensions and the measurements indicated on the Drawings and Specifications; differences which may be found shall be submitted to District for its approval before proceeding with the Work.

8. COMMENCEMENT OF PERFORMANCE AND COMPLETION

Contractor shall commence performance of the Work on the Commencement Date, and Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than

the date set forth in **Paragraph 2** above and pursuant to the schedule approved in writing by District and Contractor, subject to adjustments of the Contract Time as provided in the Contract Documents. Contractor shall be responsible for obtaining all necessary permits and other governmental approvals and any delay in obtaining such permits and approvals will not serve to extend the Contract Time unless such delay is specifically shown to be outside Contractor's control. Final Completion of the Work shall occur not later than thirty (30) days after Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents. Time is of the essence with respect to the Contract Documents and all of Contractor's obligations thereunder.

Contractor shall prepare and submit a detailed construction schedule which contains a description of the various components of the Work and the completion schedule and value of such components to District for approval prior to commencement of the Work. Contractor shall provide an updated Contract progress schedule monthly during the Contract Time. If Contractor falls behind the schedule for any reason by more than three percent (3%) of the Work to be completed at any given time according to the approved schedule, as may be amended from time to time with the approval of District, Contractor shall no later than fifteen (15) days after the schedule is breached, submit to District a remedial plan of action adequate to restore the Work to the approved schedule promptly, which shall, if necessary, include working on weekends, holidays, or overtime, at no additional cost or expense to District.

9. SUPERVISION AND CONSTRUCTION PROCEDURES

(a) Contractor shall supervise and direct the Work, using its best skill and attention. Contractor shall maintain a qualified superintendent on the Site at all times when performing the Work. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract Documents and following any special considerations specified by District in conformance with the Contract Documents.

(b) Contractor shall at all times enforce strict discipline and good order among its employees, supervisors, Subcontractors and agents and shall not employ on the Work any unfit person or anyone non-skilled in the task assigned to them.

(c) Contractor shall furnish all of the construction equipment needed to complete the Work within the Contract Time. All equipment and machinery used which might affect the progress or quality of the Work shall be satisfactory in all respects for the performance of the Work and shall be maintained in good repair to ensure that the Work will be of the highest quality and will be completed within the Contract Time.

10. SUBCONTRACTS

If applicable, all subcontracts shall contain unit prices and any other feasible formula for use in the determination of the cost of changes in the Work. Contractor agrees to hold its Subcontractors, including all persons directly or indirectly employed by them, responsible for any damages due to breach of contract or any negligent act and to diligently endeavor to effect recoveries of such damages. District shall be deemed to be a third party beneficiary of, but shall not have any obligation under, each subcontract and may, if District elects, require (following Contractor's default under the Contract Documents or District's termination of this Contract) that a Subcontractor perform all of the then unperformed duties and obligations of such Subcontractor thereunder for the benefit of District (rather than Contractor); however, in the event that District requires any such performance by a Subcontractor for the direct benefit of District, then District shall be bound and obligated to pay such Subcontractor for such portion of the Work done by such Subcontractor in accordance with the terms of the Contract Documents for such portion performed in strict conformance to the Contract Documents to date (to-wit: the reasonable value of that portion of the subcontract performed by such Subcontractor) and subsequent to the date that District elects to invoke such rights. District's liability in connection herewith, however, is not to exceed the amount obtained by

subtracting from the subcontract price the total of all sums paid by Contractor to Subcontractor prior to District's invoking its rights hereunder with respect to direct performance by Subcontractor for District. In the event that District elects to invoke such rights, District shall give written notice of such election to Contractor and such Subcontractor. Any amounts paid by District to a Subcontractor shall be either (a) deducted from the amount due to Contractor under this Contract or (b) reimbursed if District has already paid Contractor, by Contractor to District upon District's written demand.

Prior to commencement of the Work, Contractor shall furnish District with a complete list of all persons, firms or entities which Contractor proposes to engage to furnish labor and/or materials in constructing the improvements and, if requested by District, will furnish District with a copy of all written agreements (including subcontracts and purchase orders) therefor. Contractor agrees that District has the right in its sole discretion to disapprove any Subcontractor of any tier. District also shall have the right to telephone or otherwise communicate with each Subcontractor of every tier to verify the facts disclosed by any list or any invoice submitted to District, or for any other purpose. All subcontracts let or amended by Contractor relating to the Work shall require disclosure to District of information sufficient to make verification. Each approved subcontract shall contain provisions which specifically bind such Subcontractor to the applicable terms and provisions of the Contract Documents and shall also contain provisions permitting assignment thereof to District and District's lender as provided below.

Any Subcontractor or individual laborer whom District or District Engineer believes in good faith not to be qualified to pursue the Work or whom District does not wish to be engaged in the Work, shall be excluded from the Work, and shall be replaced with a Subcontractor or laborer approved by District and District Engineer.

11. FEES, PERMITS AND LICENSES

Contractor shall, unless specified to the contrary in the Contract Documents, secure and pay for all governmental fees, permits and licenses, necessary for the proper execution and completion of the Work, required to be obtained by a general contractor by the local jurisdiction in which the Work is to be performed.

12. CONTRACTOR'S USE OF INDEMNIFIED PARTIES' ASSETS AND INDEMNIFICATION

In the event that any arrangement is made whereby Contractor or any of its Subcontractors of any tier use any employees of the Indemnified Parties, any tools, equipment, apparatus, improvements, land or other property of the Indemnified Parties or any utilities (such as electricity, gas, water, compressed air and toilet facilities) furnished by or through the Indemnified Parties, irrespective of who pays the employees and regardless of whether any consideration is paid for the use of the tools or the utilities, then the employees while engaged in the use of the tools or the utilities shall be conclusively considered the agents, servants, and employees of Contractor, and the acceptance and/or use of the tools or the utilities by Contractor or its Subcontractors of every tier shall mean that Contractor has inspected and determined the tools and utilities are satisfactory for Contractor's intended purposes and uses, and has accepted full responsibility for the tools and utilities. Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties for any and all Claims or damages resulting from the use of such employees, tools and utilities pursuant to the indemnification terms and conditions set forth in **Paragraph 16** of this Contract. Contractor shall return the tools at the conclusion of Contractor's use thereof in the same condition as when received, ordinary wear and tear excepted.

13. SAFETY AND SECURITY

Contractor shall, until final approval of the Work by District, be responsible for taking all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, (i) all employees hired by it or any Subcontractor; (ii) District's agents and representatives and other persons authorized by District to visit the Site or the Work; (iii) all other persons who may be



affected by Contractor's activity at the Site; and (iv) property (including, but not limited to, the Work, equipment and materials belonging to Contractor, District or other contractors employed by District) at the Site or adjacent thereto. Such precautions may include, at District's request, the separation of Contractor's equipment and materials from that of other contractors.

District shall furnish to Contractor the right to conduct operations for the Work at the Site. District may designate areas in and around the Site which Contractor may use for staging, equipment storage, material storage, and for Contractor's construction office. Contractor shall confine its operations to any such designated areas and shall avoid entering other areas which may be owned by District, even if near or adjacent to such designated areas. Contractor may post on or near its construction office one (1) small sign, subject to the approval of District, identifying Contractor and the job for purposes of material deliveries.

Contractor shall have custody of and be responsible for the care and maintenance of the partially completed Work and the finished Work until final approval by District. Contractor shall repair or replace at its own expense any damage to the Work due to any cause, and shall do such remedial work as may be necessary to maintain the Work in proper condition until all parts of the Work have been completed in accordance with the Contract Documents and delivered undamaged to District and approved by the District Engineer.

Contractor shall at all times conduct its operations in such a manner and employ all reasonable means to prevent any injury (including death) to any person or damage to or destruction of any property, including wildlife and marine life along, upon or near the Site and the habitat, any vegetation required to be preserved by Legal Requirements, bodies of water, or wetlands areas located adjacent to and in the vicinity of the Site. Contractor shall also exercise extreme care during ingress to or egress from the Site through bodies of water and wetlands to avoid damaging the habitat, vegetation, wildlife, or marine environment. Any damage to such water bodies and wetlands resulting from the prosecution of the Work, from ingress or egress of personnel, equipment or materials, or from any other cause attributable to Contractor shall be the sole responsibility of Contractor and any cost arising from said damage shall be borne solely by Contractor.

If the Work will cross, be parallel to or be in close proximity to facilities, such as utilities of either District or others, then extreme care shall be exercised at all times so as not to damage or interfere with the operation of such facilities. The Contract Price includes the cost of providing all labor, materials and equipment necessary to complete any crossing or to protect any facilities as shown on the Drawings and Specifications and to the satisfaction of District.

Contractor recognizes that in some instances the uncovering of known facilities may reveal some divergences from the Drawings and Specifications and Contractor shall perform the Work occasioned by any necessary changes thereto at no additional cost to District. Contractor further recognizes that unknown existing facilities may be discovered, in which case Contractor shall immediately apprise District and District Engineer of the nature, size and location of such facilities, and shall perform all necessary Work required to avoid damage to or interference with the operations of such facilities; the cost of any such Work shall be paid by District only if set forth in an approved Change Order pursuant to **Paragraph 24** of this Contract.

Contractor shall at all times maintain a written safety and loss prevention program with rules and procedures consistent with current industry standards and at all times in compliance with applicable federal, state and local laws and regulations (the "Safety Program"). Contractor shall actively enforce adherence to the Safety Program in connection with all Work. District shall have the right to request a copy of Contractor's Safety Program from time-to-time for inspection. District's review of the Safety Program shall not be construed to be an approval of its adequacy or compliance with Legal Requirements, and District shall have no liability whatsoever with respect to the Safety Program. Further, Contractor shall

comply with all Legal Requirements including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) as amended, replaced or superseded and any other legislation enacted for the safety and health of Contractor's employees, and Subcontractors. District shall have the right, but not the obligation, to inspect Contractor's operations periodically for the purpose of determining compliance by Contractor with the Safety Program, but such inspections shall not diminish Contractor's complete responsibility for protecting the safety and health of its employees and Subcontractors.

Contractor shall notify District immediately by telephone, with prompt confirmation in writing, of injuries, fatalities and property damage that occur on the Site in connection with any of the Work being performed under the Contract Documents and shall provide District with such reports of injuries and fatalities as District shall deem necessary, including but not limited to, copies of all reports or other documents filed or provided to Contractor's insurers or the state in which the Site is located in connection with such injury or fatality.

14. CONTRACTOR INSURANCE

(a) Contractor shall, at Contractor's sole cost and expense, procure and maintain in full force and effect at least the following insurance coverages during the term of this Contract and, as provided herein, thereafter:

(i) Workers' compensation insurance (statutory limits complying with the laws of the state in which the Site is located during performance by Contractor pursuant to this Contract), and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (i.e., each accident), \$1,000,000 bodily injury by disease (policy limit), and \$1,000,000 bodily injury by disease (each employee). Worker's compensation coverage shall include a waiver of subrogation against District if permitted by the Legal Requirements;

(ii) Commercial general liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage, with limits of liability of not less than \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate limit, and \$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Contract), broad form property damage coverage (including completed operations);

(iii) Commercial automobile liability insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto, with limits not less than \$1,000,000 each accident. The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent approved by District, and shall include, without limitation, contractual liability coverage; and

(iv) Contractor also shall maintain umbrella and/or excess liability insurance coverage, written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), with limits of liability not less than \$5,000,000 per



occurrence/annual aggregate in excess of the limits of the policies required in **Subparagraphs 14(a)(i), (ii) and (iii)**, above.

(b)

(i) No deductible or self-insured retention shall exceed \$50,000 per occurrence for the coverages required in **Subparagraphs 14(a)(i), (ii), (iii) and (iv)**, above. Contractor may seek written approval by District of a deductible or self-insured retention exceeding \$50,000 per occurrence, which District may (but is not obligated to) grant in its sole and absolute discretion.

(ii) District, District's lender(s), the Indemnified Parties and such other persons and entities as may from time to time be designated by District in writing, shall be named as additional insureds under the CGL policy (including completed operations coverage), commercial automobile liability and Umbrella and/or Excess policies required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents approved by District.

(iii) The policies required in **Subparagraphs 14(a)(i), (ii), (iii) and (iv)**, above, shall be primary insurance for Contractor and the District, District's lender(s), the Indemnified Parties and such other persons and entities as may from time to time be designated by District. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Contractor and may not contain any exclusionary language or limitations applicable to the additional insureds.

(iv) Contractor agrees to maintain the insurance required in **Subparagraphs 14(a)(i), (ii), (iii) and (iv)**, above, continuously in effect during the term of this Contract and agrees to maintain the insurance required in **Subparagraphs 14(a)(ii) and (iv)**, above, and the additional insured status, as required in this **Subparagraph 14(b)**, until statutes of limitations bar any and all Claims in connection with or arising out of the Contract Documents or the Work or Contractor's failure to perform any provision of this Contract.

(c) **Prior to commencing the Work**, Contractor shall deliver to District the required endorsements and waivers of subrogation referred to in this **Paragraph 14**, as well as certificates of insurance evidencing the coverages referred to in this **Paragraph 14**. Promptly upon District's request, Contractor shall deliver to District a copy of any and all of the insurance policies and other insurance documents required by this **Paragraph 14**. In the case of policies expiring while Work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of District prior to the expiration of the existing policy or policies. A copy of the documents set forth in this paragraph shall also be delivered at the same time, to: Newland Real Estate Group, LLC, Attn.: Dennis Jackson, 1137 Marbella Plaza Drive, Tampa, Florida 33619.

Permitting Contractor to start Work, continue Work, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Contractor's insurance fails to meet the requirements stated herein, all payments may be withheld by District until the deficiency has been resolved and District shall have the right to declare Contractor in default hereunder, in addition to all other rights available to District.



Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide District with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Contractor shall, immediately upon receipt, provide District with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the District, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

(d) All insurance referred to in this **Paragraph 14** to be carried by Contractor shall be with insurance carriers qualified to do business in the state(s) in which the Work is performed and having a rating of not less than A:VIII from A.M. Best & Co., unless District, in writing, in its sole and absolute discretion, approves a lower Best's rating.

(e) In the event Contractor fails to secure or maintain any policy of insurance required hereby, District in its sole discretion and election, may (i) secure such policy of insurance in the name of and for the account of Contractor and in such event, Contractor shall reimburse District promptly upon demand for the cost thereof; or (ii) terminate the Contract Documents, and District shall retain all remedies hereunder. District shall have the right to offset the costs of any such insurance, including but not limited to premiums, against any sums payable to Contractor under this Contract.

(f) None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract Documents or at law, including, without limitation, Contractor's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates showing less or different coverage than requested, nor any other forbearance or omission by District shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. Subject to **Subparagraph 14(b)(i)**, Contractor shall be solely responsible to pay any loss amount that lies within the deductible(s) or self-insured retention(s) of Contractor's policies, up to the maximum amount of the deductible(s) or self-insured retention(s).

(g) Any insurance policies required of or maintained by Contractor pursuant to **Subparagraphs 14(a)(ii)** and **(iv)**, above, may not contain any exclusion applicable to liabilities arising from subsidence, earth movement, condominiums, townhomes, multi-unit, multi-family and/or attached projects, residential construction, or any other type of Work to which the Contract Documents apply.

(h) If Contractor is out of business or otherwise unavailable at the time a claim, liability, demand or suit is asserted or made, directly or indirectly arising out of or relating to the Work or this Contract, to the fullest extent permitted by law, Contractor hereby assigns to District each and every and all of its rights under any and all of Contractor's potentially applicable policies of insurance.

(i) Contractor shall require all of its Subcontractors and suppliers of every tier to procure and maintain all of the same types of insurance coverages which are required of Contractor under this Contract (except as otherwise provided in this **Paragraph 14**), and to furnish District (with a copy to Newland Real Estate Group, LLC), upon request, with certificates of insurance and endorsements complying with the requirements of this **Paragraph 14**.

(j) With respect to any insurance Contractor is required to maintain pursuant to this Contract, or does maintain, for the Work and/or the Site, including, without limitation, that set forth herein, Contractor warrants that Contractor has the right to waive any and all rights of subrogation which Contractor's insurance carriers might have or claim against District, its lender(s) and/or the Indemnified Parties, arising out of the Work and/or the Site. Contractor hereby waives to the fullest extent legally permitted all such present and future rights of subrogation and agrees to hold harmless, defend and indemnify District, District's lender(s) and the Indemnified Parties from all such subrogation claims. Contractor shall require such waivers from its Subcontractors and suppliers. Contractor and its Subcontractors' and suppliers' policies shall provide such waivers by endorsement. A waiver of subrogation shall be effective as to a person or entity even if that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium and whether or not the person or entity had an insurable interest in the property damaged or person injured.

(k) To the extent requested by District, Contractor shall provide builder's risk insurance, with limits sufficient to cover one hundred percent (100%) of the full replacement cost of the covered property, without any co-insurance requirements or penalties. Such insurance shall be on the broadest available special causes of loss (all-risk) policy form (ALS 67 or equivalent reasonably approved by District) (completed value form), including flood and earthquake. The policy shall insure the interests of District, District's lender(s), Contractor, and Subcontractors and suppliers of every tier, as their interests may appear. The policy shall cover all materials related to the Work, whether located on-site, located off-site or in-transit. The certificate of insurance for such builder's risk insurance shall reflect the requirements of this Subparagraph 14(k).

If builder's risk insurance is provided, any insured loss or claim of loss shall be adjusted by the District, and any settlement payments shall be made payable to the District, subject to the requirements of any applicable mortgage clause, and monies so received will be held by District who shall make distribution in accordance with an agreement to be reached in such event between District and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction to determine ownership of the disputed amounts but Work shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible amount of the policy. Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by District, until final payment has been made hereunder or until no person or entity other than District has an insurable interest in the property required by this insurance provision to be covered, whichever is later.

15. INDEMNIFICATION

To the fullest extent permitted by Legal Requirements, Contractor shall indemnify and defend the Indemnified Parties (with counsel satisfactory to District) and hold them harmless from all Claims of every kind and nature, including attorneys' fees, arising out of injury to, or death of, persons (including Contractor's and any Subcontractor's employees), and damage to any and all property, including loss of use thereof, occurring incident to or resulting wholly or in part from, directly or indirectly, any negligent or willful act or omission by Contractor in connection with or arising out of the Contract Documents or the performance by Contractor of the Work or Contractor's failure to perform any provision of the Contract Documents, including, without limitation, the use of any employees of the Indemnified Parties, the Indemnified Parties' tools or utilities. **FURTHER, TO THE EXTENT THAT SUCH IS NOT CONTRARY TO LAW OR PUBLIC POLICY, CONTRACTOR SHALL INDEMNIFY THE INDEMNIFIED PARTIES AGAINST SUCH CLAIMS, WHETHER OR NOT RESULTING FROM OR CONTRIBUTED TO BY THE JOINT OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES, OR THOSE ACTING FOR OR ON BEHALF OF THE INDEMNIFIED PARTIES, OR ANY DEFECT IN, OR**

CONDITION OF THE SITE WHEREIN THE WORK IS PERFORMED, OR ANY MATERIALS FURNISHED BY OR ON BEHALF OF THE INDEMNIFIED PARTIES; PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE INDEMNIFIED PARTIES' SOLE AND/OR GROSS NEGLIGENCE, OR WILLFUL OR INTENTIONAL MISCONDUCT. The indemnification obligation of Contractor under this **Paragraph 15** shall include damage wrongfully caused by Contractor to the Work or property of an Indemnified Party, which Contractor shall promptly remedy, and damage wrongfully caused by Contractor to a separate contractor or property of any separate contractor, which Contractor shall promptly attempt to settle. Nothing in this **Paragraph 15** shall limit the obligations of any insurer under the terms of any insurance policy procured or maintained pursuant to the Contract Documents. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes.

