



Rizzetta & Company

Waterset North Community Development District

Board of Supervisors' Meeting March 26, 2024

**District Office:
2700 S. Falkenburg Rd. Ste 2745
Riverview, Florida 33578
813.533.2950**

www.watersetnorthcdd.org

**WATERSET NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Waterset Club, 7821 Paradiso Drive, Apollo Beach, FL 33572

Board of Supervisors	Alex Wohlhueter	Chairman
	TJ Pyche	Vice Chairman
	Trish Cianci- Deckard	Assistant Secretary
	Mike Tobin	Assistant Secretary
	Paul Anderson	Assistant Secretary
District Manager	Ruben Durand	Rizzetta & Company, Inc.
District Counsel	Brandon Pownall	Fishback Dominic Law, PA
District Engineer	Stephen Brletic	BDI

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 1-800-955-8771 (TTY) or 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 NORTH COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.WatersetNorthCDD.org

**Board of Supervisors
Wateraset North Community
Development District**

March 25, 2024

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wateraset North Community Development District will be held on **Tuesday, March 26, 2024, at 6:00 PM** at the Wateraset Club, located at 7281 Paradiso Drive, Apollo Beach FL, 33572.

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - C.** Landscape & Irrigation
 - i. Presentation of Landscape Inspection Report Tab 1
 - ii. Landscape Contractor Update Tab 2
 - iii. Landscape Contractor Responses Tab 3
 - D.** Aquatics Lake Management
 - i. Presentation of Waterway Inspection Report Tab 4
 - E.** Clubhouse Manager
 - i. Presentation of Property Management Report Tab 5
 - F.** District Manager
- 4. BUSINESS ITEMS**
 - A.** Consideration of Landscape Proposals Tab 6
 - B.** Discussion on Investment of Funds
- 5. BUSINESS ADMINISTRATION**
 - A.** Consideration of Minutes of Board of Supervisors' Regular Meeting held on February 27, 2024..... Tab 7
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. If you have any questions, please do not hesitate to call us at (813) 533-2950.

Sincerely,

Ruben Durand

Ruben Durand
District Manager

Tab 1

WATERSET NORTH

LANDSCAPE INSPECTION REPORT



March 15, 2024
Rizzetta & Company
John R. Toborg – Division Manager
Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Upcoming Events, The Landing

General Updates, Recent & Upcoming Maintenance Events

- During the month of April, all St. Augustine turf shall receive an application of 1015 lbs. (20+ 50 lb. bags) of 21-0-0 fertilizer. Additionally, all Bahia turf shall receive an application of 2525 lbs. (50+ - 50 lb. bags) of 21-0-0 fertilizer. Also, all Zoysia turf shall receive an application of 4640 lbs. (92+ - 50 lb. bags) of 21-0-0 fertilizer and all Bermuda turf shall receive an application of 1150 lbs. (23 - 50 lb. bags) of 16-0-8 fertilizer.
- Sunrise to notify STAFF and Landscape Specialist at least one week prior to the application being scheduled. Then on the day of application, Sunrise is to notify staff so that staff can verify quantity and fertilizer types and write how many bags have been delivered, what it is being used for and date it on the label. This will need to be sent to me for verification.

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

1. We need to repair a NO MOW sign along the wetland edge adjacent to the storage unit at the Landing. (Pic 1)



4. In the bed where we recently had Dwarf Asian Jasmine replaced between the Landing and outdoor pavilion, we need to make sure we have additional irrigation drip lines added or micro-jets on fixed spray heads, so they do not get knocked over or damaged. (Pic 4>)

5. The Bermuda within the pool area is being maintained too high. Optimum grow height for Celebration Bermudagrass is 1". Treat weeds in this turf. (Pic 5>)



2. Crews are not mowing/line trimming all the way down to the water's edge on some of the ponds in the community – including the large pond north of the Landing.
3. Most of the Muhlygrasses surrounding the Landing pool deck are still loaded with Sand Vetch. This needs to be eradicated. (Pic 3>)



The Landing

6. The interior bed on the Landing pool deck is very weedy. There are also new Dw. Asian Jasmine plants here. **Are these getting sufficient water. Are additional drip lines or micro-jets needed?** These were installed by Sunrise and do not appear to be surviving. (Pic 6>)



7. I've asked Sunrise to take root/tissue samples of some of the Mammy Crotons in the bed adjacent to the Landing gym. If there is something fungal in nature here, we need to know before spending any more time or money on this bed. (Pic 7>)
8. Remove a couple damaged Muhlygrasses on an island in the Landing parking lot. Treat all fire ant mounds. (Pic 8>)