16. MANNER OF PAYMENT; RIGHT TO RETAIN AND LIENS

(a) Application for Payment. Before each progress payment is scheduled (but not more often than once a month), Contractor shall submit (or cause the District Engineer to submit) in accordance with **Subparagraph 16(b)** to District for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of such Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Each such Application for Payment shall be accompanied by all of the following:

(i) A certificate of payment substantially in the form set forth in **Exhibit H** issued by such District Engineer substantiating the percentages and values of the portion of the Work completed and stating that such portion of the Work has been completed in substantial conformance with the Contract Documents;

(ii) A conditional lien release for the payment requested from Contractor and all its Subcontractors, sub-subcontractors, materialmen, and suppliers in a form approved by District and which complies with the current version of all Legal Requirements for the state in which the Site is located;

(iii) An unconditional lien release from Contractor and its Subcontractors, sub-subcontractors, materialmen, and suppliers for prior progress payments, together with invoices for such payments marked "paid in full" for the portion of the Work previously paid under the immediately prior Application for Payment, in a form approved by District which complies with the current version of all Legal Requirements for the state in which the Site is located; and

(iv) Such other documents and information in form, scope and substance as District may reasonably require.

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By submitting an Application for Payment or other request for payment in any form, Contractor shall be deemed to warrant that:

- (1) the submitted information is accurate and complete;
- (2) there are no mechanic's liens, material liens, stop notices or verified complaints pursuant to Subsection 255.07(3)(a), F. S., outstanding as of the date of the submission; and
- (3) all bills have been paid to date (other than the bills to be paid out of the current requested payment) so that no basis for filing such liens, stop notices or verified complaints exists.

If payments are to be made on account of materials or equipment not incorporated in the Work but necessary to maintain the sequence of the Work and delivered and suitably stored at the Site in accordance with the requirements of District or at some other location agreed upon in writing by District, such payments shall be conditioned upon submission by Contractor of documentation satisfactory to District to establish title in District or Contractor without claim of lien or other interest, applicable insurance at full replacement value, and transportation to the Site. All sales, use or other taxes on materials used in the Work shall be clearly identified by Contractor and Subcontractor in all documentation.

(b) District Engineer Review. Contractor shall first submit to District Engineer each Application for Payment. District Engineer will, within five (5) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment (which shall be in the form of the certificate of payment if required pursuant to **Paragraph 16(a)(i)** above) and present such Application for Payment to District, or return such Application for Payment to Contractor indicating in writing District Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit such Application for Payment. Within thirty-five (35) days after presentation of an Application for Payment with District Engineer's recommendation for payment, the amount recommended will (subject to the provisions of **Subparagraph (f)** below) be presented to the District's Board of Supervisors for approval. Upon approval by the Board of Supervisors, the payment shall be made to Contractor within ten (10) days.

(c) Retainage. Contractor shall be paid ninety percent (90%) of the amount approved for the portion of the Work covered by such Application for Payment, less all preceding payments with respect thereto. Contractor's invoice and District's payment thereof shall be based upon the percentage of completion for all lump sum Work according to the tables or schedules submitted with the Contractor's Proposal, or contained within the Special Conditions, if any, and in the case of Work performed at unit prices, according to available field tallies or estimates of the units actually completed during the monthly period, as amended by any Change Order(s). The remaining ten percent (10%) shall constitute the retainage for such Work performed by Contractor. The retainage shall be held by District until Final Completion of all Work covered by the Contract Documents has occurred, has been tested by District, and has been approved by District Engineer in accordance with the Contract Documents, and such retainage will be released to Contractor as part of the final payment. Contractor may submit an Application for Payment to reduce the retainage to five percent (5%), at the time that fifty percent (50%) of the Work has been completed, based on the method of calculating percentage completion, set forth herein. The District will reduce the retainage to five percent (5%) if the District Engineer issues a Certificate of Fifty Percent (50%) Completion, and if there is no good faith dispute, claim, demand or other basis under the Contract for maintaining ten percent (10%) retainage until Final Completion of all Work.

(d) Substantial Completion When Contractor considers the entire Work ready for its intended use, Contractor shall notify District and District Engineer in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that District Engineer issue a certificate of substantial completion, such certificate of completion shall be substantially

in the form set forth on Exhibit H (the "Certificate of Substantial Completion."). Within a reasonable time thereafter, District, Contractor and District Engineer shall make an inspection of the Work to determine the status of completion. If District Engineer or District does not consider the Work Substantially Complete, District Engineer or District will notify Contractor in writing giving the reasons therefor. If District Engineer or District considers the Work Substantially Complete, District Engineer will prepare and deliver to Contractor a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to said certificate a tentative list of items to be completed or corrected before final payment, sometimes referred to herein as a "punch list." At the time of delivery of the Certificate of Substantial Completion, District or District Engineer will deliver to Contractor a written recommendation as to division of responsibilities pending final payment between District and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless District and Contractor agree otherwise in writing, District's aforesaid recommendation will be binding on District and Contractor until final payment.

(e) Final Payment After Final Completion of the Work, final settlement shall be made with respect to the Work and all monies due Contractor shall be paid to it promptly after the following conditions shall have been met and the following requirements complied with:

(i) The Work shall have been inspected, tested and approved by District and District Engineer shall have delivered a Certificate of Substantial Completion to Contractor pursuant to **Subparagraph (d)** above;

(ii) Satisfactory evidence shall have been furnished to District by Contractor of the payment of all bills and debts of all Subcontractors of every tier and all bills and debts for labor and materials arising out of or in connection with the Work;

(iii) Satisfactory evidence shall have been furnished to District by Contractor of the settlement and discharge of all Claims for which Contractor is responsible pursuant to the Contract Documents;

(iv) Affidavits, notices and/or certificates of completion, in forms approved by District's counsel, if requested;

(v) As a condition precedent to the receipt of final payment, Contractor shall provide District with an unconditional release of lien and release of stop notice on final payment for Contractor and all its Subcontractors in a form approved by District which complies with the current version of all Legal Requirements for the state in which the Site is located. In the event Contractor fails or refuses to provide District with the releases described in this **Subparagraph** and such failure or refusal delays final payment, Contractor shall, at its cost, obtain a release bond or other suitable security to facilitate final payment;

(vi) All punch list items have been completed by Contractor and approved by District; and

(vii) By requesting issuance of a Certificate of Substantial Completion or other request for final payment, Contractor shall be deemed to warrant that:

(1) the submitted information is accurate and complete;

(2) there are no claims, mechanics' liens, material liens or stop notices or verified complaints pursuant to Subsection 255.071(3)(a), F. S., as of such date; and

(3) all bills relating to the Work have been paid so that no basis for filing of any lien or claim exists.

(f) Claims. Payment otherwise due by District to Contractor may be withheld by District, without payment of interest, on account of defective Work not remedied by Contractor, unpaid labor or



material bills, or Claims for which Contractor is responsible under the Contract Documents, or upon reasonable evidence indicating that such bills or Claims are outstanding. District shall provide a written explanation of the reason for withholding the payment. If and when the cause or causes for withholding any such payment shall be discharged, removed, cured or otherwise remedied to District's satisfaction, all without cost or expense to District, and satisfactory evidence of such discharge, removal, cure or remedy shall have been presented to District, the payments withheld shall be promptly made to Contractor. If Contractor fails or refuses to discharge, remove, cure or otherwise remedy to District's satisfaction any cause for withholding such payment within ten (10) days after delivery of written demand to Contractor by District, District may discharge, remove, cure or otherwise remedy to District's satisfaction such cause or cause it to be discharged, removed, cured or otherwise remedied to District's satisfaction and may deduct the cost thereof from the amount then due Contractor under this Contract. If such cost shall exceed the balance due Contractor, Contractor and its sureties shall be liable for and shall immediately pay the difference to District. If, however, Contractor reasonably, promptly, and in good faith contests the validity and reasonableness of any such Claim, and in District's opinion such Claim does not adversely affect District's public relations or business, District may defer, in its sole and absolute discretion, taking any action pending a settlement with the claimant satisfactory to District or until judgment is rendered against Contractor or District, upon payment by Contractor of a sum amply sufficient in District Engineer's judgment to satisfy the amount of such Claim, including, in addition, an ample amount to cover all costs to District in connection therewith, including, without limitation, interest, court costs, attorneys' fees and expenses, cost of appeals to the highest Appellate Court having jurisdiction, and any other costs of defense. District shall have the right to make any payments, whether progress or partial payments or final payments, without giving notice thereof to any surety or sureties on the performance or payment bond of Contractor or any Subcontractor of every tier, and such surety's liability under said bond or bonds shall not in any way be released or diminished on account of District's making payments without notice to the surety or sureties.

(g) Liens. Contractor shall promptly release, or cause the release of, all liens, recorded notices, claims for nonpayment or lis pendens made or filed by its Subcontractors, sub-Subcontractors, or material or equipment suppliers of any tier, whether during or after the Contract Time, so long as Contractor has been paid by District for the portion of the Work furnished or performed by any such claimant pursuant to this Contract. In the case of liens or recorded notices relating to liens, Contractor shall, at Contractor's cost and expense, accomplish such removal by recording a release of lien, properly executed by the lien claimant, or by filing with a court of competent jurisdiction or appropriate governmental body a properly executed bond in accordance with the Legal Requirements (provided that such bond and the surety issuing it shall be acceptable to such court) in the minimum amount of one and one-half times the amount of the recorded lien or such greater amount as may be prescribed by the Legal Requirements; provided, however, that such bonding procedure must operate to fully remove the lien as an encumbrance against both actual and record title.

If, at any time during or after the Contract Time, any lien, claim, security interest, or encumbrance arises or remains unsatisfied after District makes payments to Contractor for the portion of the Work from which such lien, claim, security interest, or encumbrance arises, Contractor shall defend, indemnify and hold harmless the Indemnified Parties from all damages, charges and expenses that the Indemnified Parties incur in discharging such a lien, including all costs and reasonable attorneys' fees.

(h) No Waiver. Approval of any portion of the Work or payment therefor by District shall not constitute a waiver of any Claims that District may have against Contractor with respect thereto.

17. AS BUILT DRAWINGS

All Drawings and Specifications, modifications, Change Orders and other written materials pertaining to the Work are, and shall remain, the property of District. Contractor shall maintain a current as-built drawing record including modifications and Change Orders, and shall submit the record to District



and, if required, to any governing body for final approval. Final as-built drawings shall be delivered to District (and any other party designated in writing by the District) upon Final Completion.

18. BONDS

Upon the written request of District, Contractor shall obtain and furnish to District, at District's expense, and maintain in effect throughout its performance under the Contract Documents if requested by District, performance and payment bonds naming District as obligee in a form approved by District (without any Contractor mark-up for the same), issued by a surety company authorized to do business in the state in which the Site is located which is approved by District, in an amount equal to the Contract Price. No notice of Change Order need be given to the surety company. Contractor also shall supply evidence satisfactory to District that the party issuing the bonds has the authority to bind the issuing surety company. All bonds required for the Work shall be issued by a surety rated A or better by Best's Rating or equivalent.

[NOTE: PAYMENT AND PERFORMANCE BONDS are required for all construction contracts of the District which exceed \$200,000, pursuant to Subsection 255.05(1)(a), F. S.]

19. CONTRACTOR'S DEFAULT

Contractor shall be in "Default" under this Contract if, after seven (7) days written notice, Contractor fails or neglects to (i) carry out the Work in accordance with the Contract Documents, (ii) make proper and timely payment to any Subcontractor for materials or labor, (iii) comply with the progress schedule, (iv) replace rejected material promptly or correct rejected workmanship as herein provided, or (v) observe any other terms, provisions, conditions, covenants and agreements in the Contract Documents to be observed and performed on the part of Contractor. In the event of a Default by Contractor, District, without prejudice to any other right or remedy District may have, may correct such deficiencies and may deduct the cost thereof, including compensation for the District Engineer's or any architect's services and expenses made necessary thereby, from the payment then or thereafter due Contractor. Alternatively, after Contractor's failure to cure such matter within such seven (7) day period, at the District's option, District may terminate this Contract and take possession of the Site and remove all materials, tools and construction equipment and machinery thereon owned by Contractor (or require Contractor to immediately remove all such materials, tools and construction equipment and machinery from the Site) and District may finish (or cause another contractor to finish) the Work by whatever method District may deem expedient. If District takes possession of the Site, District may, without any cost or liability to District, use materials, tools and construction equipment and machinery owned by Contractor and left on the Site. If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for District Engineer's and any architect's services and expenses made necessary thereby (including, without limitation, District's reasonable attorney's fees and costs), such excess shall be paid to Contractor following final completion of the Work by District, but if such cost exceeds such unpaid balance, Contractor shall pay the difference to District. District shall not be responsible to Contractor for any loss of anticipated profits on any of the Work not performed on account of a termination of this Contract under this **Paragraph 19**. After any termination of the Contract Documents by District pursuant to this **Paragraph 19**, Contractor shall not be entitled to any further payment under this Contract except to the extent of any amount by which the authorized Work completed or installed by Contractor prior to such termination and not previously paid for by District exceeds the amount due by Contractor to District under this **Paragraph 19** (including all damages which District would be entitled to recover from Contractor by reason of Contractor's breach), and even then only at such time as the Work is finally completed. Any sums payable by Contractor to District pursuant to this **Paragraph 19** shall be payable upon demand and shall bear interest at the lesser of 12% per annum or the highest lawful rate until paid.

In addition to the circumstances outlined in this **Paragraph 19** entitling District to perform the Work on behalf of Contractor, District may terminate this Contract, if (i) Contractor becomes insolvent, or

makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (ii) Contractor files or has filed against it a petition under any chapter or section of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding; (iii) a receiver or trustee is appointed for all or a significant portion of the assets of Contractor; or (iv) Contractor actually or constructively abandons, or puts District on actual or constructive notice that it intends to abandon the Work. In the event of such termination, District may exercise the remedies provided in this **Paragraph 19**.

It is recognized that if: (1) an order for relief is entered on behalf of Contractor pursuant to Title 11 of the United States Code, (2) any other similar order is entered under any other debtor relief laws, (3) Contractor makes a general assignment for the benefit of its creditors, (4) a receiver is appointed for the benefit of its creditors, or (5) a receiver is appointed on account of its insolvency, any such event could impair or frustrate Contractor's performance of the Contract Documents. Accordingly, it is agreed that upon the occurrence of any such event, District shall be entitled to request of Contractor or its successor in interest adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within ten (10) days of delivery of the request shall entitle District to terminate the Contract Documents and to the accompanying rights set forth above in this **Paragraph 19**. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, District shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back charged against the Contract Price.

The remedies provided to District herein shall be cumulative and not in lieu of all other remedies available to District at law or in equity. Should District elect to terminate the performance of Contractor hereunder, then such termination shall not waive, extinguish or otherwise affect the obligations and liabilities of the parties existing as of such termination.

Any sum of money or indebtedness owed by Contractor to District as a refund or offset on account of audit, under any indemnity, or otherwise arising in connection with this Contract, shall be paid to District at its address for notices given in this Contract, or at such other address which District may specify in writing.

20. DISTRICT'S DEFAULT

If District fails to make a payment required hereunder for a period of thirty (30) days from the due date in **Paragraph 16** without providing the explanation for withholding the payment described in **Subparagraph 16(f)** herein, Contractor, after seven (7) days written notice to District, without prejudice or any other right or remedy Contractor may have, provided District has not cured such default within said seven (7) day period, as its sole and exclusive remedy, may terminate this Contract and recover from District for payment for the portion of the Work executed, including Contractor's overhead and profit attributable to such portion, and for proven loss with respect to materials, tools and construction equipment and machinery. Contractor may not terminate if non-payment is the result of a withholding permitted by **Paragraph 16(f)**.

21. DISTRICT'S RIGHT TO STOP THE WORK

If Contractor fails to correct the Work, or any portion thereof, which is not in accordance with the requirements of the Contract Documents hereunder, or fails to carry out any of the Work or provide information in accordance with the Contract Documents, and Contractor, after receipt of seven (7) days written notice from District, either (i) has not cured such failure within such seven (7) day period or (ii) if the nature of the failure is such that it is not capable of cure within such seven (7) day period, but Contractor has not reached agreement with District for a plan to cure such failure or has not commenced and diligently and continuously pursued the cure of such failure in accordance with such plan within such seven (7) day period, then District, by written order signed by District or by an agent specifically so empowered by



District in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated or Contractor has provided District with a plan for corrective action approved by District in its reasonable judgment. The right of District to stop the Work shall not, however, give rise to a duty on the part of District to exercise this right for the benefit of the Contractor or any other person or entity. District's exercise of the rights under this **Paragraph 21** shall not result in any cost to District and Contractor shall not be entitled to make a claim under this Contract or otherwise for any additional costs or impacts resulting from a stop of any of the Work.

22. EXTENSION OF TIME

If Contractor is delayed in the completion of the Work due to Force Majeure, or due to the failure of District to perform its obligations under the Contract Documents, then the time for completion of the Work shall be extended for a period equivalent to the duration of such delay. Any delay and the causes thereof shall be evidenced by written request for an extension of time from Contractor to District, with a copy to District, within seventy-two (72) hours after the delay commences; otherwise, Contractor shall automatically be deemed to have waived all claims for the extension of time. District's decision on a request for extension of time shall be final. No later than seven (7) days following any extension of time, Contractor shall submit a revised schedule to District for its approval. Contractor shall take all reasonable steps to avoid any delay.

No Claim of any character shall be made by or allowed to Contractor for any damages for delay, stoppage or acceleration of the Work which may arise out of Change Orders requested or issued, District's failure to perform or fulfill any of its obligations under the Contract Documents, other than the payment of monies, or from any other delay or schedule changes caused by District or District Engineer, unless, in the sole and absolute opinion of District, Contractor has sustained undue costs for delay. Contractor shall receive an extension of time for such delays, as provided for in this **Paragraph 22** of this Contract, as its sole and exclusive remedy in consideration of such delays or changes.

If Work is delayed due to any cause, including, without limitation, Force Majeure, Contractor shall post a notice of non-abandonment if required by the Legal Requirements to prevent abandonment of the Site.

23. CHANGE ORDERS

District shall have the right at any time, by written Change Order signed by District and Contractor, to make changes in any one or more of the following parts of this Contract:

- (a) the Drawings and Specifications applicable hereto, including **Exhibit C**, or
- (b) the scheduling of performance of all or any portion of the Work.

If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment will be made in the Contract Price called for (based upon unit prices quoted, if applicable) or the time for performance, or both, and this Contract shall be modified in writing accordingly by Change Order on District's form. Any claim by Contractor for adjustment under this **Paragraph 23** must be submitted to District in writing within ten (10) days from the date of receipt by Contractor of notification of change or no adjustment will be permitted. If the cost of any change in the Work cannot be agreed upon, Contractor, provided Contractor receives a written order signed by District, shall nevertheless promptly proceed with the Work involved. The costs of such Work shall then be determined by District Engineer on the basis of actual costs and savings of those performing the Work attributable to the change, plus ten percent (10%) for profit and overhead. In such case, Contractor shall keep and present, in such form as District may reasonably require, an itemized accounting, together with appropriate supporting data for inclusion in a subsequent Change Order. Pending final determination of costs to District, payments should be made on District Engineer's certificate for payment.

District shall not be required to notify any surety or sureties on the performance or payment bonds of Contractor or any Subcontractor of any tier of any Change Orders.

24. REINSPECTION AND/OR OVERTIME INSPECTION

The cost of any reinspection or overtime inspection by any person having the right to make reinspections, whether by Legal Requirements or otherwise, shall be borne by Contractor in the event such reinspection was made necessary by failure of Contractor to complete the Work contracted for herein, in accordance with the Contract Documents.

25. CLEAN-UP; PROTECTION OF WORK

Contractor agrees to timely and diligently clean up and remove all its debris, rubbish and surplus materials as the Work progresses, including, without limitation, when required by Legal Requirements, deed restrictions or covenants applicable to the Site, and to keep the Work protected from damage by the elements (including, but not limited to, rain) and from damage likely otherwise to be occasioned in the performance of the Work and to protect all other parts of the Site and adjacent property from damage likely to be caused by the Work. If Contractor fails to comply with any of its obligations stated in this Paragraph 25, District may do so and Contractor shall reimburse District for the costs so incurred upon demand.

26. COOPERATION WITH OTHER CONTRACTORS

If requested by District, Contractor shall, as part of the Work, provide for the coordination of the work to be performed by each separate contractor engaged by District, if any, with the Work to be performed by Contractor or its Subcontractors of any tier. Contractor shall use its best efforts to cooperate with District and all separate contractors, their subcontractors and any other entity involved in the performance of the Work. In order to cause the Work and any work to be performed by separate contractors to be completed in an expeditious manner, Contractor agrees that it will use all reasonable efforts in order to ensure that such separate contractors have a reasonable opportunity to complete their work as and when required. District shall cause all of its separate contractors, if any, to maintain commercial general liability insurance in reasonable amounts and worker's compensation insurance in not less than the minimum required statutory amount.

If any part of the Work depends upon the proper performance of the work of a separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to District any apparent discrepancies or defects in such other work that render it unsuitable and prevent Contractor from proceeding expeditiously with the Work. Failure of Contractor to report such deficiencies or defects shall constitute Contractor's irrevocable approval of such separate contractor's work as fit and proper to perform the Work.

27. NON-CONFORMING WORK

When any non-conforming Work is found, the entire area of the Work involved shall be corrected unless Contractor can completely define the limits of the non-conforming Work. Additional testing, sampling or inspecting needed to define non-conforming Work shall be at Contractor's sole cost and expense. Contractor shall employ District's independent testing laboratory, or a mutually satisfactory independent testing laboratory if such services are required. All corrected Work shall be re-tested at Contractor's sole cost and expense. Extra architectural or engineering services required by Contractor to analyze non-conforming Work shall be paid for by Contractor.

28. TERMINATION FOR CONVENIENCE BY DISTRICT

(a) District may, in its sole and absolute discretion, terminate Contractor's performance under this Contract for District's convenience at any time upon written notice to Contractor, whether or not



Contractor is in Default and, in such event, District's only liability will be to pay Contractor the following amounts:

(i) The unpaid balance due Contractor for the Work actually performed and approved by District, based on the schedules and tables, unit prices and lump sums enumerated in Contractor's Proposal or the Special Conditions of the Contract Documents, if any;

(ii) All expenditures made and costs incurred by Contractor for materials ordered by Contractor for the Work prior to the date of termination and not incorporated in the Work, less reasonable salvage or resale value, provided such materials conform to the Contract Documents, and for labor performed on any such materials prior to the date of termination; and

(iii) Ten percent (10%) of the foregoing costs under **Subparagraphs (i) and (ii)**, above to cover Contractor's overhead expenses.

(b) From the total of the items enumerated in **Subparagraphs (i) to (iii)**, inclusive, there shall be deducted all Claims of District against Contractor, including Claims on account of delay or defects in materials and/or workmanship.

(c) The amount payable under the provisions of **Paragraph 28(a)**, plus the sum of all amounts previously paid under this Contract, shall in no event exceed the Contract Price.

(d) Contractor shall transfer and assign to District in accordance with District's instructions, all materials, supplies, Work in process, and other things for which Contractor is entitled to receive reimbursement hereunder, and all plans, drawings, working drawings, sketches, specifications, and information in connection with the Work, and shall take such action as may be necessary to secure to District, at District's election, the rights of Contractor under any or all orders and subcontracts made in connection with the Work.

(e) If, and as District so directs or authorizes, Contractor shall sell at a price approved by District, or retain at a price mutually agreeable, any such materials, supplies, Work in process, or other things as referred to in **Paragraph 28(d)**, above, the proceeds of any such sale or the agreed price shall be paid or credited to District in such manner as District may direct to reduce the amount payable by District under this **Paragraph 28**.

(f) If requested by District, Contractor shall endeavor to cancel any or all of its outstanding orders or subcontracts upon such terms as may be approved by District.

(g) Upon the performance of the obligations of the respective parties under this **Paragraph 29**, all obligations of the respective parties under this Contract shall be discharged, except such obligations as by their terms, express or implied, contemplate continued obligations after approval of the Work.

(h) Nothing in this **Paragraph 28** shall affect the right of District to terminate Contractor's performance as provided elsewhere in the Contract Documents.

29. BOOKS AND RECORDS

District may inspect, copy and audit, upon twenty-four (24) hours prior notice, all or any part of the books and records of Contractor relating to the Work. Contractor shall keep full and detailed accounts, books and records as may be necessary for proper financial management under this Contract, which books and records shall be preserved by Contractor for a period of three (3) years after the final payment by District.

30. POLICY ON ETHICS

Neither Contractor, its Subcontractors, nor the employees, directors, partners, officers, representatives, and agents of Contractor or any such Subcontractor shall at any time solicit, accept, offer or bestow gratuities from or to one or more of the Indemnified Parties, District, or other contractor's employees, agents, representatives, directors, partners, members, officers, or anyone else associated with the Work in order to obtain a business advantage in connection with the Work. Violation of this policy by Contractor or any Subcontractor shall constitute a material breach of Contractor's obligations under the Contract Documents which may result at District's election in a declaration of default. The individual or District found to have violated the provisions of this **Paragraph 30** shall be immediately removed from the Work by Contractor at Contractor's sole risk, cost and expense.

31. WAIVER OF REMEDIES

The waiver by District of any default, or of any breach of the terms of this Contract, shall not be deemed a waiver of any subsequent breach. The remedies and rights of District, in the event of any Default by Contractor, are cumulative and in addition to those given by law.

32. ASSIGNMENT

Subject to the terms and conditions herein governing Contractor's right to contract with Subcontractors and suppliers with respect to the performance of portions of the Work, Contractor shall not assign all, or any part, of this Contract nor any payments hereunder without first obtaining the consent in writing from District and then, only subject to the provisions of this Contract. This Contract is for District's benefit, and its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against District and all agreements between Contractor and its Subcontractors shall so provide. District may rely solely upon Contractor for enforcement of all subcontracts. To effect such purpose, Contractor now assigns to District all right to bring any actions against Subcontractors and material vendors without waiver by District of its right against Contractor because of defaults, delays and defects for which a Subcontractor or material vendor may also be liable; provided, however, that District shall not have the right to bring such actions directly against such Subcontractor unless Contractor has defaulted hereunder (and such Default remains uncured) or District has terminated this Contract as a result of such Default. Contractor will indemnify, defend and hold District harmless from any failure or refusal of any Subcontractor to comply with any provision of the Contract Documents.

33. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor and has the full right and authority to select the means, methods, and manner of performing the Work, being responsible to District for all materials delivered and for the results herein contracted for, and upon completion of the Contract Documents, the Work shall be delivered complete and undamaged in accordance with the Contract Documents. Contractor shall have no right or power to bind, commit, or act for District unless expressly provided to the contrary in the Contract Documents, and in such event shall notify District of the same.

34. ROLE OF DISTRICT ENGINEER

District's authorized representative shall be the District Engineer. District Engineer may designate in writing to Contractor a field representative to observe the general progress of the Work. In addition to the other communications to be given to District by Contractor, Contractor may give communications to District Engineer's field representative, but such field representative shall have no authority to act on behalf of or bind District unless expressly authorized in writing by District and then only within the authority expressly conferred upon such representative by District, and in such event shall notify District of the same.

District Engineer shall be charged with the duty of ascertaining that the Work is done in accordance with the provisions of the Contract Documents. District Engineer shall have the authority to reject all Work and materials which do not conform to the Contract Documents, and shall have such other authorities as are conferred upon District Engineer in the Contract Documents. Contractor recognizes that District Engineer is to inspect the Work for compliance with the Contract Documents. Contractor shall provide District Engineer or District Engineer's field representative reasonable notice and opportunity to inspect portions of the Work prior to burial or other additional Work that would make subsequent inspection difficult.

When pursuant to authority or discretion conferred upon District Engineer by the Contract Documents, District Engineer is called upon to resolve a dispute, to approve or reject a portion of the Work, or otherwise to make a decision, District Engineer's authority and judgment shall be exercised in a professional manner and in good faith, and District Engineer's decision so arrived at shall be final and binding upon both District and Contractor.

35. SEVERABILITY

If any part or provision of this Contract shall be declared void or unenforceable by any court of competent jurisdiction, the remaining parts and provisions shall nevertheless remain in full force and effect.

36. KNOWLEDGE OF THE TERMS

Each of the parties hereto specifically agrees that it has a duty to read the Contract Documents and agrees that it is charged with notice and knowledge of the terms of the Contract Documents; that it has in fact read the Contract Documents and is fully informed and has full notice and knowledge of the terms, conditions and effect of the Contract Documents, that it has the right to be represented by independent legal counsel of its choice throughout the negotiations prior to its execution of the Contract Documents and it had the right to receive the advice of its attorney in entering into the Contract Documents; and it recognizes that certain terms of the Contract Documents result in one party assuming the liability inherent in some aspects of the transactions and relieving the other party of its responsibility for such liability. Each party hereto agrees and covenants that it will not contest the validity or enforceability of any indemnity, release or exculpatory provision of the Contract Documents on the basis that the party had no notice or knowledge of such provision or that the provision is not "conspicuous."

37. ATTORNEYS' FEES

The prevailing party in any court or arbitration action (including, without limitation, bankruptcy) arising out of the Contract Documents, or the enforcement or breach hereof, shall be entitled to costs (including, without limitation, costs and fees relating to depositions, discovery, witnesses, searches and reports) and reasonable attorneys' fees as determined by the court or arbitrator, and pursuant to applicable law.

38. MEDIATION AND ARBITRATION OF DISPUTES

(a) District and Contractor shall first submit all claims, disputes and other matters in question arising out of or relating to the Contract Documents or the actual or alleged breach thereof (collectively, "Dispute") to non-binding mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any Legal Requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Subcontractors and Affiliates. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following Subparagraph.

(b) Except as provided in **Subparagraph (c)** below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation, performance or non-performance of the Contract Documents and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location designated by District in the state in which the Site is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars (\$100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars (\$100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in **Subparagraph (c)** below, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract Documents, except by written consent containing a specific reference to the Contract Documents signed by District and Contractor and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if District is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Contractor, which District believes involves or may involve Contractor, then District shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Contractor into the Dispute, arbitration, litigation or other legal or administrative action between District and such other person(s). Contractor hereby consents to such consolidation. Further, if such Dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Contractor agrees to be so bound by such decision. Contractor also agrees to attend and participate fully at any mediation which District believes involves or may involve Contractor, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Contractor shall continue to perform all obligations under the Contract Documents, unless terminated by District as provided herein.

39. WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY THE LEGAL REQUIREMENTS, DISTRICT AND CONTRACTOR SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, BY COUNSEL, BELIEVE



THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

40. NOTICES

Any notice provided or permitted to be given under the Contract Documents must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, by registered or certified mail, with return receipt requested; by hand delivery of such notice in person to such party (with a signed receipt); or by facsimile provided such facsimile delivery is confirmed on the noticing party's facsimile facility as a function thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as set forth on the signature page hereof, unless changed by a written notice in compliance with this **Paragraph 40**.

41. ENTIRE AGREEMENT; AMENDMENT

The Contract Documents set forth all agreements between District and Contractor relative to the Work, and all prior negotiations or agreements are merged in the Contract Documents. No modification hereof or subsequent agreement relative to the subject matter of the Contract Documents shall be binding unless in writing and signed by both parties to the Contract Documents. Any communication, invoice, cover transmittal/letter, lien release, etc., including but not limited to any shipment received by District from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgment, invoice or other form of Contractor and notwithstanding District's act of accepting or paying for any such shipment or similar act of District.

42. HEADINGS

The headings used in this Contract are for convenience only and are not to be construed as part of this Contract.

43. APPLICABLE LAW

This Contract shall be enforceable under, and interpreted in accordance with, the laws of the state in which the Site is located. Contractor hereby agrees that personal jurisdiction and venue for any Dispute arising under the Contract Documents shall only be in the state and judicial district where the Site is located, as set forth in this **Paragraph 43**.

44. NO THIRD PARTY BENEFICIARIES

The Contract Documents shall not create any rights in third parties under the Contract Documents and no provisions of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the parties hereto. Without limiting the foregoing, District shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's Subcontractors of any tier or to any other party except as may be required by Legal Requirements.

45. SURVIVAL

The insurance requirements, representations and warranties by Contractor, and the indemnities in this Contract, shall survive the completion/approval of any Work performed hereunder by Contractor and the termination of this Contract.

46. FAIR HOUSING

Contractor acknowledges that District and its Affiliates (i) are pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

47. EXHIBITS

All exhibits to which reference is made in this Contract are deemed to be incorporated herein by each reference as if fully set forth.

48. INTERPRETATION

Although the provisions of this Contract were drafted primarily by District, the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Contract Documents. Further, the parties agree that any deletion of language from this Contract shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

49. SETOFF

Notwithstanding any provision hereof to the contrary, District shall have the right to receive any credits or damages to which it is entitled and to exercise any right of offset, setoff or counterclaim relating to Contractor's obligations under this Contract to the extent allowed by applicable law (collectively, the "District's Offset Rights"). So long as District in good faith exercises the District's Offset Rights, any failure of District to remit all or any portion of any payment due under this Contract to Contractor shall not be deemed to constitute a default or breach under this Contract.

50. SIGNING AUTHORITY

Each individual executing this Contract on behalf of a legal entity represents and warrants that he or she is duly authorized to execute and deliver this Contract and that this Contract is binding on such legal entity in accordance with its terms.

51. LENDER COMPLIANCE

In the event District is required to pledge this Contract as security for any loan funding transaction, Contractor agrees to execute such documents required by the lender to create or perfect such security interest.

ADDITIONAL INSURED

Waterset Central CDD
NNP-Southbend II, LLC
NASH-Newland Segregated, LLC
Newland Real Estate Group, LLC
NASH Vingt-huit, LLC
NASH Financing, LLC
and any and all of their respective members, parents, partners, subsidiaries and affiliates

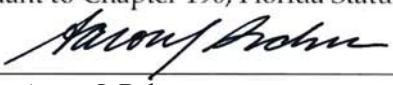
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IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

DISTRICT:

WATERSET Central CDD

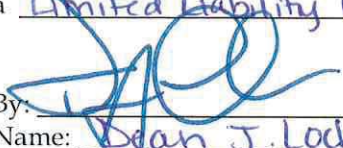
a local unit of special purpose government
pursuant to Chapter 190, Florida Statutes

By: 
Name: Aaron J. Baker
Title: Vice Chairman

CONTRACTOR:

Seminole Masonry

a Limited Liability Corp.

By: 
Name: Dean J. Locke
Title: President / CEO
Contractor's Lic. No.: CGC1525688

Address: 9428 Camden Field Parkway
Riverview, FL 33578
Telephone: (813) 533-2959
Fax Number: (813) 533-2922

Address: 3850 East Lake Mary Blvd.
Sanford, FL 32773
Telephone: (407) 222-6940
Fax Number: () _____

WITH A COPY TO:

Rizzetta & Company, Inc.
Attention: Director of Contracts
3434 Colwell Avenue
Suite 200
Tampa, FL 33614
(813) 933-5571
(813) 935-6212 (fax)

AND

WITH A COPY TO:

Erin McCormick Law, PA
Erin McCormick, Esq.
3314 Henderson Boulevard, Suite 103
Tampa, FL 33609
(813) 579-2653
(813) 315-6333 (fax)

AND

WITH A COPY TO:

Newland Real Estate Group, LLC
Attn.: Angela McLain
13777 Ballantyne Corporate Place, Ste. 250
Charlotte, NC 28277
(704) 887-5953
(704) 887-5955 (fax)

**EXHIBIT A-1
WORK**

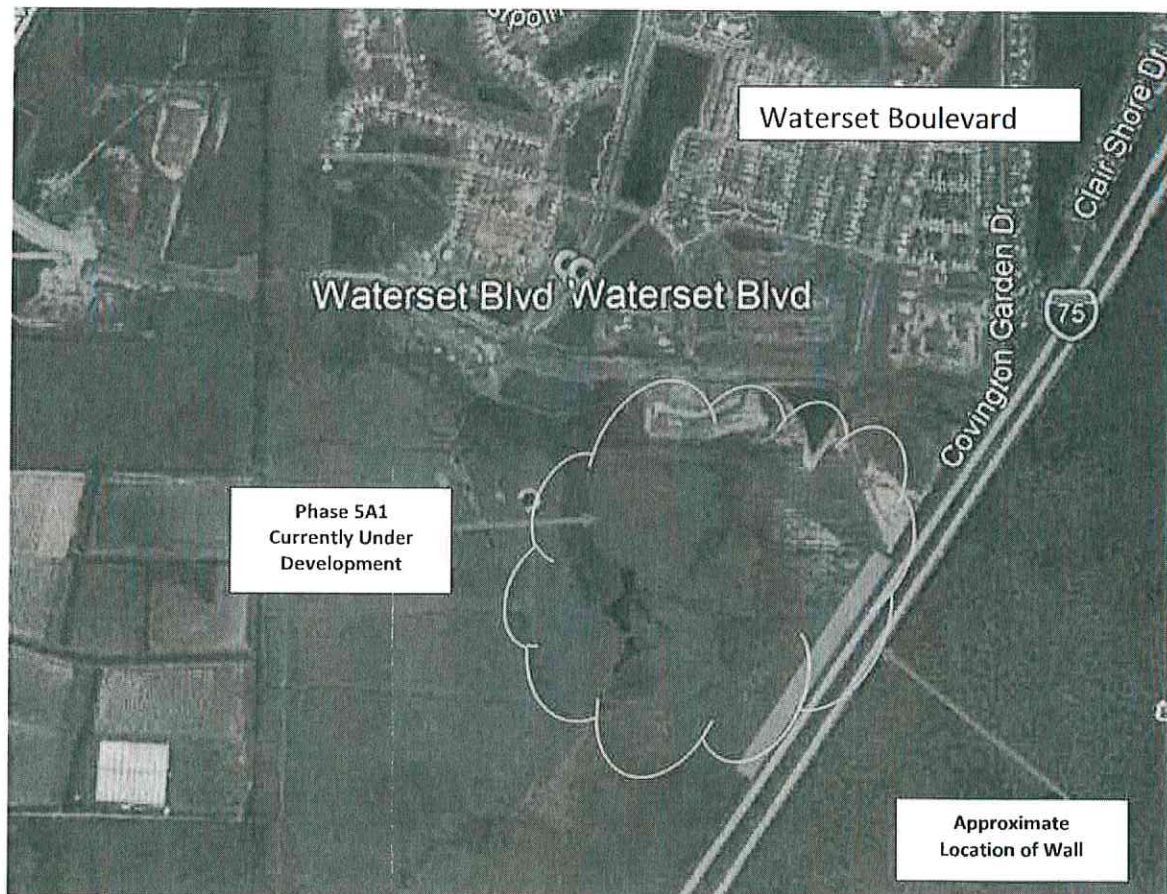
See Exhibit A-3

A handwritten blue ink mark, possibly a signature or initials, located in the bottom right corner of the page.