9. The outer perimeter turf surrounding the Park Strand north cul-de-sac is extremely weedy.



Coqui Park, Pond 15 Palms

10. Treat weeds in Coqui Park turf. This pic is taken near the south end. There are also a lot of weeds in the pebble beds within Coqui Park. (Pic 10)



11. Crape Myrtles in Coqui Park still need to be trimmed.



12. There are several more Washington Palms dying or already dead surrounding Pond 15. We have previously lost three others here. These were the original palms on the property transplanted from the Waterset Blvd. medians. I will request a proposal for their removal in the proposal section. (Pics 12a, b, c & d>)



Pond 15, Knowledge, Maiden Sea

13. Line trim the entire perimeter of this black aluminum fencing on the north side of Pond 15. (Pic 13 & below)



14. In addition to line trimming the fence line shown above, crews must also improve their mowing/line trimming surrounding the double rows of Washington Palms along this trail area surrounding Pond 15. (Pic 14)



15. Are the drip lines wrapped around the Washington Palm trunks above still running?

16. Compare the irrigation run times on the north side of Milestone under the power lines and just east of the power lines. There is a marked difference in the color of the turf, however, it might also be due to St. Augustine VS Zoysia.

17. There is an Oak on the inbound lanes of Knowledge toward the school that needs de-mossed.

18. Remove sand vetch from the ornamental grass beds at Alabaster and Milestone.

19. Of all the Drake Elms on Maiden Sea, only one has flushed out leaf growth. We will continue to monitor. (Pic 19)



20. Turf is weedy on both sides of Maiden Sea at the mail kiosk area.



Crestpoint, Blue Sail, Porkchop Park, Paradiso

21. Variegated Confederate Jasmine (VCJ) also continues to fail on the Crestpoint (CP) cul-de-sacs. A couple months ago CP 2 did not need any VCJ infills – now it does. I am very hesitant to continue with a proposal to provide more infills until we know WHY this plant continues to fail. Like the Summer Sunset Jasmine on Maiden Sea, I've asked Sunrise to take tissue samples (including roots) of dead plants and marginal healthy plants to a lab to determine if there is a fungal or other cause.

22. Like other areas, this corner of Blue Sail Porkchop Park has still not been infilled with VCJ plants. This bed, although NOT part of the original infills provided by Sunrise, continued to fail during the entire waiting period as well as after the enhancements were made. I would like Sunrise to fill this bed as they did others and [I want Ballenger & Co. to re-visit the irrigation here and ensure there are enough drip lines, and they are where they need to be.](#) (Pic 22)

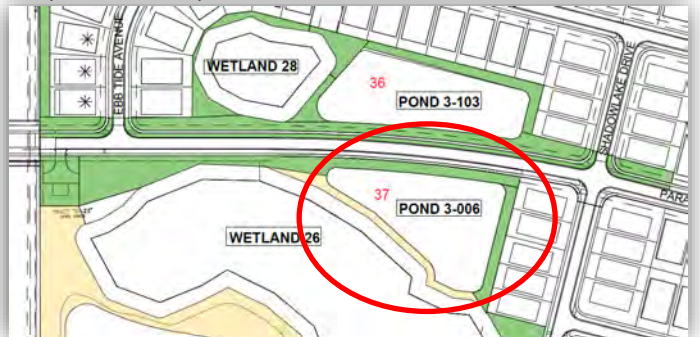


23. Crews are not returning to fire ant mounds after the mound has died to re-expose any turf or mulch. This is in Heirloom Park. (Pic 23>)

24. This is a yellowing pine tree on the north side of Paradiso, west of Ebb Tide. We will continue to monitor. We did not identify any pin holes which may indicate pine borers. (Pic 24)



25. Crews did not line trim or mow down to the water's edge on Pond 3-006 (37) on the south side of Paradiso, west of Shadowlake. (see below)



Paradiso, Shadowlake, Waterset Blvd., Lantern Park, Lakeside

26. Is this new replaced Oak tree on the north side of Paradiso west of Shadowlake getting at least 30-40 gallons of water 2-3 times per week? (Pic 26)



27. Trim the Variegated Confederate Jasmine at the mail kiosk on the south leg of Shadowlake. Make sure trimmers have been disinfected in case the cause of the failing Jasmine throughout the property is fungal in nature.