EXHIBIT A-2

DESCRIPTION OF SITE

Project Location



[Handwritten signature]

WATERSET PHASE SA-1

SECTIONS 23 AND 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

Remarks. A parcel of land lying in Sections 23 and 26, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows:

[illegible]

Containing 84 437 acres. more or less.

SUPERVISOR'S CERTIFICATE

[illegible]

CAMERAPUTT, INC.. (Certificate of Authorization Number LB7778)

215 East 6th Avenue
Tampa, Florida 33605

John L. Stille

John L. Stille, (License No. 155593)
Florida Professional Surveyor and Mapper

NOTES:

1. **Northings and Eastings coordinates (indicated in feet) or state plane refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1983).** The coordinates for the West Zone of Florida, have been established to a minimum of "half order accuracy," and are supplemental data only.
2. **Originating Coordinates: Stations "MAN" and "GIBSON".**
3. **Subdivision plots by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plot may or may not be subject to flooding; the Development Services Division has information regarding flooding and restrictions on development.**
4. **Drainage Easements shall not contain permanent improvements, including but not limited to, retaining, concrete, impervious surfaces, pipes, ditches, ponds, or cul-de-sacs; structures, utility sheds, poles, fences, parking lots, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of stormwater detention and retention ponds as required by the land Development Code, except as approved by the County Administrator. This note shall appear on each affected sheet.**
5. **All plotted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.**
6. **Lands being platted herein are briefed by and subject to the following:**
 - a. **Notice of Establishment watershed Central Community Development District recorded in O.R. Book 25358, Page 1865.**
 - b. **Notice of Adoption of the Development Order for the Watershed Development of Regional Impact (DR #266) recorded in O.R. Book 20366, Page 278, together with O.R. Book 22882, Page 1795 and O.R. Book 24483, Page 124.**

All of the Public Records of Hillsborough County, Florida.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be occasional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

BOARD OF COUNTY COMMISSIONERS

This plot has been approved for recordation.

000000

CLERK OF CIRCUIT COURT

County of Hillsborough
State of Florida

herby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part 1 of the Florida Statutes and has been filed for record in Plat Book 136, Page 120, of the Public Records of Hillsborough County, Florida.

By Pat Frank
Clerk of Circuit Court

his 11 day of May 20 187

CLERK FILE NUMBER 2018-08192

RENEWING AGENCY SURVEYOR'S CERTIFICATE

LAT APPROVAL: This plot has been reviewed in accordance with the Florida Statutes, section 177.051 for Chapter conformity. The necessary data has not been verified.

Reviewed by: David Joseph Sullivan
 Florida Professional Surveyor and Mapper, License No. 5640
 Geomatics Section, Public Works Department, Hillsborough County

AMERRITT, INC.
LAND SURVEYING AND MAPPING
Certificate of Authorization Number: LS 2729

1215 E. 6th Avenue
Tampa, FL 33605
PHONE (813) 221-5200
BOB MOY - ABE - WESLEY - BOB - DON

SECTIONS 23 AND 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

Owner does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County"), all (Public) streets, roads, and rights-of-way as shown hereon.

Sold TRACTS "B-30", "B-35", "B-36", "B-37", "B-38", "B-39" and "B-40" are subject to any and all encumbrances dedicated to public use as shown on this plot. The maintenance of said TRACTS "B-30", "B-35", "B-36", "B-37", "B-38", "B-39" and "B-40" will be the responsibility of the Owner, its assigns and its successors in title, which may include the District, for the benefit of the lot owners within this subdivision.

Owner hereby reserves unto Owner, its designs and successors in title, a perpetual non-exclusive easement over, across and under all (Public) streets, roads and rights-of-way, (Public) Drillage Elements, (Public) Drillage and Access Elements, (Public) Required Water Elements and Utility Elements shown herein for the purpose of installing, constructing, operating, maintaining, repairing and replacing streets and related facilities, drainage facilities, water and sewer lines or pipes, lift stations, pumping stations and other sewer, water and fire protection facilities, underground utility conduits, pipelines, and related facilities, as applicable, to accommodate vehicle-travel facilities and improvements that the Owner or its successors and assigns seeks to install, subject to permitting requirements. If any, until such time as the ownership, operation and maintenance of said facilities is assumed by the County.

Easements reserved by the Owner will be maintained by the Owner, its assigns, or successors in title, and will be subject to all easements dedicated to public use as shown on this plat

Shelby Horton
Witness, Shelby Horton

The foregoing instrument was acknowledged before me this 25th day of April, 2018, by Rick Stevens, as Vice President of NNP-SOUTHBEND II, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

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 Notary Public
 State of Florida
 Commission Expires 12/31/2011

Commission Expires:

TRACT	DESIGNATION	ACREAGE
TRACT "B-30"	(PUBLIC) DRAINAGE EASEMENT, (CDD) DRAINAGE AREA, WETLAND CONSERVATION AREA, MITIGATION AREA CONSERVATION EASEMENT, OPEN SPACE, (PUBLIC) RECLAIMED WATER EASEMENT AND UTILITY EASEMENT	18.730 Ac ±
TRACT "B-35"	(PUBLIC) DRAINAGE EASEMENT, (CDD) DRAINAGE AREA, OPEN SPACE, (PUBLIC) RECLAIMED WATER EASEMENT AND UTILITY EASEMENT	5.286 Ac ±
TRACT "B-36"	(PUBLIC) DRAINAGE EASEMENT, (CDD) DRAINAGE AREA, WETLAND CONSERVATION AREA AND UTILITY EASEMENT	4.556 Ac ±
TRACT "B-37"	(PUBLIC) DRAINAGE EASEMENT, (CDD) DRAINAGE AREA, WETLAND CONSERVATION AREA, OPEN SPACE AND UTILITY EASEMENT	8.109 Ac ±
TRACT "B-38"	OPEN SPACE AND UTILITY EASEMENT	0.045 Ac ±
TRACT "B-39"	(PUBLIC) DRAINAGE EASEMENT, (CDD) DRAINAGE AREA, OPEN SPACE AND UTILITY EASEMENT	0.704 Ac ±
TRACT "B-40"	OPEN SPACE	0.437 Ac ±

EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50'). THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

LAND SURVEYING AND MAPPING
Certificate of Authorization Number LB 7778

WATERSET PHASE 5A-1

SECTIONS 23 AND 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO	RADIUS	DELTA	ARC	CHORD	BEARING
10	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
11	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
12	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
13	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
14	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
15	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
16	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
17	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
18	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
19	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
20	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
21	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
22	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
23	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
24	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
25	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
26	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
27	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
28	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
29	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
30	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
31	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
32	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
33	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
34	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
35	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
36	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
37	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
38	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
39	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
40	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
41	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
42	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
43	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
44	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
45	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
46	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
47	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
48	25.00	90°00'00"	50.00	50.00	N 11°00'00" E
49	25.00	90°00'00"	50.00	50.00	N 89°00'00" W
50	25.00	90°00'00"	50.00	50.00	N 11°00'00" E



WETLAND CONSERVATION AREA NOTE:

The Wetland Conservation Area as shown hereon shall be retained in a natural state pursuant to Hillsborough County, Florida, Land Development Code (LDC) as amended, the Hillsborough County Environmental Protection Act, Chapter 84-446, and Chapter 1-11, of the Florida Statutes. The Wetland Conservation Area is located within the Hillsborough County Land Development Code.

LEGEND

- 1. Symbol - indicates (P.R.M.) Permanent Reference Monument
- 2. 4"x4" Concrete Monument LB7778, unless otherwise noted.
- 3. Symbol - indicates (P.R.M.) Offset Permanent Reference Monument
- 4. 4"x4" Concrete Monument LB7778, unless otherwise noted.
- 5. Symbol - indicates (P.C.P.) Permanent Control Point LB7778
- 6. (R) indicates radial line
- 7. (NR) indicates non-radial line
- 8. RB - Reference Bearing
- 9. O.R. - Official Records Book
- 10. (TYP) - Typical
- 11. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
- 12. W.C.A.S.L. - Wetland Conservation Area Setback Line
- 13. F.O.O.T. - Florida Department of Transportation

AMERITT, INC.
LAND SURVEYING AND MAPPING
Certificate of Authorization Number LB 7778
1215 E. 4th Avenue
Tampa, FL 33605
PHONE (813) 251-5309

WATERSET PHASE SA-1

SECTIONS 23 AND 26, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



SCALE: 1" = 50'



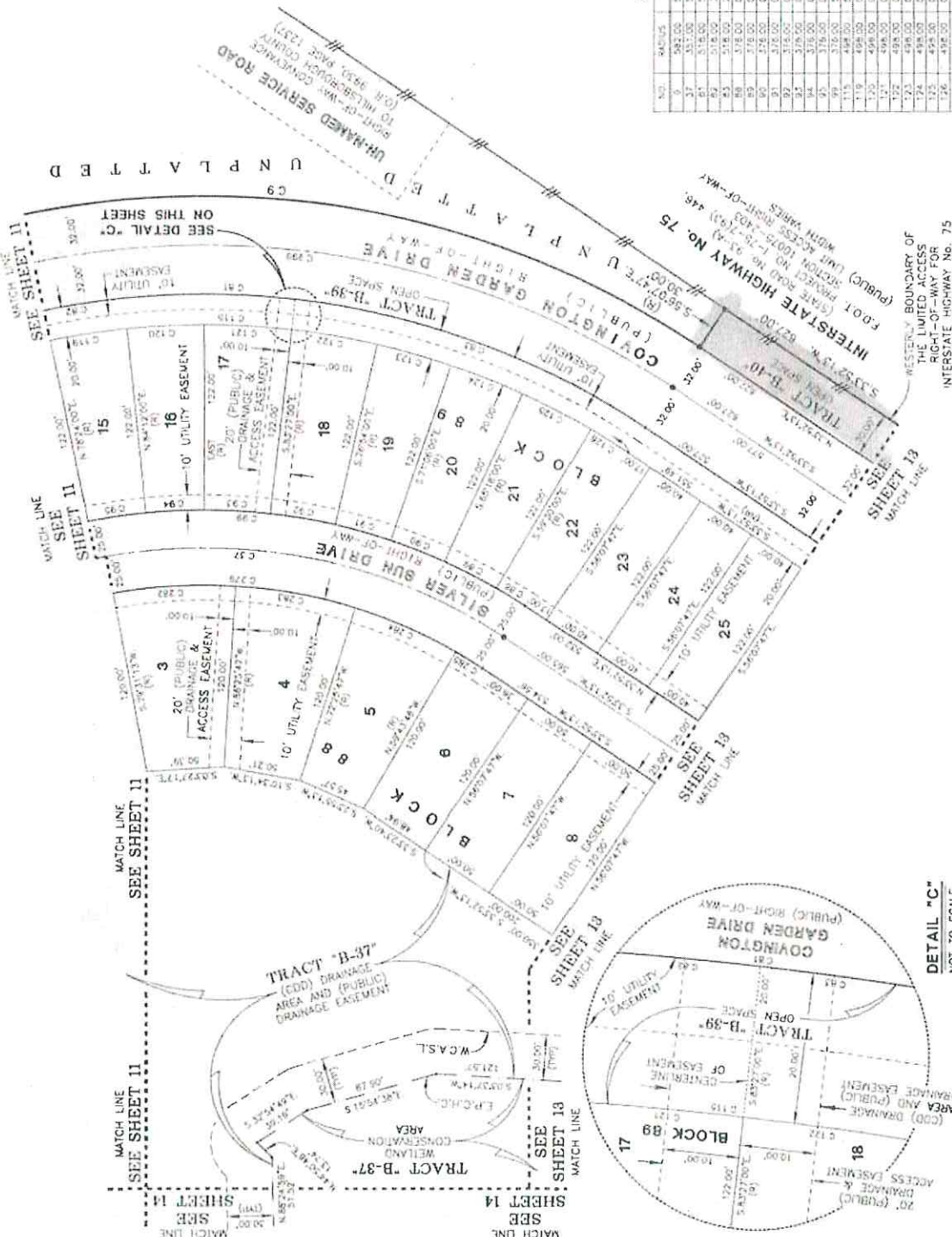
SEE SHEET 3 OF 17
FOR BASIS OF BEARINGS

SEE SHEET 2 OF 17
FOR PARALLEL OFFSET
DIMENSIONS NOTE

NOTE:
Cardinal bearings where shown on this plat shall be assumed to have the same bearings as follows:

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

CURVE DATA					TABLE	
N ₂	SALUS	DELLA	ARC	CHORD	BEARING	
0	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
1	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
2	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
3	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
4	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
5	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
6	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
7	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
8	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
9	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
10	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
11	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
12	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
13	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
14	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
15	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
16	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
17	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
18	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
19	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
20	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
21	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
22	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
23	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
24	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
25	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
26	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
27	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
28	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
29	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
30	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
31	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
32	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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35	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
36	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
37	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
38	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
39	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
40	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
41	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
42	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
43	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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45	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
46	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
47	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
48	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
49	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
50	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
51	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
52	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
53	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
54	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
55	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
56	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
57	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
58	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
59	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
60	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
61	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
62	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
63	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
64	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
65	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
66	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
67	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
68	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
69	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
70	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
71	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
72	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
73	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
74	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
75	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
76	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
77	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
78	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
79	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
80	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
81	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
82	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
83	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
84	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
85	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
86	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
87	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
88	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
89	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
90	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
91	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
92	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
93	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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96	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
97	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
98	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
99	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
100	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
101	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
102	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
103	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
104	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
105	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
106	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
107	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
108	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
109	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
110	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
111	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
112	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
113	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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118	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
119	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
120	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
121	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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123	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
124	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
125	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
126	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
127	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
128	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
129	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
130	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
131	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
132	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
133	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
134	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
135	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
136	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
137	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
138	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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142	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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146	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
147	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
148	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
149	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
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151	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
152	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
153	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
154	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
155	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
156	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
157	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
158	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
159	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
160	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
161	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
162	582.00	58.52 13°	372.99	572.02	S 54° 26' 0" W	
163	582.00	58.52 1				



WETLAND CONSERVATION AREA NOTE:

The Wetland Conservation Area as shown herein shall be retained in a natural condition pursuant to Hillsborough County, Florida, Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 88C-246; and Chapter 1-11, Rules of the Environmental Protection Commission of Hillsborough County. In addition, a 30-foot setback from the Wetland Conservation Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

LEGEND

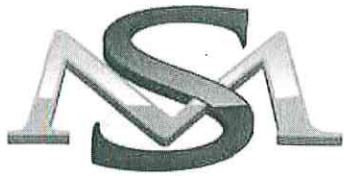
- Symbol \oplus indicates (P.R.M.) Permanent Reference Monument
 4"x4" Concrete Monument LB7778, unless otherwise noted.
 Symbol \ominus indicates (P.R.M.) Offset Permanent Reference Monument
 4"x4" Concrete Monument LB7778, unless otherwise noted.
 Symbol \otimes indicates (P.C.P.) Permanent Control Point LB7778
 (R) indicates radial line
 (NR) indicates non-radial line
 RB - Reference Bearing
 O.R. - Official Records Book
 (TYP) - Typical
 1. E.P.C.A.C. - Environmental Protection Commission of
 Wake County, Raleigh
 2. W.C.S.H. - Wellhead Protection Subarea Line
 1. (GDD) - Watershed Central Community Development District
 2. F.D.O.T. - Florida Department of Transportation

LAND SURVEYING AND MAPPING
Certificate of Authorization Number LR 7778
1215 E. 50th Avenue
Tampa, FL 33605
PHONE: (813) 221-5200

EXHIBIT A-3

CONTRACTOR'S PROPOSAL

✓



SEMINOLE
MASONRY

Seminole Masonry, LLC
Blake Roden
3850 E. Lake Mary Blvd.
Sanford, FL 32773

CGC1525688

Office: 407-971-2464
Cell: 407-222-6940
Fax: 407-971-2519
seminolemasonry.com

Proposal

July 3, 2018

Waterset Central CDD
5844 Old Pasco Rd. Suite 100
Wesley Chapel, FL 33544
Attention: Joe Roethke

Project: # 18-195 Waterset Phase 5A1 Precast Wall

Seminole Masonry is pleased to provide the following for complete installation of masonry and related items on the above referenced project.

- 790 LF of eight (8') foot double sided smooth design pre-cast wall with 18" columns and pre-cast caps approx. every 15' on center or at angle breaks per our engineering. Wall to be finished with one color and two coats of flat exterior latex paint on both sides.
- Includes crane to install panels over existing sidewalks.
- The berm will need to be compacted by others.
- Walls that are to be left out for a construction entrance will be deducted from the contract, and installed under a new contract signed at time of construction entrance wall installation.

Includes: Labor, materials, engineering, building permit, one color two coats of flat exterior latex paint, pre-cast column caps, footers, final rough grading and job related trash removal. Grade to be within +/- .50' of finished grade.

Does not include: Demolition, clearing, landscaping, survey, site preparation, compaction test (if needed), caulking, dirt removal, dirt placement, signage, flat work, temporary fencing, lane closure, right of way permitting and gates or fencing, and MOT

PRECAST WALL QUALIFICATIONS:

1. A deposit of 33% of the total job amount is due prior to the beginning of construction.
2. This proposal is based on soil conditions being suitable for construction. Seminole Masonry is not responsible for any soil testing prior to construction.
3. Survey control points as requested by Seminole Masonry to be provided by others.

4. Seminole Masonry not responsible for existing conditions that could be damaged during the execution of our scope of work.
5. Wall will be placed on existing grade contour to the earth. Raising the wall by raising the footer or lowering the wall by excavating the grade below the footer will result in an additional charge.
6. Seminole Masonry requires 25' wide stable drivable access for deliveries along the proposed wall line prior to mobilization.
7. If there are any changes to the information provided, which affect our work, this proposal will be adjusted to reflect the changes.
8. Retainage, if any, will be due net 30 days from completion of Seminole Masonry, LLC scope of work.
9. This proposal does not include a payment and performance bond.

This proposal is based on the following design criteria:

Wind Exposure: Category B

Wind Zone: 150 MPH

Water Table Assumed: Bottom of Footings

DOCUMENTS:

Civil Plans: C-100, No Date

Location: Apollo Beach, FL

GUARANTEE: Seminole Masonry shall perform work under this quotation in accordance with plans and specifications noted above.

QUOTATION: Seminole Masonry shall perform the work noted above for the lump sum amount as follows. This quote is valid for thirty days from date above, after which it is subject to review. Signed proposal is required.

Proposed Amount: \$79,549.00

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE ESTIMATE. CONTRACT AMOUNT MUST BE ACCEPTED WITHIN THIRTY (30) DAYS OF THIS PROPOSAL. IF TIMELY ACCEPTED, THIS PROPOSAL BECOMES A CONTRACT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. IN ANY ACTION BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES, COSTS, AND EXPENSES OF INVESTIGATION, DISCOVERY AND LITIGATION. VENUE OF ANY LAWSUITS WILL BE IN SEMINOLE COUNTY, FLORIDA. INVOICES ARE TO BE PAID IN FULL WITHIN FIFTEEN (15) DAYS OF INVOICE DATE AND ARE PAST DUE THEREAFTER. INTEREST ON PAST DUE INVOICES SHALL ACCRUE AT THE MAXIMUM RATE ALLOWED BY LAW.

AUTHORIZED SIGNATURE

DATE

Seminole Masonry, LLC

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

SIGNATURE OF ACCEPTANCE

DATE



Request for Proposal
Waterset Phase 5A1 Precast Wall

Development Entity: NNP Southbend II, LLC

Proposals Due:
June 1, 2018

to the offices of:

Newland Communities
777 Harbour Island, Suite 320
Tampa, Florida 33602
Attention: Kirsten Lycett, Project Coordinator

OR Via Email:
Aking@newlandco.com

Project Manager: Amanda King
Construction Manager: Randy Appenzeller
Engineer: Heidt Design
Survey: Justin Brantley Geopoint Surveying

A. Project Summary

Developer is requesting pricing for installation of a **790 lf, 8'** tall precast wall on the east project boundary adjacent to I-75. Waterset is on exit 246 of I-75. Head west on Big Bend Road, approximately 1.5 miles to Waterset Boulevard.

B. Scope Overview

- Wall to be sand finish stucco with paint per owner's specifications.
- Site work for Waterset Phase 5A1 is currently in process. Kearney Contracting is the civil contractor
- Stabilized access to the site will be available upon commencement of the job
- Heidt Design is the civil engineer of record. The wall is currently being submitted for site plan approval
- Wall contractor is responsible for obtaining a building permit
- The wall will be between I-75 and **Covington Garden Drive** which is currently under construction
- The wall is to be installed on an existing 2' berm constructed by Kearney Contracting
- A field review prior to commencement of work will be required. Contractor will be responsible for any damage that occurs to existing infrastructure, including damage to asphalt roadway, parking lot, street signs and light poles,
- **No work is to start prior to both parties receiving an executed contract.**
- Wall contractor should coordinate with site contractor to field verify utilities that have been recently constructed to avoid damage.
- The site is graded to the approved construction plan elevations
- Owner will pay for one time staking. Additional staking will be at the expense of wall contractor
- Contractor is responsible for adherence to all NPDES requirements. Streets are to remain clean and sock drains are to be in place and maintained for the duration of the project
- **All equipment requiring fuel is to be staged/stored in the utility easement area or common areas away from wetlands.** Heavy equipment is not permitted to be fueled on builder lot pads, on paved areas, nor is it permitted to be staged on builder lot pads. Should a fuel/fluid spill occur **owner must be notified immediately**, Contractor is responsible for clean-up cost and manifest is required to be provided to owner. Any damage to asphalt roadways due to contractor negligence will be replaced at the contractor's expense per the county's requirements.
- Any area used by contractor for staging is to be repaired at contractor's expense.

C. Contractor Requirements

- Contractor *may* be required to provide a performance bond or provide 2 years financials to demonstrate financial health.
- A sample contract will be furnished upon request for bidders to review prior to submission of bid.

PROJECT TEAM

Project Owner	NNP Southbend II, LLC 777 South Harbour Island Blvd. Suite 320 Tampa, Florida 33602
Project Engineer	Heidt Design 5806-B Breckenridge Parkway Tampa, Florida 33610 Phone: 813-253-5311
Project Manager	Amanda King 777 S. Harbour Island Blvd. Suite 320 Tampa, Florida 33602 rbosarge@newlandco.com Phone: 813-620-3555
Construction Manager/Owner's Field Representative	Randy Appenzeller Newland Communities 777 S. Harbour Island Blvd. Suite 320 Tampa, Florida 33602 aking@newlandco.com 813-390-1432 (cell) 813-620-3555 (office)
Survey	Justin Brantley Geopoint Surveying, Inc. 1403 E 5TH Avenue Tampa, FL 33605 justinb@geopointsurvey.com 941-302-8039 (cell)

Project Approach

Request for proposals will be sent to a list of approved contractors. Approximately two weeks will be provided to review and prepare proposals. All proposals are to be delivered to owner to the attention of Kirsten Lycett, at Newland Communities' office at the address and time noted above. Email is also acceptable, please send to Amanda King – Aking@newlandco.com

Questions regarding RFP should be in email format and directed to Amanda King, Project Manager.

All contractors are advised to review site conditions prior to submitting a proposal.

Project Estimates

Estimated Schedule

Project Milestones	Target Date
RFP Sent to Contractors via email	5/15/2018
RFP Due To Newland Offices or via Email	6/1/2018
Project Award Anticipated to Be No Later Than	6/8/2018
Projected Start Date - Estimated	7/15/2018
Projected Completion Date - Estimated	TBD per schedule



To: Wes Miller <wmiller@SeminoleMasonry.com>

Subject: RE: Seminole Masonry Projects

Use my address as this phase is not platted yet and has no addresses. Project name is: Waterset Phase 5A1 Thanks!

From: Wes Miller [<mailto:wmiller@SeminoleMasonry.com>]

Sent: Thursday, January 25, 2018 2:23 PM

To: Amanda King <aking@newlandco.com>

Subject: RE: Seminole Masonry Projects

Absolutely Amanda! We will price (2) options. Can you please tell me the project name and address? I know it's in Phase 5a-1. Thanks

Wes Miller
Business Development
Office: 407-971-2464
Cell: 407-269-3339
Fax: 407-971-2519
www.seminolemasonry.com



SEMINOLE
MASONRY



From: Amanda King [<mailto:aking@newlandco.com>]

Sent: Thursday, January 25, 2018 1:09 PM

To: Wes Miller <wmiller@SeminoleMasonry.com>

Subject: RE: Seminole Masonry Projects

Hi Wes – we have confirmed that code will permit a 6' wall on the top of the 2' berm. So could you give me a quick and dirty number for 900 lf of precast, 6' tall, smooth finish, painted, and a price for the same but with the ledge stone panels? I am not going to etch your price in stone, I just want to know for budget purposes. We'll have a clear scope with the wall plan for you to price when the engineer completes it.

Thanks!

From: Wes Miller [<mailto:wmiller@SeminoleMasonry.com>]

Sent: Wednesday, January 24, 2018 10:42 AM

A handwritten signature in blue ink, appearing to be a stylized 'A' or 'W'.

To: Amanda King <aking@newlandco.com>; Rob Bosarge <RBosarge@newlandco.com>

Subject: Seminole Masonry Projects

Good Morning Amanda and Rob,

I hope all is well. We appreciate the meeting yesterday and I hope we can meet again for lunch. Amanda, attached is a list of projects in Orlando and Oviedo. Please let me know if you need assistance.

Thanks all.

Wes Miller

Business Development

Office: 407-971-2464

Cell: 407-269-3339

Fax: 407-971-2519

www.seminolemasonry.com



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2

**EXHIBIT B-1
SPECIAL CONDITIONS**

[Any additional Special Conditions to be attached by District]

The following shall be Special Conditions to the terms of the Contract:

1. **LIQUIDATED DAMAGES.** District and Contractor recognize and agree that time is of the essence regarding this Contract and that District will suffer financial loss if the Work is not completed to District's satisfaction in conformity with the Contract Documents on or before the date for Substantial Completion (as such date may be extended in accordance with this Contract). District and Contractor have agreed that District's actual damages in the event such completion of the Work does not occur on or before N/A (the "Outside Completion Date") would be difficult to determine. Accordingly, the parties have agreed that, as liquidated damages for such delay Contractor (and its surety) shall pay to District N/A Dollars (\$ N/A) for each day (including partial days) that expires after the Completion Date until such completion of the Work occurs. Such liquidated damages amount constitutes a portion of the actual damages that would be suffered by District if the Work were not actually completed by the Completion Date.] *[DO NOT USE THIS LIQUIDATED DAMAGES CLAUSE IN GEORGIA]*
2. **NOTICE OF COMMENCEMENT** *[Florida Only]* In no event shall Contractor commence Work until a Notice of Commencement is recorded in the Public Records of the County where the Site is located, and a certified copy of the same is posted on the Project Site, all in accordance with the Florida Statute §713.13.
3. **LUMBER, TIMBER AND OTHER FOREST PRODUCTS TO BE USED.** Contractor agrees to use only lumber, timber and other forest products produced and manufactured in Florida if such products are available and their price, fitness and quality are equal to other available products. However, this condition does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for the job cannot be supplied by native species or if the construction is financed in whole or in part from federal funds requiring that there be no restrictions as to species or place of manufacture.
4. **DISTRICT PURCHASE OF MATERIALS.** The Contractor shall include Florida State Sales and other applicable taxes in its bid for material supplies, and equipment (whether purchased or leased). For purposes of this section, materials, supplies and equipment shall be defined as "construction materials." The District, being exempt from sales and use tax (hereinafter "sales taxes"), reserves the right to undertake direct purchases of various construction materials included in the Contractor's bid and/or contract. The District reserves the right to require Contractor to assign some or all of its subcontracts and other agreements with material suppliers directly to District. Any construction materials purchased by District shall be referred to as "District Purchased Materials" and the responsibilities of both District and Contractor relating to such District Purchased Materials shall be governed by the terms and conditions of the contract documents and of these procedures, with these procedures to take precedence over any other conditions or terms of the contract documents which are inconsistent or conflict with this section. Material suppliers shall be selected by the Contractor awarded the contract by the competitive bid process, as required by applicable law. District purchasing of construction materials, if selected, will be administered as provided in this section.
 - a) Purchase Requisition Request Forms. At least ten calendar days prior to Contractor ordering construction materials, Contractor shall prepare and forward to District a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as Exhibit B-2, specifically identifying the construction materials which Contractor plans to order from each supplier so that District may, in its sole discretion, elect to purchase directly such construction materials.
 - b) Purchase Orders. After receipt of the Purchasing Requisition Request Form, the District shall prepare Purchase Orders in the form attached hereto as Exhibit B-3, for construction materials which the District wishes to purchase directly.

Purchase Orders shall required that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the District Purchased Materials on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide to the Contractor the required quantities of construction material at the price established in the supplier's quote less any associated sales tax. Contractor is responsible for assuring suppliers comply with these requirements.

At least two calendar days prior to Contractor ordering the construction materials, District shall forward Purchase Orders to Contractor for processing. Promptly upon receipt of the District Purchased Materials specified in each Purchase Order, Contractor shall verify the purchase of the District Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the District Purchased Materials.

- c) Notice of Reduction in Contract Price. On or about the last business day of each month, District shall deliver to the Contractor a Notice of Reduction in Contract Price (hereinafter "Notice"). Each notice shall list all District Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the Contractor purchased the construction materials. Each Notice may also include the total price and sales tax (had Contractor purchased) for any previously purchased District Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount District pays for District Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the Contractor or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of the District, and the Contractor shall not benefit whatsoever from savings of any such taxes.

- d) Payment for District Purchased Materials. In order to arrange for the prompt payment to suppliers, the Contractor shall provide to the District a list indicating the acceptance of the District Purchased Materials within 15 days of receipt of said District Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the District. Upon receipt of the appropriate documentation, the District shall prepare a check drawn to the supplier based upon the receipt of data provided. District will make payment to each supplier. The Contractor agrees to assist the District to immediately obtain appropriate partial or final release of waivers.

District shall be responsible for the full payment of all valid and due invoices for District Purchased Materials and shall not be entitled to retain the standard ten percent amount of the progress payment due to the Contractor as is otherwise provided for in the contract documents.

- e) Contractor Responsibilities. Contractor shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including District Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the construction materials furnished including District Purchased Materials. The Contractor shall

provide all services required for the unloading, handling and storage of construction materials through installation including District Purchased Materials. The Contractor agrees to indemnify and hold harmless the District from any and all claims of whatever nature resulting from non-payment for District Purchased Materials arising from Contractor actions.

- i. Inspection of Documentation. As District Purchased Materials are delivered to the job site, Contractor shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The Contractor shall assure that each delivery of District Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the District may require. The Contractor will then forward all such invoice to the District. On or about the 15th and last day of each month (or the next succeeding business day), Contractor shall review all invoices submitted by all suppliers of District Purchased Materials delivered to the project sites during that month and either concur or object to the District's issuance of payment to the suppliers, based upon Contractor's records of District Purchased Materials delivered to the site and whether any defects or non-conformities exist in such District Purchased Materials.
- ii. Warranties, Guarantees, Repairs and Maintenance. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all District Purchased Materials. District's purchase of various construction materials shall not in any manner impact or reduce Contractor's duty to warrant said construction materials. The District may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor. The Contractor shall resolve all such calls or issues.
- iii. Records and Accounting. The Contract shall maintain records of all District Purchased Materials it incorporates into the work from the stock of District Purchased Materials in its possession. The Contractor shall account monthly to the District for any District Purchased Materials into the Contractor's possession, indicating portions of all such construction materials which have been incorporated into the work.
- iv. Defective or Non-conforming Construction Materials. The Contractor shall insure that District Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the Contractor discovers defective or non-conforming District Purchased Material upon such visual inspection, the Contractor shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the District of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the Contractor fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming District Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to District resulting from Contractor's incorporation of such construction materials into the project, including liquidated or delay damages.

- f) Title. Notwithstanding the transfer of District Purchased Materials by the District to the Contractor's possession, the District shall retain legal and equitable title to any and all District Purchased Materials.
- g) Insurance and Risk of Loss. The District shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to District Purchased Materials. Such insurance shall cover the full value of any District Purchased Materials not yet incorporated into the Project during the period between the time the District first takes title to any such District Purchased Materials and the time when the last of such District Purchased Materials is incorporated into the project or consumed in the process of completing the Project.
- h) No Damages for Delay. The District shall in no way be liable for, and Contractor waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of District Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with District Purchased Materials, regardless of whether District's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by Contractor includes damages for acceleration and inefficiencies. Contractor accepts from District as further and specific consideration for the foregoing waivers, District's undertaking to pay for and finance all District Purchased Materials.

EXHIBIT B-2
PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material suppliers.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by Contractor. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by Contractor. _____

DISTRICT: _____

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date



**EXHIBIT B-3
PURCHASE ORDER**

1. SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED _____
2. Waterset Central CDD, State of Florida sales tax exemption number _____.

_____ is the ultimate consumer of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

DISTRICT: _____

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

EXHIBIT C
DRAWINGS AND SPECIFICATIONS

8/

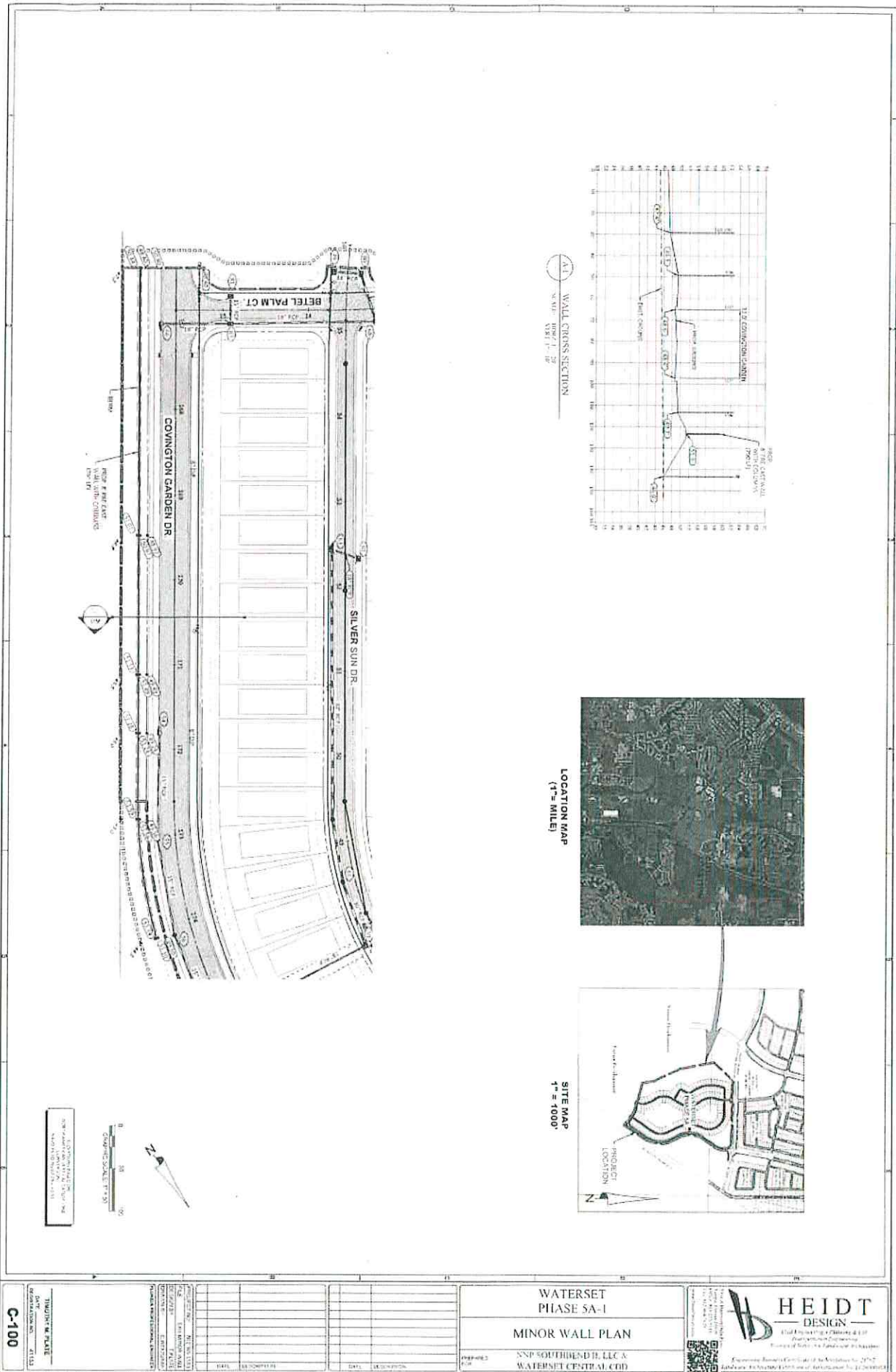


EXHIBIT D
DISTRICT ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the Application for Payment, District Engineer certifies to District that, to the best of District Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in substantial conformance with the Contract Documents, the Work is part of the District's Capital Improvement Project, the portions of the Work for which payment is made benefit the property within the District, the portions of the Work for which payment is made are subject to, and not inconsistent with, the applicable Development Order(s) and the _____ County Comprehensive Plan, the construction of the Work constitutes a lawful public purpose of the District, pursuant to Chapter 190, Florida Statutes, and Contractor is entitled to payment in the amount of \$_____.