28. Remove volunteer Brazilian Pepper in the singular landscape bed in the lawn on the west side of the west leg of Shadowlake.

29. There remains a damaged irrigation valve box on the WS Blvd. median south of Paradiso. Who will be replacing this? BCI or Sunrise?

30. When Sunrise replaced the Helen Johnson "Dwarf" Bougainvillea on the WS Blvd. median just north of Paseo Al Mar (PAM), they included a full-size plant. This needs to be removed and replaced with the dwarf variety. This bed also does not appear to be all thriving. Diagnose and treat accordingly.

31. What is the update regarding the turf on the north ROW of PAM west of WS Blvd. This has been in my report for several months. (Pic 31>)

32. Eradicate expansion joint weeds in the mail kiosk area at Heirloom Park.

33. Hand pull Brazilian Pepper from the Feijoa on the SW corner of Lantern Park. (Pic 33)



34. Hand pull sand vetch from the Buddleia in the butterfly garden within Lantern Park.

35. Inspect yellowing Feijoa on the south side of Lantern Park. Diagnose and treat accordingly. (Pic 35>)

36. Is there a target specific herbicide for sand vetch? The bed of ornamental grasses on the NE corner of Lantern Park is loaded with it.

37. Pin drip lines below the mulch behind the bench in the totlot area of the Lakeside Amenity.



Lakeside Amenity, Covington Garden Drive, Hourglass Park

38. Bermuda turf inside the Lakeside Amenity as also being maintained too high.

39. What is the irrigation duration and frequency at Wave's End Park turf?

40. Turf is also not greening p as it should along both sides of Covington Garden Dr. (CGD) between Park Shore and Lantern Park. What is the irrigation duration and frequency here? (Pic 40)



41. Sunrise to get the turf weeds under control on the west side of CGD between Milestone and Tideline, both in the ROW and behind the sidewalk.

42. There are still no replacement Variegated Confederate Jasmine in the Hourglass Park Porkchop island. When can we expect these?

43. Crape in Bowspirit Park and the buffer next to the first house on the south side of Tideline at CGD still need to be trimmed.

44. Lean up all WS Blvd. median beds between Milestone and Covington Stone.



Proposals

1. Sunrise/Ballenger & Co. to provide a proposal(s) to re-do the irrigation drip tube layout in this area adjacent to the Lakeside Amenity totlot where several Washington Palms were removed. We need to have driplines (12" oc emitters @ 1 gph) no further than 18" apart pinned to the ground prior to landscape being installed. Sunrise to provide a proposal to install 3 Gal., FULL Xanadu Philodendron, *Philodendron 'Xanadu'* on 30" centers. (Pic 1)
2. There are several more Washington Palms dying or already dead surrounding Pond 15. Sunrise to provide a proposal for all five to six (5 - 6) removals. (Pics 2a, b, c & d>)



replace with a 3" caliper Sweet Gum, *Liquidambar styraciflua "rotundiloba"*. Proposal must also include a working flood bubbler attached to a Gator Bag as well as the construction of a 8" – 10" tall water saucer constructed around the entire root ball. (Pic 3>)

4. Sunrise to provide a proposal to completely remove (including stump) a dead Pine tree on the west side of Milestone before getting to Alabaster and replace with a new 10'- 12' Slash Pine. Include water saucer, gator bag and flood bubbler in proposal. (Pic 4>)

3. Sunrise to provide a proposal to remove a failing Red Maple on the east side of Knowledge approaching the school and



Proposals

5. Ballenger and Co. to provide a proposal to convert the irrigation on the Maiden Sea cul-de-sac from drip lines to spray zone(s). The Summer Sunset Jasmine is continuing to fail counter-clockwise around the cul-de-sac and several areas are dry. I also want Sunrise to take tissue samples of dead material as well as marginal healthy material to a lab to determine if there is any type of fungus. Before money is spent here, we need to determine what is causing this plant to die and thus far, nothing provided has been definitive. (Pics 5a & b>)



6. Sunrise to provide a proposal to replace the removed, failed Gold Mound on the east side of the west leg of Shadowlake, north side of Paradiso with 3 Gal., FULL Sweet Viburnum on 30" centers. Communicate with Ballenger & Co. so that irrigation is also retrofitted and providing adequate water. (Pic 6>)



Proposals



Tab 2



Enhancing landscape with water-conscious techniques

March 21, 2024

**RE: Waterset North Irrigation Maintenance Report
Response to Landscape Maintenance Report dated 03/15/2024**

Routine maintenance was conducted throughout the month and all arms were addressed as quickly as possible.