DISTRICT ENGINEER:

(Signature)

(Print Name/Authorized Officer)

Date: _____

DISTRICT ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

In accordance with the Contract Documents and based on an on-site inspection, District Engineer certifies to District that, with the exception of the items listed on the attachment hereto, as of _____, 20____, the Work is Substantially Complete, and upon completion of the items listed on the attachment hereto Contractor is entitled to final payment.

DISTRICT ENGINEER:

(Signature)

(Print Name/Authorized Officer)

Date: _____

EXHIBIT E
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____ Community Development District.

2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

3. My name is _____ and my relationship to the
entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

2

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative

Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:



Tab 5



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Waterset Central Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance ("FIA"), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for "alleged" public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA's primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members' property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Waterset Central Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118332

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$3,374,376
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$93,354

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$13,870

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Waterset Central Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578**

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118332

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$13,870
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,750
Public Officials and Employment Practices Liability	\$2,250
TOTAL PREMIUM DUE	\$18,870

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2018, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Waterset Central Community Development District

(Name of Local Governmental Entity)

By: _____

Signature

Rick Stevens

Print Name

Witness By: _____

Signature

Kirsten Lycett

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2018

By: _____

Administrator



Florida
Insurance
Alliance™

PROPERTY VALUATION AUTHORIZATION

Waterset Central Community Development District
c/o Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | |
|---|--------------|--------------------------|
| <input checked="" type="checkbox"/> Building and Content TIV | \$3,374,376 | As per schedule attached |
| <input checked="" type="checkbox"/> Inland Marine | \$93,354 | As per schedule attached |
| <input type="checkbox"/> Auto Physical Damage | Not Included | |
| <input checked="" type="checkbox"/> I reject TRIA (Terrorism Risk Insurance Act) coverage | | |

Signature: _____

Date: _____

Name: _____

Title: _____



Property Schedule

Schedule Items Effective As of: 10/01/2018

Waterset Central Community Development District

Policy No.: 100118332
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
1	Building		2018	10/01/2018	\$1,824,000	\$1,926,000
	7281 Paradiso Drive Apollo Beach FL 33572		Joisted masonry	10/01/2019	\$102,000	
	Cross hip			Metal panel		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
2	All Sports Courts (Tennis/Pickle/BB/Volleyball) including lighting + chainlink fencing		2018	10/01/2018	\$185,000	\$185,000
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
3	Playground including benches and trashcans		2018	10/01/2018	\$67,525	\$67,525
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
4	Pools - resort and lap		2018	10/01/2018	\$560,907	\$560,907
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
5	Pool Decks		2018	10/01/2018	\$143,485	\$143,485
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
6	Pergolas in pool areas		2018	10/01/2018	\$28,810	\$28,810
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
7	Pool Furnishings (includes pool furn. & adirondack benches and chairs)		2018	10/01/2018	\$36,000	\$36,000
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		

Sign:

Print Name:

Date:

Rick Skewins

9/17/18



Property Schedule

Schedule Items Effective As of: 10/01/2018

Waterset Central Community Development District

Policy No.: 100118332
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
8	Slide Tower		2018	10/01/2018	\$90,624		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$90,624	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
9	Slides		2018	10/01/2018	\$89,696		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$89,696	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
10	Shade Structures at tennis,pickleball and basketball		2018	10/01/2018	\$25,253		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$25,253	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
11	Maintenance Shed		2018	10/01/2018	\$63,712		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$63,712	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
12	Fitness Equipment		2018	10/01/2018	\$98,000		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$98,000	
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
13	Perimeter fencing around pools (black powdercoat aluminum fencing)		2018	10/01/2018	\$52,845		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$52,845	
Unit #	Descripton Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
	Roof Shape	Roof Pitch		Term Date	Contents Value	Covering Replaced	Roof Yr Blt
				Roof Covering			
14	Gas Pool Heaters (x3)		2018	10/01/2018	\$6,519		
	7281 Paradiso Drive Apollo Beach FL 33572			10/01/2019		\$6,519	
			Total:	Building Value \$3,272,376	Contents Value \$102,000	Insured Value \$3,374,376	

Sign:

Print Name:

Rick Stewarts

Date:

9/12/18



**Florida
Insurance
Alliance™**

Inland Marine Schedule

Schedule Items Effective As of: 10/01/2018

Waterset Central Community Development District

Policy No.: 100118332

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department	Serial Number	Classification Code	Eff. Date	Value	Deductible
	Description			Term Date		
1	AV Equipment incl. tvs, cameras, wifi, game consoles, access control (Max \$15,000 per item)		Electronic data processing equipment	10/01/2018	\$19,000	\$1,000
				10/01/2019		
2	Site Lighting (Max \$15,000 per item)		Electronic data processing equipment	10/01/2018	\$74,354	\$1,000
				10/01/2019		
				Total	\$93,354	

Sign:

Print Name:

Rick Stenas

Date:

9/17/18

Tab 6

RESOLUTION NO. 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE MODIFICATION OF THE BOUNDARIES OF THE DISTRICT; AUTHORIZING THE DISTRICT CHAIRMAN/VICE CHAIRMAN TO EXECUTE THE PETITION TO MODIFY THE BOUNDARIES OF THE DISTRICT; DELEGATING TO DISTRICT STAFF AND CHAIR/VICE CHAIR OF THE BOARD OF SUPERVISORS THE AUTHORITY TO TAKE ALL ACTION NECESSARY OR CONVENIENT TO ACCOMPLISH THE MODIFICATION OF THE DISTRICT BOUNDARIES, INCLUDING THE FILING AND PROCESSING OF A PETITION, IN ACCORDANCE WITH SECTION 190.046(1), FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Waterset Central Community Development District (“**District**”) is a local unit of special purpose government, established by the Board of County Commissioners of Hillsborough County, Florida, and organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes (the “**Act**”); and

WHEREAS, Section 190.046(1), Florida Statutes authorizes the modification of the boundaries of a community development district; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) finds that modification of the boundaries of the District to remove a parcel consisting of approximately 1.002 acres, m.o.l. (the “**Contraction Parcel**”) is in the best interests of the District. The Contraction Parcel is not planned for residential uses and is not served by District facilities or services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. **Consent to Modification of District Boundaries.** The Board previously expressed its preliminary authorization for staff to prepare the documents necessary to modify the boundaries of the District, and desires to more fully set forth the delegation of authority to take all necessary and convenient action to accomplish the modifications of the District boundaries. The purpose of the modification is to remove the Contraction Parcel depicted on **Exhibit “A”**, attached hereto, as may be modified, from the boundaries of the District.

3. **Approval of Developer Funding Agreement.** The Board hereby approves the Developer Funding Agreement dated October 11, 2018 between the District and the Developer relating to costs, fees and all other

expenses for Modification of the District Boundaries. The Developer Funding Agreement is attached hereto as **Exhibit "B"**.

4. **Authorization for Modification and Petition.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and the District staff, to proceed in an expeditious manner with the preparation and filing of a Petition and related materials with the Hillsborough County Board of County Commissioners, seeking modification of the boundaries of the District, pursuant to Subsection 190.046(1), Florida Statutes.

5. **Severability.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. **Effective Date.** This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Supervisors of Waterset Central Community Development District this 11th day of October, 2018.

ATTEST:

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district established pursuant to
Chapter 190, Florida Statutes

By: _____
Joseph Roethke, Asst. Secretary
Board of Supervisors

By: _____
Rick Stevens, Chairman
Board of Supervisors

EXHIBIT "A"

**WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
CONTRACTION PARCEL 1**

DESCRIPTION: ALL of LOT A, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENT, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 23, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said LOT A for a **POINT OF BEGINNING**, run thence along the Westerly boundary of said LOT A, the following four (4) courses: 1) NORTH, 157.32 feet; 2) EAST, 6.03 feet; 3) NORTH, 48.31 feet to a point of curvature; 4) Northeasterly, 11.00 feet along the arc of a curve to the right having a radius of 7.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"E., 9.90 feet) to a point of tangency; thence along the Northerly boundary of said LOT A, the following four (4) courses: 1) EAST, 36.37 feet to a point of curvature; 2) Easterly, 76.43 feet along the arc of a curve to the right having a radius of 113.00 feet and a central angle of 38°45'09" (chord bearing S.70°37'25"E., 74.98 feet) to a point of tangency; 3) S.51°14'51"E., 27.40 feet to a point of curvature; 4) Easterly, 110.18 feet along the arc of a curve to the left having a radius of 187.00 feet and a central angle of 33°45'30" (chord bearing S.68°07'36"E., 108.59 feet) to a point on a curve; thence along the Easterly boundary of said LOT A, the following two (2) courses: 1) Southerly, 69.44 feet along the arc of a curve to the right having a radius of 969.00 feet and a central angle of 04°06'20" (chord bearing S.00°48'10"E., 69.42 feet) to a point of tangency; 2) S.01°15'00"W., 41.02 feet to a point of curvature; thence along the Southerly boundary of said LOT A, the following two (2) courses: 1) Southwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.46°15'00"W., 35.36 feet) to a point of tangency; 2) N.88°45'00"W., 216.87 feet to the **POINT OF BEGINNING**.

Containing 1.002 acres, more or less.

AMI-WSN-WS-100

P:\Waterset\CDD\Central CDD\Contraction Parcel 1\WSET-CDD-CONTRACTION
PAR 1-DS.doc

WFS

May 29, 2018

**WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
CONTRACTION PARCEL 1**

DESCRIPTION: ALL of LOT A, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENT, as recorded in Plat Book 132, Pages 1 through 5 inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 23, Township 31 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said LOT A for a **POINT OF BEGINNING**, run thence along the Westerly boundary of said LOT A, the following four (4) courses: 1) NORTH, 157.32 feet; 2) EAST, 6.03 feet; 3) NORTH, 48.31 feet to a point of curvature; 4) Northeasterly, 11.00 feet along the arc of a curve to the right having a radius of 7.00 feet and a central angle of 90°00'00" (chord bearing N.45°00'00"E., 9.90 feet) to a point of tangency; thence along the Northerly boundary of said LOT A, the following four (4) courses: 1) EAST, 36.37 feet to a point of curvature; 2) Easterly, 76.43 feet along the arc of a curve to the right having a radius of 113.00 feet and a central angle of 38°45'09" (chord bearing S.70°37'25"E., 74.98 feet) to a point of tangency; 3) S.51°14'51"E., 27.40 feet to a point of curvature; 4) Easterly, 110.18 feet along the arc of a curve to the left having a radius of 187.00 feet and a central angle of 33°45'30" (chord bearing S.68°07'36"E., 108.59 feet) to a point on a curve; thence along the Easterly boundary of said LOT A, the following two (2) courses: 1) Southerly, 69.44 feet along the arc of a curve to the right having a radius of 969.00 feet and a central angle of 04°06'20" (chord bearing S.00°48'10"E., 69.42 feet) to a point of tangency; 2) S.01°15'00"W., 41.02 feet to a point of curvature; thence along the Southerly boundary of said LOT A, the following two (2) courses: 1) Southwesterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.46°15'00"W., 35.36 feet) to a point of tangency; 2) N.88°45'00"W., 216.87 feet to the **POINT OF BEGINNING**.

Containing 1.002 acres, more or less.

NOTE: Refer to the recorded plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5, inclusive, of the Public Records of Hillsborough County, Florida, for detail information for LOT A.

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

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

BASIS OF BEARINGS

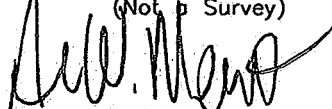
The Westerly boundary of LOT A, according to the plat of WATERSET PHASE 3 AMENITY CENTER PLATTED SUBDIVISION WITH NO IMPROVEMENTS, as recorded in Plat Book 132, Pages 1 through 5, inclusive, of the Public Records of Hillsborough County, Florida, has a Grid bearing of NORTH. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1990 ADJUSTMENT) for the West Zone of Florida.

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT
CONTRACTION PARCEL 1**

Prepared For: **NNP-SOUTHBEND II, LLC**

**DESCRIPTION
SKETCH**

(Not a Survey)



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

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

AMERRITT, INC.

LAND SURVEYING AND MAPPING
LICENSED BUSINESS NUMBER LB7778

1215 E. 6th Avenue
Tampa, FL 33605
PHONE (813) 221-5200

Drawn: WFS | Checked: ANM | Order No.: AMI-WSN-WS-100

Date: 5-29-18 | Dwg: WSET-CDD CONTRACTION PAR 1-DS.dwg

File Path: P:\WaterSet\CDD\Central CDD\Contraction Parcel 1

SECTION 23, TOWNSHIP 31 SOUTH, RANGE 19 EAST

No.	Date	Description	Dwn.
REVISIONS			
SHEET NO. 1 OF 2 SHEETS			

SHEET NO. 2 OF 2 SHEETS

EXHIBIT "B"

DEVELOPER FUNDING AGREEMENT
BETWEEN WATERSET CENTRAL COMMUNITY DEVELOPMENT
DISTRICT AND DEVELOPER RELATING TO COSTS AND FEES
FOR MODIFICATION OF THE DISTRICT BOUNDARIES

This Agreement is made and entered into this 11th day of October, 2018, by and between:

Waterset Central Community Development District, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes, and located in Hillsborough County, Florida (hereinafter "District"), and

NNP – Southbend II, LLC, a Delaware limited liability company and a landowner in the District (hereinafter "Developer").

RECITALS

WHEREAS, the District was established by an Ordinance of the Hillsborough County Board of County Commissioners for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including a stormwater management system, roadways, water distribution and sewer collection systems, landscaping, recreational facilities and other infrastructure; and

WHEREAS, pursuant to Resolution No. 2019-01, the Board of Supervisors of the District (the "Board") authorized the filing of a Petition to Modify the Boundaries of the District ("Petition"), and all other actions necessary to accomplish expanding the District boundaries; and

WHEREAS, Developer presently owns the real property to be added into the District boundaries; and

WHEREAS, the Developer has agreed to fund and/or reimburse the District for all costs fees, and other expenses incurred by the District associated with the Petition and all actions taken by the District, its professional staff and consultants to accomplish the modification of the District boundaries.

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

1. The Developer agrees to make available to the District all funds used for the preparation of the Petition, and the pursuit of approval of the modification of the District boundaries, including, but not limited to: filing fees payable to Hillsborough County, fees and costs

2. **Notice.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Developer: **NNP – Southbend II, LLC**
c/o Newland Communities
777 S. Harbour Island Boulevard, Suite 320
Tampa, Florida 33602
Attn: Mr. Rick Stevens

If to the District: **Waterset Central Community Development District**
c/o Rizzetta & Company, Inc.
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

With a copy to: **Erin McCormick Law, PA**
3314 Henderson Boulevard
Suite 103
Tampa, Florida 33609
Attn: Erin R. McCormick, Esq.

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.
4. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.
5. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.
6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.
7. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover

from the other party all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.
10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
11. The Agreement shall be effective after execution by both parties. The enforcement provisions of this Agreement shall survive its termination until all payments due under this Agreement are paid in full.

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

Attest:

**Waterset Central Community Development
District**

Assistant Secretary

Rick Stevens, Chair, Board of Supervisors

Attest:

NNP – Southbend II, LLC, a Delaware limited
liability company

Witness

By: _____

Name: _____

Title: _____

Witness

Tab 7



LLS Tax Solutions
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

September 17, 2018

Waterset Central Community Development District
c/o Rizzetta & Company, Inc.
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Waterset Central Community Development District ("Client") for the following bond issues. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

- \$16,860,000 Waterset Central Community Development District (Hillsborough County, Florida) Special Assessment Bonds, Series 2018

SCOPE OF SERVICES

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of bonds.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of bonds for which services are being rendered. We will determine gross proceeds of each issue of bonds based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of bonds for the purposes of the arbitrage requirements.

TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for

review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated “tax shelter” rules that require taxpayers to disclose their participation in “reportable transactions” by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all “reportable transactions” and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client’s participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state “tax shelter” reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client’s failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

PROFESSIONAL FEES AND EXPENSES

Our professional fees for services listed above for the three annual bond years ended May 13, 2019, May 13, 2020, and May 13, 2021 is \$1,500, which is \$500 each year. We will bill you upon completion of our services or on a monthly basis. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of bonds have been commingled with amounts not considered gross proceeds of the bonds (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of bonds.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

Very truly yours,
LLS Tax Solutions Inc.

AGREED AND ACCEPTED:
Waterset Central Community Development
District

By: Linda L. Scott

Linda L. Scott, CPA

By: _____

Print Name _____

Title _____

Date: _____

**Arbitrage Rebate Computation
Proposal For
Waterset Central
Community Development District
(Hillsborough County, Florida)
\$16,860,000 Special Assessment Bonds
Series 2018**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 12, 2018

Ms. Shandra Torres
District Compliance Associate
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Re: \$16,860,000 Waterset Central Community Development District (Hillsborough County, Florida),
Special Assessment Bonds, Series 2018

Dear Ms. Torres:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Waterset Central Community Development District (the "District") Series 2018 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 5,800 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Waterset Central and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Cities of Cape Coral and Palm Beach in Florida. Nationally, we are rebate consultants for the County of Orange (CA), the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of May 14th, based upon the bond year-end identified in the ***Tax Certificate as to Arbitrage***.

Proposal

We are proposing rebate computation services based on the following:

- \$16,860,000 Series 2018 Bonds;
- Fixed Rate Issue; and
- Acquisition & Construction, Reserve, Capitalized Interest, and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2018 Bonds is \$450 per year and will encompass all activity from May 14, 2018, the date of the closing, through May 14, 2023, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – Series 2018 Bonds

Report Date	Type of Report	Period Covered	Fee
April 30, 2019	Rebate and Opinion	Closing – April 30, 2018	\$ 450
April 30, 2020	Rebate and Opinion	Closing – April 30, 2019	450
April 30, 2021	Rebate and Opinion	Closing – April 30, 2020	450
April 30, 2022	Rebate and Opinion	Closing – April 30, 2021	450
May 14, 2023	Rebate and Opinion	Closing – May 14, 2023	450
Total			\$2,250

In order to begin, we are requesting copies of the following documentation:

1. US Bank statements for all accounts from May 14, 2018, the date of the closing, through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2018.

Waterset Central Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Waterset Central Community
Development District

By: _____
Michael J. Scarfo
Senior Vice President

Tab 8

Independent Contractor Agreement

WITNESSETH:

WHEREAS, Waterset Central Community Development District (hereinafter “**the District**”) has entered into this agreement (the “**Agreement**”) with _____, Independent Contractor (hereinafter “**Contractor**”), for the performance of certain Services, the parties agree to the terms as follows:

1. SERVICES

The Services to be provided by Contractor to its participants, customers, or patrons, are as follows:

2. INDEPENDENT CONTRACTOR RESPONSIBILITIES

Contractor warrants and agrees to ensure that all individuals who are utilized by Independent Contractor in the scope of performance of the Services referenced herein are duly qualified, experienced, and appropriate for such activities. Contractor warrants that it/they have conducted appropriate and reasonable inquiry into the background of any individuals who Contractor will utilize in performance of the Services referenced herein. Contractor will comply with all applicable laws and statutes with reference to its employment of contracted or volunteer workers, and assumes the responsibility of ensuring any such workers are fit for such activities.

Contractor is responsible for the conduct of any participants, customers, employees, or patrons of their services, and is expected to ensure compliance with District rules regarding use of District property, including prohibitions against the use of profanity or disruptive behavior. The services to be performed under this contract will be performed entirely at Contractor’s risk and Contractor assumes all responsibility for their activities in the performance of the services referenced herein, including returning all CDD property and premises to its original condition.

In addition, Contractor agrees to comply with all conditions set forth in Exhibit "A", attached hereto and incorporated herein.

3. TERM OF AGREEMENT

This Agreement is valid from the _day of _____, 20____ to the _____ day of _____, 20____. [Note: Initial Term to be 30 days, per confer with Bond Counsel] This Agreement will automatically renew for additional thirty (30) day periods unless terminated by either Party pursuant to Section 5. below.

4. DAMAGE TO DISTRICT PROPERTY

If any damage to District property occurs as a result of this Agreement, the use of the District's facilities by the Contractor, or the use of the District's facilities by Contractor's participants, customers, or patrons, the Contractor shall reimburse the District for the cost of repairing such damages within ten (10) days of such damage occurring.

5. TERMINATION

Either party to this Agreement may terminate this agreement without liability, fee or penalty, at any time and without cause, by giving seven (7) days prior written notice. Additionally, if Contractor defaults in the performance of or breaches any of its covenants, agreements or obligations under this Agreement, the District may terminate this agreement without any prior written notice, without penalty.

6. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement or in the relationship of the Contractor and the District shall be deemed to constitute a partnership, joint venture, or any other relationship except for the independent contractor relationship described in this Agreement. Contractor's authority and right to be on District property is limited solely to performing the Services set forth herein in accordance with the terms of this agreement.

7. INSURANCE REQUIREMENTS

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

- (a) Worker's Compensation Insurance if required in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits not less than \$1,000,000 combined single limit bodily injury and property damage liability. No subcontractors may be utilized by Contractor without the consent of the District, and subject to the modification of this Agreement.

District, its officers, Supervisors, staff and employees shall be named as additional insureds. The Contractor shall furnish 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 at least A-VII.

8. INDEMNIFICATION

Notwithstanding any other provision of this Agreement, Contractor shall indemnify, defend, save and hold the District and its officers, Supervisors, employees, agents, servants, successors, and authorized agents (hereinafter "Indemnified Parties") harmless from any and all suits, actions, legal or administrative proceedings, claims and demands made/asserted/threatened by any third party and all related losses, expenses, damages, costs, actions, property loss, personal injury or death, fines, penalties and liabilities, including reasonable attorneys' fees and expenses incurred by or asserted against the Indemnified Parties in investigation or defense, which arise out of or that are related to or connected with the services being provided by the Contractor which are the subject of this Agreement, including but not limited to: negligence, intentional acts, misrepresentations, nondisclosure, or because of any promise or untrue statement made by Contractor. The obligations of Contractor set forth in this Indemnification Section shall continue in effect notwithstanding the expiration or termination of this Agreement.

Nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity or limitation of liability pursuant to Section 768.28, Florida Statutes.

Further, Contractor shall be solely liable and responsible to its participants, customers, patrons or employees for the resolution of any complaint or claim made against Contractor for failure to perform Services in accordance with the terms of any service agreement between Contractor and any third party.

Further, Contractor shall ensure that each participant review and executes the Waiver, the form of which is attached to this Agreement as Exhibit "B", and that the Waiver forms are provided to the Community Director's office prior to any use of the District's facilities.

9. **Waiver of Breach.** The waiver by the District of any breach of a provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

10. **Notices.** All notices required or anticipated by this Agreement shall be in writing, addressed to the parties as set forth below, and will be deemed to have been duly given when (a) delivered by hand with a written confirmation of receipt, or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested):

To the District at: Rizzetta & Company, Inc.
 9428 Camden Field Parkway
 Riverview, FL 33578
 Attn. Joseph Roethke, District Manager

With a copy to: Erin Rae McCormick, Esq.
 District Counsel
 Erin McCormick Law, PA
 3314 Henderson Boulevard
 Suite 103
 Tampa, FL 33609

To the Contractor at: _____

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, between the parties, with respect to the subject matter of this Agreement. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties.

12. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13. **Governing Law.** This Agreement will be governed by the laws of the State of Florida without regard to conflict of laws principles.

14. **No Assignment.** The rights and obligations of YMCA under this Agreement are not assignable in whole or in part without the prior written agreement of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written on behalf of:

District: **Waterset Central Community Development District**

By: _____

Name/Title: Rick Stevens, as Chairman, Board of Supervisors

Independent Contractor: _____

By: _____

Name: _____

Title: _____

Tab 9



2018 Holiday Lighting Quote

Program Overview

Shine Holiday Lighting is pleased to quote Waterset Central CDD for the 2018 holiday season. Our program is designed to provide your community with a worry-free experience. We will put-up, take down and store all your holiday lighting materials as well as provide a *3-year guarantee* on the lights and materials. The guarantee provides *free service calls* for *3 years* to fix any dead or broken lights/strands, fallen garland or wreaths, and fallen roof line lights. After the 3rd year Waterset Central CDD can opt to purchase new materials with a new 3-year guarantee or continue with the lights already purchased. Waterset Central CDD may choose to use the old lights and materials, therefore would result in a service and or replacement fee for any service calls required to fix/replace broken or damaged materials.

We understand that future years may increase your holiday lighting needs. We will work together with the management and board of Waterset Central CDD to provide solutions that fit any future needs, while maintaining the service and guarantee of previous agreements.

Timing

Installation to be mutually agreed upon between Shine and Waterset Central CDD

Take down will be completed by Mid-January each year



Customer Name: Waterset Central CDD **Date:** 9/25/2018
Address: 7281 Paradiso Dr., Apollo Beach, FL 33572
Phone: (813) 677-2114
Email: bmazzoni@castlegroup.com

Holiday Lighting Agreement

Shine North Tampa
3152 Little Rd Suite 170
Trinity, FL 34655
(727) 808-2284

www.shineholidaylighting.com
www.shine-windowcleaning.com

Lighting Product	Location	Color	1st Year	2nd & 3rd Year
Roof Lights w/magnets/Ft	Two Level Roof Lines	White	\$ 1,113.00	\$ 835.00
Mini Lights (5mm LED)	Two Palms	White	\$ 255.00	\$ 192.00
48" Pre-lit Wreath	Center of Building		\$ 345.00	\$ 259.00
.				
Accessories (Wires, Plugs, Etc.)			\$ 106.00	\$ 80.00
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Due to insurance purposes we cannot install materials that are not purchased from Shine. Should you add any of your own decorations to any of the electrical ones purchased from Shine, they will not be covered under warranty		Total	\$ 1,819.00	\$ 1,366.00
Special Notes: Shine Holiday Lighting® requires a minimum of 50% down payment in order to pull the lights from inventory and secure a date in the schedule.				

Design with Lights on signs ONLY – Year 1 \$1,819 Years 2&3 \$1,366

This includes:

- Roof line on front of building on both first and second level
- 2 Palm trees near front entrance wrapped
- 48" lighted wreath placed over main entrance

Tab 10

AGREEMENT FOR WATERSET COMMUNITY SECURITY SERVICES COST SHARING

This **AGREEMENT FOR WATERSET COMMUNITY SECURITY SERVICES COST SHARING** (the "**Agreement**") is entered into the ____ day of _____, 2018, by and between **WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 (the "**Waterset North**"); and **WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is 9428 Camden Field Parkway, Riverview, Florida 33578 ("**Waterset Central**"), (collectively Waterset North and Waterset Central are referred to herein as "**Parties**" and are referred to individually as "**Party**").

W I T N E S S E T H:

WHEREAS, in accordance with Chapter 190, Florida Statutes, the Parties are authorized to provide security services (the "**Security Services**") for the benefit of the residents and landowners within their respective boundaries; and

WHEREAS, Waterset North has entered into an Agreement for Security Services with **G4S SECURE SOLUTIONS (USA) INC.** ("**G4S**"), dated May 15, 2012, with a First Amendment dated June 25, 2012, and a Second Amendment dated _____, 2018, and which is attached here as **Exhibit "A" (the "G4S Agreement")**; and

WHEREAS, Waterset Central is not currently a party to the G4S Agreement; however, Waterset Central will own and maintain property and improvements located within the boundaries of Waterset Central and Waterset Central can also benefit from Security Services provided by G4S; and

WHEREAS, the Parties have determined that it is in the best interests of the property owners and residents of the Parties to allocate the costs and responsibility for the Security Services between the Parties, in a manner which is consistent with the benefits received by each of the respective Parties.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, the District agree as follows:

1. **Recitals.** The above recitals are true and correct, and incorporated herein, as if restated in their entirety.
2. **Intent.** It is the intent of the Parties hereto that, except as provided herein, in the absence of this Agreement the Parties would separately contract for the Security Services, and, therefore, this Agreement serves to provide a convenient and cost-efficient way of allocating responsibility for the Security Services. The Parties intend that no Party shall incur any responsibility, obligation, cost, or liability that it would not have incurred but for this Agreement except as provided herein. Further, the Parties intend that, except as provided herein, each Party shall retain all rights and interests that they would have if this Agreement was never entered.

3. **Responsibilities of Parties.** Each Party shall be responsible for its share of the total costs for the Security Services, as set forth in **Exhibit "B"** to this Agreement. Payment for each Party's share of the cost of Security Services shall be made within fifteen (15) days of receipt of a copy of the invoice for the costs of the Security Services provided.

4. **Indemnifications.** Each Party to this Agreement hereby agrees to defend, indemnify and hold the other Party harmless for any demands, claims, costs or expenses (including attorney's fees) incurred by the other Party as a result of the indemnifying Party's knowing, willful or negligent breach of this Agreement.

5. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Parties 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.

6. **Term.** This Agreement is effective as of _____, 2018 and shall continue until terminated. Any Party to this Agreement may terminate this Agreement by providing sixty (60) days' notice, in writing, to the other Party, at the address set forth herein, in accordance with Section 8. of this Agreement.

7. **Default.** In addition to the other remedies provided in this Agreement, if any Party shall default in the performance of any of its obligations hereunder and such default shall continue for fifteen (15) days without cure after written notice from the other Party to the defaulting Party designating such default, the Party not in default may thereafter terminate this Agreement upon ten (10) days written notice to the other Party and shall thereafter have such additional remedies as are allowed by law or equity under Florida law.

8. **Notices.** For the purpose of this Agreement, notice shall be deemed given upon hand delivery (which shall include delivery by overnight courier service such as Federal Express) to the other Party, or three (3) days after the date of mailing of the notice by certified mail, return receipt requested. All notices required or given hereunder shall be addressed to the Parties at their respective address as set forth in this Agreement or as may be subsequently changed with proper notification to the other Party.

9. **Severability.** If any provision of this Agreement or application to any Party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby and each provision hereof shall be valid and shall be enforceable to the fullest extent permitted by law.

10. **Entire Agreement; Amendments.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof and no alteration, amendment or interpretation hereof shall be binding unless in writing and signed by both Parties.

11. **Governing Law; Attorney's Fees; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. In the event any Party hereto institutes any litigation against the other with respect to this Agreement, the prevailing Party in such litigation shall be entitled to recover, in addition to costs of the suit, a reasonable sum as attorney's fees. Venue for any dispute arising under this Agreement should be in a court of appropriate jurisdiction in Hillsborough County, Florida.

12. **Successors.** This Agreement shall be binding on the successors, assigns, heirs and personal representatives of the Parties hereto.

13. **Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties hereto, each Party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

14. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give G4S or any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all the provisions, representation, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

15. **Effective Date.** This Agreement shall be effective as of the date first set forth above.

16. **Public Records.** Each Party understands and agrees that all documents of any kind provided by either Party in connection with this Agreement may be considered public records in accordance with Florida law.

17. **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.

18. **Heading for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. **Counterparts.** This Agreement may be executed in 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.

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Attest:

Secretary, Board of Supervisors

**WATERSET NORTH COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district pursuant to Chapter 190,
F.S.

By: _____

Name: _____

Title: _____

Attest:

Secretary, Board of Supervisors

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**, a community
development district pursuant to Chapter 190,
F.S.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Agreement Between Waterset North Community Development District and G4S
(including First Amendment dated June 25, 2012 and Second Amendment)



SERVICES CONTRACT

THIS SERVICES CONTRACT is entered into as of May 15, 2012 (the "Commencement Date") between **G4S Secure Solutions (USA) Inc.**, a Florida Corporation with an office located at 405 North Reo Street, Suite 150, Tampa, Florida 33609 ("Contractor"), and Waterset North Community Development District, a not-for-profit Corporation with an office located at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 ("Client") (hereinafter Contractor and Client may be referred to as the "Party" or "Parties").

The Parties hereby agree as follows:

1. SCOPE OF SERVICES.

(a) Contractor shall furnish and/or perform the security services described in Schedule A, attached hereto and incorporated herein by reference, (the "Services") at Client's premises located at Waterset North Community Development District (the "Premises") in accordance with this Services Contract and all past orders or other written guidelines agreed upon by Client and Contractor (the "Contract"). The Client has specified the nature, type and degree of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of this Contract.

(b) Contractor is generally available to perform Emergency Services, subject to the Parties entering a separate Emergency Services Agreement that contains mutually agreeable terms and conditions. Emergency Services include, but are not limited to: (i) acts of government in its sovereign capacity, (ii) fires, (iii) floods, (iv) strikes, (v) acts of terrorism, (vi) unusually severe weather, (vii) riots, (viii) earthquakes, or (ix) other acts of God.

2. BILLING; PAYMENT.

(a) Client shall pay Contractor for the Services as specified in Schedule A. The rates contained in Schedule A shall become effective as of the Commencement Date, and shall remain in force for one (1) year. Notwithstanding, following receipt of written notice from the Contractor, the rates shall be automatically adjusted for any change in costs mandated by law, including but not limited to State licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Workers' Compensation, and/or Federal or State minimum wage laws. In addition, the rates may be adjusted each November 1 for any increased cost for medical insurance premiums. Fees for the Services are exclusive of any local, State or Federal sales or service taxes applicable to the Services. To the extent State law taxes the Services, Contractor shall invoice Client for taxes as required by law. The client is solely responsible for the payment of all such taxes and shall remit to Contractor all such taxes along with payment of each invoice for Services issued hereunder.

(b) The Client agrees to pay Holiday rates for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(c) The Client agrees to pay overtime rates, based on contract billing rates, for any additional hours of Service requested by Client that are performed for less than thirty (30) days.

(d) Contractor will invoice Client weekly for the Services performed. All invoices are due and payable by Client upon receipt. Payments not received by Contractor within thirty (30) days from the date of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, if lower.

3. TERM; TERMINATION; RENEWAL. The Initial term of this Contract shall be for one (1) year beginning on the Commencement Date. The Contract will automatically renew for successive one (1) year periods with a minimum three percent (3%) automatic increase in the labor and non-labor bill rates each renewal year. The Contract may be terminated: (a) effective thirty (30) days from the date of receipt of a written termination notice by either Party; (b) by Contractor for non-payment by Client following twenty-four (24) hours written notice; (c) immediately upon written notice to the Client in the event a Bankruptcy petition is filed or a receiver is appointed by or for the Client; and (d) by either Party effective thirty (30) days from the receipt of written notice to the other regarding the failure of such other Party to perform its duties or obligations hereunder, provided such failure is not cured within the thirty (30) day notice period.

4. DUTIES OF SECURITY OFFICERS. Contractor's security officers assigned to the Premises will perform the Services set forth in the Contract. The security officers will perform the duties assigned to them in accordance with applicable written post orders or guidelines, but shall be under the sole control and direction of Contractor. The security officers, while on duty, shall wear uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner.

5. INSURANCE AND LIMITATION OF LIABILITY. Contractor shall provide a visible presence, and shall deter, observe and report. Contractor is not an insurer of the premises and makes no representation, express or implied, that its services will prevent injury, loss or damage. Contractor shall maintain the following insurance coverage: (i) workers' compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence/ \$1,000,000 general aggregate. Client shall give notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine or penalty (together referred to as "Claim") within thirty (30) days of the occurrence giving rise to the Claim or, with respect to a third-party Claim, within thirty (30) days from receipt of notice of the Claim. No claim, demand or lawsuit regarding any such Claim shall be brought against Contractor by Client unless such notice is given. Contractor's liability under this Contract shall be limited to the limits of Contractor's insurance coverages as set forth above.

6. INDEMNITY. Contractor shall defend and defend the Client (with counsel satisfactory to the Client) and hold them harmless from all claims, liability, loss, damage and expenses (including reasonable attorneys' and paralegal fees) arising out of injury to, or death of, persons (including Contractor's employees), and damage to any and all property, including loss of use thereof, occurring incident to or resulting wholly or in part from, directly or indirectly and negligent act or willful misconduct or omission of Contractor in connection with or arising out of this Contractor or the failure of Contractor to perform under this Contract. This indemnity shall not apply to the extent of Client's

negligence or willful or intentional misconduct. Nothing in this paragraph shall limit the obligations of any Insurer under the terms of any Insurance policy procured or maintained pursuant to this Contract. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the Client's sovereign immunity pursuant to Section 768.28, Florida Statutes.