In addition to routine maintenance, the following issues were addressed:

- Field Inspection Report # 4 - Checked irrigation in bed where new Dwarf Asian jasmine were installed. Instead of adding drip we added some micro jets to the bed. We found in the past it is a low lying area and water tends to collect. By doing this, we can cycle through the soaked area, and we will continue to monitor.
- Field Inspection Report # 6 - With such a small bed, we will install micro sprays in a couple of the beds and evaluate the area. By doing this, we can get water down quicker without flooding the area. The only concern would be foot traffic and kids playing in the area.
- Field Inspection Report # 7 - I know it was not highlighted for irrigation, but just wanted to give a little background on what has been done in the past. In the afternoons, the front of the building is in direct sunlight, so micro sprays were installed to help with the afternoon heat, as well as cycle soaking the area. Any plants to be replaced or installed in the area must be monitored very closely.
- Field Inspection Report # 15 - Valve for area has been shut down and turned off, I have instructed my irrigation crew to start removing old drip that has been cut over several months. If any trees are to be replaced, we will have to revisit the area. All trees have been established for many years.
- Field Inspection Report # 16 - Zone 37 on Controller I had a bad wire splice at the valve. The splice has been repaired. The runtime and days have been added to the zone. It runs three (3) days a week for 35 minutes. Once the area starts greening up, we will start cutting back to the original programming.
- Field Inspection Report # 22 - After investigating the area, we found several driplines buried deep in the mulch, as well as palm roots starting to choke lines. We will attempt to restore the area. If unable to restore, we will submit a proposal to replace the drip lines in the bed.

**3840 68th Ave. N. Pinellas Park, FL 33781
Telephone 727-520-1082**

- Field Inspection Report # 26 – There was an alarm on the Controller 3G, which caused the system to shut down. We were able to bypass the decoder temporarily to get water back on the tree until our proposal is approved. We submitted Proposal #E240115 on 03/19/2024, a copy is attached. We followed up and the irrigation bag is working as well.
- Field Inspection Report # 29 – We have been in contact with Sunrise Landscape, and they have agreed to purchase the valve box lids. Ballenger Landcare will start installing the lids during routine maintenance checks.
- Field Inspection Report # 39 - At Waves End Park, Technician reported a problem with the master valve, which opens the mainline. We were able to adjust and added an extra day to the controller. Currently it is running three (3) days a week, sprays 30 minutes, and rotors at 45 minutes. We will continue to monitor and adjust accordingly.
- Field Inspection Report # 40 – The same controller that operates Waves End Park, operates this area as well. It has been repaired and maintenance was just completed on 03/18/2024 on the controller.

PROPOSALS REQUESTS:

#1 – Ballenger Landcare is pleased to report that the irrigation has been replaced and it is operating more efficiently and effectively for the new plant material. We will continue to monitor the irrigation.

#5 – We have submitted our Proposal #E240017 and awaiting approval, to remove the existing drip irrigation at Maiden Sea Drive, in the cul-de-sac, and install new irrigation sprays.

Now that we have entered the spring months, we have already started making adjustments to the IMMS Controlled ET system. This spring, we will manually be inputting the information for run times for certain areas along Waterset Blvd. and Milestone Dr. We would like to see if we can make a difference in turf hotspots. On the east side of Waterset Blvd. and Big Bend Rd. at the entrance, the new turn lane is almost complete. There is damage to the turf irrigation system, which will need to be addressed when construction is complete. We will continue to follow up.

Please let me know if you have any questions or need additional information.

Sincerely,

bY↑ÖÖY

Paul Vlana
Irrigation Manager



Enhancing landscape with water-conscious techniques

March 19, 2024

Waterset North CDD
3162 S. Falkenburg Road
Riverview, FL 33578

Estimate #E240115

Re: Report Item #26 - Paradiso & Shadowlake

Ballenger Landcare hereby submits a to replace the faulty Hunter Decoder and Hunter Solenoid at the oak tree on the north side of Paradiso west of Shadowlake, referenced in the Landscape Report Item #26, for the total sum of: **Seven Hundred Dollars (\$700.00)**

Notes:

1. Prices are good for thirty (30) days.

Thank you,

Paul Vlana, Jr.