7. **INABILITY TO PERFORM PROTECTIVE SERVICES.** Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, court order or any other cause over which Contractor does not have direct control.

8. **RECRUITMENT AND TRAINING EXPENSES.** Intentionally deleted.

9. **COMPLIANCE.** Contractor and Client shall comply with all applicable Federal, State and local laws, rules and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. In addition, and in accordance with Section 503 of the Rehabilitation Act of 1973, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job. Further, and in accordance with 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Contractor shall not discriminate against, and will take affirmative action to employ and advance in employment, qualified special disabled veterans, recently separated veterans, and other protected veterans.

10. **SEVERABILITY OF PROVISIONS.** The covenants and provisions contained in this Contract are separate and independent and in the event any section, paragraph or provision hereof shall be declared invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other section, paragraph or provision in this Contract, which should be construed as if such invalid, illegal or unenforceable section, paragraph or provision had never been contained herein.

11. **ASSIGNMENT.** Either party may assign this Contract to a wholly owned subsidiary or corporate affiliate. Absent such affiliation, this Contract shall not be assigned by either Party without the other Party's prior written consent.

12. **GOVERNING LAW.** This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in, and shall be governed by and construed in accordance with the laws of the State where the service is performed.

13. **NOTICE.** Any notice required to be delivered by either Party under this Contract shall be in writing and shall be deemed to have been duly given if either delivered personally or mailed in a registered or certified postpaid envelope deposited in the United States mail addressed to the address of either Party as set forth below:

To Contractor: G4S Secure Solutions (USA) Inc.
405 North Reo Street, Suite 150
Tampa, Florida 33609
Attention: Jim Parrish, General Manager

To Client: Waterset Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attention: Eric Dalley, District Manager

14. **NON-WAIVER.** Any failure of either party to strictly enforce the provisions of this Contract, with the exception of the notice requirement set forth in Paragraph 5 above, shall not constitute a waiver of any contractual rights hereunder, unless such waiver is in writing signed by the waiving party.

15. **INDEPENDENT CONTRACTOR.** The relationship of Contractor to Client under this Contract shall be that of an independent contractor. This Contract shall not be construed to create an employment relationship between the Parties. Contractor shall be responsible for payroll, payroll taxes (including Federal and State Withholding taxes, Federal Social Security taxes and State Unemployment taxes); costs of any background checks, uniforms and all other expenses of Contractor in conjunction with the performance of this Contract.

16. **LICENSES.** Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State, County and/or Municipality where Services are to be performed.

17. **NO THIRD-PARTY BENEFICIARIES.** The Services are being provided only to Client or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor is assuming no duty to protect any other persons or entities or their property. Contractor shall not be liable to any persons or entities not a party to this Contract for any bodily injuries, including death, or property damage.

18. **HAZARDOUS CONDITIONS.** Client warrants and represents that there are no chemical or other hazards that require disclosure to employees of Contractor that have not been disclosed to Contractor under the OSHA Chemical Hazard Communication Standard 1910.1200. Client agrees that, to the extent it is required by law to provide such training to its own employees, it will allow Contractor employees to attend any Hazard Communication Training Program and will provide all training materials to employees of Contractor.

19. **ENTIRE AGREEMENT.** This Contract is the final expression and embodies the entire agreement of the Parties relating to the subject matter hereof. No amendment or modification of this Contract shall be valid or binding upon the Parties unless made in writing and properly executed by Contractor and Client.

20. MISCELLANEOUS.

(a) All references to the Parties shall include the plural as well as the singular, and heirs, legal representatives, successors and permitted assigns, whether the same is masculine, feminine or neutral.

(b) Each individual executing this Contract on behalf of a limited liability company, a corporation, a partnership or any other legal entity (the "entity") represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of the entity, and that this Contract is binding upon said entity in accordance with its terms.

(c) All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

(d) The captions, section numbers and articles appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Contract.

(e) If either Party seeks to enforce this Contract by or through an attorney-at-law, the non-prevailing Party shall pay to the prevailing Party upon demand all costs and expenses incurred by prevailing Party in connection with such enforcement action including, without limitation, reasonable attorneys' fees, expert fees, costs and expenses.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed as of the Commencement Date by a duly authorized agent.

G4S Secure Solutions (USA) Inc.:

By: 

Name: Jim Parrish

Title: General Manager

Date: 5/16/12

CLIENT: Waterset Community Development District

By: 

Name: Alex McLeod

Title: Chairman, Board of Supervisors

Date: 5/25/12

SCHEDULE A

SCOPE OF WORK AND RATES

Scope of Work

Start Date: on or before July 1, 2012

G4S will perform car patrol services at Waterset Community Development District. The Officers will respond to problems and complaints as they occur or as requested by the client. The Officer will report conditions of risk, hazard, or problems needing attention of the client, and take such remedial action as deemed appropriate or in the best interest of the client and G4S when problems occur.

The Officers will be guided by the rules and regulations set down in the G4S Handbook for Security Officers,

State of Florida Division of Licensing and the G4S/Waterset Community Development District Standard Operating Procedures (SOP's) established with the client for the conduct of each post.

BILLING

Total of 70 Billable Hours Per Week

Service Level: Unarmed Custom Protection Officer

Wage/ Bill Rates: \$12.50 minimum wage / \$19.35 straight-time bill rate, \$27.09 overtime/holiday bill rate

Patrol Car: \$850.00 per month plus direct pass through on fuel (note for budgetary purposes we factored in \$250 per month for fuel)

Communications: \$80.00 per month



AMENDMENT NO. 1
To the Services Contract

This Amendment No. 1 to the Services Contract which commenced May 15, 2012 by and between the Waterset North Community Development District ("Client"), a not for profit corporation and G4S Secure Solutions (USA) Inc. f/k/a The Wackenhut Corporation ("Contractor") a Florida corporation is hereby amended as follows:

1. Section 5- Insurance and Limitation of Liability - is amended to include the following:

INSURANCE AND LIMITATION OF LIABILITY. Contractor's naming of Client as an additional insured on its liability policies pursuant to this Agreement shall afford coverage only for the negligent acts or omissions of Contractor pursuant to this Agreement, be limited to the terms and conditions of this Agreement and shall in no event be construed for any purpose so as to make Contractor or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Client or its employees. The additional insured coverage is provided to the extent of the indemnification provision, Article 6.

Contractor shall provide a Certificate of Insurance reflecting the above coverages. The Certificate shall name Waterset Community Development District as additional insured and shall be addressed as follows:

Waterset North Community Development District
3434 Colwell Ave., Suite 200
Tampa FL 33614 USA

All other terms and conditions of the Services Contract remain in full force and effect.

Agreed to and accepted by:

G4S Secure Solutions (USA) Inc.
f/k/a The Wackenhut Corporation

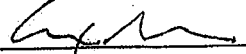
By: _____

Name: Jim Parrish

Title: General Manager

Date: _____

Client WATERSET NORTH CDD

By: 

Name: ALEX McLEOD

Title: CHAIRMAN

Date: 6/25/2012

**SECOND AMENDMENT TO THE SECURITY SERVICES AGREEMENT BETWEEN
WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT AND G4S SECURE
SOLUTIONS (USA) INC.**

This Second Amendment (the "**Second Amendment**") to the Security Services Agreement between Fishhawk Community Development District IV (the "**District**") and G4S Secure Solutions (USA) Inc. ("**G4S**"), dated May 15, 2012, and first amended on June 25, 2012 (the "**Agreement**") is made and entered into this _____ day of _____ 2018, by and between the District, whose address is: 9428 Camden Field Parkway, Riverview, Florida 33578, and G4S, whose address is: 1395 University Boulevard, Jupiter, Florida 33458. The Agreement is attached hereto as **Exhibit "A"**. This Second Amendment amends and supplements the Agreement. All provisions of the Agreement not modified by this Second Amendment shall remain in effect.

The following provisions of the Agreement are hereby modified as follows:

Sections 2. and 3. and the Scope of Work and Rates are amended to reflect that the Bill Rates are increasing by three percent (3%) per hour, commencing September 3, 2018. The new Bill Rates are as follows:

Straight-Time Bill Rate: \$19.93

Holiday Bill Rate (worked): \$27.90

Client Requested Overtime: \$27.90

The rates set forth above shall remain in effect for at least two (2) years from the date of execution of this Second Amendment.

The Total Number of Billable Hours per Week is revised from 70 Hours per Week to _____ Hours per Week.

Section 6. INDEMNITY. The last sentence of Section 6. of the Agreement is removed and replaced with the following:

Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Customer 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 any 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 of by operation of law.

Section 13, NOTICE. Is modified as follows:

To Client

Waterset North Community Development
District
9428 Camden Field Parkway
Riverview, Florida 33578
Attn: District Manager

Section 21. is added to the Agreement as follows:

21. Books and Records; Public Records. G4S 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 thereunder. In connection with this Agreement, G4S 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, G4S must:

- a. Keep and maintain public records required by the Customer to perform the service.
- b. Upon request from the Customer's custodian of public records, provide the Customer 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 G4S does not transfer the records to the Customer.
- d. Upon completion of this Agreement, transfer, at no cost, to the Customer all public records in possession of G4S or keep and maintain public records required by the Customer to perform the service. If G4S transfers all public records to the Customer upon completion of this Agreement, G4S shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If G4S keeps and maintains public records upon completion of the Agreement, G4S shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- e. If G4S does not comply with a public records request, failure to comply shall be considered a default under the terms of the Agreement and applicable law, and Customer shall enforce the Agreement accordingly.

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IF G4S HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE G4S'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TEL: (813) 533-2950; INFO@RIZZETTA.COM; 9428 CAMDEN FIELD PARKWAY, RIVERVIEW, FLORIDA 33578.

G4S SECURE SOLUTIONS (USA) INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

**WATERSET NORTH COMMUNITY
DEVELOPMENT DISTRICT**

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "B"

Allocation of Costs for Security Services Provided

<u>PARTY</u>	<u>SHARE OF COSTS FOR SERVICES PROVIDED</u>
Waterset North Community Development District	80%
Waterset Central Community Development District	20%

Tab 11

RESOLUTION 2019-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE SETTING FORTH A SCHEDULE OF FEES FOR THE USE OF ALL DISTRICT AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Waterset Central Community Development District (hereinafter the “District”) is a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Hillsborough County, Florida.

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs for the operation and maintenance of the District Amenity Facilities; and

WHEREAS, the Board finds that the imposition of fees for the utilization of the District Amenity Facilities and related services is necessary to provide for the expenses associated with the operations and maintenance of the Amenity Facilities, and is in the best interests of the District; and

WHEREAS, the Board finds that the Schedule of Fees outlined in **Exhibit “A”** is just and equitable, and is based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the Amenity Facilities furnished; and

WHEREAS, the District has published the Notice of Proposed Rule Development on September 11, 2018, and the Notice of Proposed Rule on September 12, 2018, and has complied with all applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT;

Section 1. Recitals.

The provisions of the Whereas clauses are true and correct and are incorporated herein as dispositive.

Section 2. Rule Adopting a Schedule of Fees for the Use of All District Amenity Facilities.

The Schedule of Fees and other provisions set forth in **Exhibit “A,”** incorporated herein, are just and equitable and are based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the Amenity Facilities furnished. The Schedule of Fees is adopted for the purpose of providing revenues to operate and maintain the Amenity Facilities, and is hereby approved and confirmed.

Section 3. Severability.

If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

Section 4. Effective Date.

This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 11th day of October 2018.

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Rick Stevens
Chairman

Attest:

Joseph Roethke
Secretary

EXHIBIT "A"

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

**RULE ADOPTING A
SCHEDULE OF FEES FOR
THE USE OF ALL DISTRICT
AMENITY FACILITIES**

October 11, 2018

**The Waterset Club
7281 Paradiso Drive
Apollo Beach, FL 33572**

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DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use together with their appurtenant facilities and areas. These areas include but are not limited to: two (2) swimming pools (a junior Olympic lap pool and a second pool with water slides), a clubhouse with a gathering room, kitchen, fitness center, game room and lounge with televisions, tennis courts, basketball courts, pickleball courts, volleyball courts, a playground, sports fields and a trail system.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Waterset Central Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Waterset Central Community Development District Board of Supervisors.

“District” – shall mean the Waterset Central Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Member” – shall mean any Resident, or any Renter assigned Amenity Facilities Use Privileges in accordance with the Amenity Facilities Policies.

“Non-Resident” – shall mean any person or family that does/do not own property within the District or within the Waterset North Community Development District, and who is not a Renter who has been assigned Amenity Facilities Use Privileges in accordance with the policies of the District.

“Non-Resident Member” – shall mean Non-Resident who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Members, and Non-Resident Members who are fourteen (14) years of age and older.

“Renter” – shall mean any person or Family residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

“Adult” – shall be considered any person eighteen (18) years of age or older.

“Minor” – shall be considered any person under eighteen (18) years of age.

ANNUAL USER FEE STRUCTURE

The Annual User Fee for any Non-Resident is \$2800.00 per individual or Family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Waterset Central Community Development District. The Annual User Fee allows the use of all Amenity Facilities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This Annual User Fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application for membership. Such Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This Non-Resident membership is not available for commercial or business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FEE SCHEDULE OF THE RENTAL OF THE WATERSSET CLUB

The following Fee Schedule is adopted for the rental of The Waterset Club Gathering Room:

Rental Fee for Use of The Waterset Club Gathering Room from 12:00 – 5:00 p.m. (for Owners and Renters of Property within the District and Non-Resident Members).	\$ 150.00
*If the renting party will have alcohol on-site, an additional \$100 will be added to the Rental Fee.	* +\$100 if Alcohol is added
Rental Fee for Use of The Waterset Club Gathering Room from 6:00 – 11:00 p.m. (for Owners and Renters of Property within the District and Non-Resident Members)	\$ 200.00
*If the renting party will have alcohol on-site, an additional \$100 will be added to the Rental Fee.	* +\$100 if Alcohol is added

RULE AND FEE SCHEDULE ADOPTION PROCESS **SUMMARY**

The Rule adopting a Fee Schedule for the Use of all District Amenity Facilities was adopted at a noticed Public Hearing by the Board of Supervisors for the Waterset Central Community Development District on _____, 2018.

Attest:

**WATERSSET CENTRAL
COMMUNITY DEVELOPMENT
DISTRICT**

Assistant
Secretary

Tab 12



Unparalleled Property Services

Waterset Central CDD
7281 Parasido Drive
Apollo Beach, FL 33572
813-677-2114
bmazzoni@castlegroup.com

CENTRAL CDD MANAGEMENT REPORT

September 2018

REQUESTS FOR CONSIDERATION BY BOARD OF SUPERVISORS:

- Under "General Facility Provisions" section (4) of the Policies for All Amenity Facilities, the Board is authorized to limit the hours of operation for the Clubhouse on Christmas Eve and New Year's Eve. Community Director request that Board determine and set an appropriate closing time to allow staff members the opportunity to enjoy additional time with their families. **Recommendation: Closure of Waterset Club at 12:30pm.**
- **Copier/ Printer:** We have obtained multiple proposals for a copy machine to be used at the Waterset Club office. This is needed for several critical CDD and HOA functions, including scanning and copying amenity access materials, printing rules and preparing welcome packets. **No Action Required By Central At This Time**

Operations and Maintenance Report

Location	Name of Amenity	Description of Maintenance Need
Waterset Club	Shed	A/C needs repair/ under warranty
Waterset Club	various	Signs to be ordered and installed / lettering to be added to doors
Waterset Club	Clubhouse	Rodent Issue - To be addressed by Nvirotech after repairs made by GC
Waterset Club	Fitness	Broken Machine- Vendor scheduled to inspect and repair
Waterset Club	Clubhouse	Issue with Security cameras- Unable to view. Vendor scheduled to review issue

Completed Construction/ Office Transition Follow-Up items

- The handles on the doors from the restrooms and fitness Center leading out to the courts were not locking well. **COMPLETED**
- Broken wood light fixture in game room was repaired by Barry. **COMPLETED**
- One of the cabinet doors in the Game/Theatre room fell off. Several of the cabinets are not centered and they are hard to open. Broken entertainment cabinet doors were replaced, and the locks adjusted. **COMPLETED**
- Stools for kitchen area in the Gathering Room were ordered and assembled. **COMPLETED**

- The welcome desk was not functional. An extension was approved and has been installed. **COMPLETED**
- Faucet in the kitchen had no running water. The faucet was defective and was replaced. **COMPLETED**
- The transformer on the Simon Says game at the playground was defective and has been replaced.
- Several bricks from the outside façade of the building fell off and have been replaced. **COMPLETED**
- Office and maintenance supplies were purchased for the central office, including additional phone handsets, storage shelves for supplies and maintenance, chalk for the chalk wall and a shelf for the manager's office. **COMPLETED**
- The self-closing latch on two of the pool gates are not functioning properly. We have been told they need additional springs to support the self-closure hinges. **COMPLETED**
- The second toilet in the Women's bathroom has been repaired twice by Álvarez Plumbing. The auto-flusher has burst, and water has been sprayed across the floors. **COMPLETED**
- Hive – After multiple tries, the technicians need to return to adjust the system. **COMPLETED**
 - Currently, the cable on the TVs is not functioning in the theater room or the right gym TV.
 - The master remote for the system loses connectivity in the fitness room.
 - The settings on the system keep resetting, cause the music to revert to higher volume levels.
 - The Dance Revolution pad has not been consistently working.
 - The technician took the three Mature Rated X-box games to replace with Everyone or Teen rated games. The technician has the games and will exchange them for more appropriately rated games.
- There are a couple of bricks at the transition from concrete to pavers at the front door that are lifted and could be a trip and fall hazard. This has been communicated to Scott & Joe. **COMPLETED**

Pending Construction / Follow-up List

- Spiders: We are having issues with the spider eggs and spiders on the corners and ceiling of the deck. DaShaun has tried to remove the eggs with his duster and our pressure washer. There is not a enough pressure to remove the egg casings. We may have to rent a high-pressure machine to get it clean. The building was left covered in the cobwebs, dirt and eggs from the construction turnover. Once we get one good clean, it will be more manageable.
- The weather-stripping on the restroom doors needs to be replaced. The housekeepers clean at night and the restrooms are covered in dead bugs the following morning.
- We clean the exterior corners of the building almost every day. There was so much dust, dirt and cobwebs that the edge line under the roof will have to be scrubbed or pressure washed with a stronger machine than we have on-site.
- Paint is peeling on the inside of the doors leading into the Gathering Room. Doors are being repainted
- Pool depth marker on the lap pool that should read 4'3" should read 4'6".
- There should be a dimmer switch installed on the lights over the welcome desk as they are too bright when turned on.

UPCOMING EVENTS:

- **Wine Down – (Landing) October 19th**
- **Waterset Halloween Kickoff Event (Landing) – October 31st**
- **Newland Realtor Event – November 1st (Waterset Club – Gathering Room)**
- **Home for The Holidays – (Landing) December 9th**