Irrigation Manager



APPROVED:

Waterset North CDD

Date

3840 68th Ave. N. Pinellas Park, FL 33781
Telephone 727-520-1082

E240115 – North side of Paradiso west of Shadowlake

26. Is this new replaced Oak tree on the north side of Paradiso west of Shadowlake getting at least 30-40 gallons of water 2-3 times per week? (Pic 26)





Enhancing landscape with water-conscious techniques

March 19, 2024

Waterset North CDD
3162 S. Falkenburg Road
Riverview, FL 33578

Estimate #E240117

Re: Maiden Sea Dr. – Install Spray Zones

Ballenger Landcare hereby submits a to remove existing drip irrigation at Maiden Sea Drive, in the cul-de-sac, install new irrigation sprays, for the total sum of, not to exceed: **Three Thousand Dollars (\$3,000.00)**

Notes:

1. Proposal was requested in the Landscape Inspection Report, Item 5B, dated 03/15/2024.
2. Prices are good for thirty (30) days.

Thank you,

Paul Vlana, Jr.

Irrigation Manager



APPROVED:

Waterset North CDD

Date

3840 68th Ave. N. Pinellas Park, FL 33781
Telephone 727-520-1082

E240117 – Maiden Sea Dr. – Install Spray Zones
Landscape Inspection Report - Item 5B dated 03/15/2024

5. Ballenger and Co. to provide a proposal to convert the irrigation on the Maiden Sea cul-de-sac from drip lines to spray zone(s). The Summer Sunset Jasmine is continuing to fail counter-clockwise around the cul-de-sac and several areas are dry. I also want Sunrise to take tissue samples of dead material as well as marginal healthy material to a lab to determine if there is any type of fungus. Before money is spent here, we need to determine what is causing this plant to die and thus far, nothing provided has been definitive. (Pics 5a & b>)



Tab 3

WATERSET NORTH

LANDSCAPE INSPECTION REPORT



March 15, 2024
Rizzetta & Company
John R. Toborg – Division Manager
Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Summary of Comments on Slide 1

This page contains no comments

Upcoming Events, The Landing

General Updates, Recent & Upcoming Maintenance Events

- During the month of April, all St. Augustine turf shall receive an application of 1015 lbs. (20+ 50 lb. bags) of 21-0-0 fertilizer. Additionally, all Bahia turf shall receive an application of 2525 lbs. (50+ - 50 lb. bags) of 21-0-0 fertilizer. Also, all Zoysia turf shall receive an application of 4640 lbs. (92+ - 50 lb. bags) of 21-0-0 fertilizer and all Bermuda turf shall receive an application of 1150 lbs. (23 - 50 lb. bags) of 16-0-8 fertilizer.
- Sunrise to notify STAFF and Landscape Specialist at least one week prior to the application being scheduled. Then on the day of application, Sunrise is to notify staff so that staff can verify quantity and fertilizer types and write how many bags have been delivered, what it is being used for and date it on the label. This will need to be sent to me for verification.

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

1. We need to repair a NO MOW sign along the wetland edge adjacent to the storage unit at the Landing. (Pic 1)



4. In the bed where we recently had Dwarf Asian Jasmine replaced between the Landing and outdoor pavilion, we need to make sure we have additional irrigation drip lines added or micro-jets on fixed spray heads, so they do not get knocked over or damaged. (Pic 4>)




5. The Bermuda within the pool area is being maintained too high. Optimum grow height for Celebration Bermudagrass is 1". Treat weeds in this turf. (Pic 5>)



2. Crews are not mowing/line trimming all the way down to the water's edge on some of the ponds in the community – including the large pond north of the Landing.

3. Most of the Muhlygrasses surrounding the Landing pool deck are still loaded with Sand Vetch. This needs to be eradicated. (Pic 3>)



-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:29:54 AM
5. Bermuda grass area located in The Landing was treated with Post Emergent Herbicide to control exiting broadleaf weds and sedges.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:26:15 AM
2. Due to the rain delay, this will be done next week, week of March 25th.
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:29:31 AM
3. This was completed Wednesday March 20th. Will continue to comb through and remove sand vetch, as we are seeing it throughout the community.

The Landing

- ¹ 6. The interior bed on the Landing pool deck is very weedy. There are also new Dw. Asian Jasmine plants here. **Are these getting sufficient water. Are additional drip lines or micro-jets needed?** These were installed by Sunrise and do not appear to be surviving. (Pic 6>)




9. The outer perimeter turf surrounding the Park Strand north cul-de-sac is extremely weedy.




- ⁷ 3. I've asked Sunrise to take root/tissue samples of some of the Mammy Crotons in the bed adjacent to the Landing gym. If there is something fungal in nature here, we need to know before spending any more time or money on this bed. (Pic 7>)
- ⁴ 4. Remove a couple damaged Muhlygrasses on an island in the Landing parking lot. Treat all fire ant mounds. (Pic 8>)




 Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:32:09 AM


6. Weeds were removed from this area and treated Friday March 15th. As temps continue to rise, we will make sure to keep an eye on growth of weeds and treat as needed.

 Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:42:24 AM

9. Will treat these weeds again the week of March 25th.

 Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:32:25 AM

7. We will follow up with the lab regarding pending plant samples results.

 Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:33:16 AM

8. Fire ant mounds were treated with Ant Bait. Muhly grasses were removed as well on March 15th.

Coqui Park, Pond 15 Palms

1



0. Treat weeds in Coqui Park turf. This pic is taken near the south end. There are also a lot of weeds in the pebble beds within Coqui Park. (Pic 10)



2




1. Crape Myrtles in Coqui Park still need to be trimmed.


3




2. There are several more Washington Palms dying or already dead surrounding Pond 15. We have previously lost three others here. These were the original palms on the property transplanted from the Waterset Blvd. medians. I will request a proposal for their removal in the proposal section. (Pics 12a, b, c & d>)



 Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:34:12 AM
10. Broadleaf weeds and sedges at Coqui Park were treated with Post-emergent Herbicide.

 Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:36:48 AM
11. Due to rain delay late in the week of March 18, this will be completed week of March 25th.

 Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:37:10 AM
12. Proposal included in this month's responses.

Pond 15, Knowledge, Maiden Sea

3. Line trim the entire perimeter of this black aluminum fencing on the north side of Pond 15. (Pic 13 & below)



4. In addition to line trimming the fence line shown above, crews must also improve their mowing/line trimming surrounding the double rows of Washington Palms along this trail area surrounding Pond 15. (Pic 14)



15. Are the drip lines wrapped around the Washington Palm trunks above still running?

16. Compare the irrigation run times on the north side of Milestone under the power lines and just east of the power lines. There is a marked difference in the color of the turf, however, it might also be due to St. Augustine VS Zoysia.

17. There is an Oak on the inbound lanes of Knowledge toward the school that needs de-mossed.







18. Remove sand vetch from the ornamental grass beds at Alabaster and Milestone.

19. Of all the Drake Elms on Maiden Sea, only one has flushed out leaf growth. We will continue to monitor. (Pic 19)



20. Turf is weedy on both sides of Maiden Sea at the mail kiosk area.



-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:39:10 AM
13. This was completed Friday March 15th. Christian and I will continue to check in with this area to make sure it remains maintained.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:40:03 AM
17. Due to rain delay this week, this will be completed week of March 25th.
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:40:14 AM
18. 17. Due to rain delay this week, this will be completed week of March 25th.
-
-  Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:41:19 AM
19. Can Ballenger double check irrigation for these Drakes just in case?
-
-  Number: 5 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:39:24 AM
14. This was completed Friday March 15th. Christian and I will continue to check in with this area to make sure it remains maintained.
-
-  Number: 6 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:41:40 AM
20. Broadleaf weeds and sedges at Maiden Sea Mail Kiosk were treated with Post-emergent Herbicide.
-

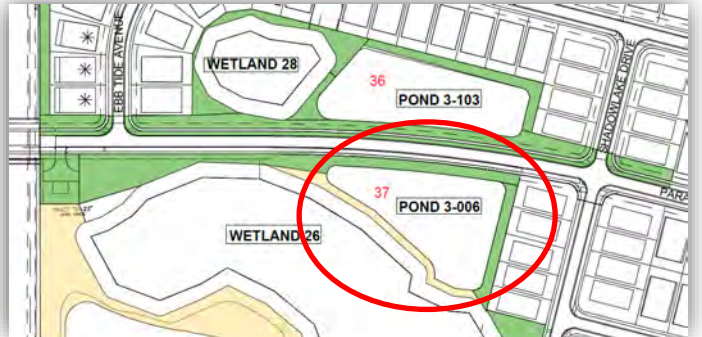
Crestpoint, Blue Sail, Porkchop Park, Paradiso

21. Variegated Confederate Jasmine (VCJ) also continues to fail on the Crestpoint (CP) cul-de-sacs. A couple months ago CP 2 did not need any VCJ infills – now it does. I am very hesitant to continue with a proposal to provide more infills until we know WHY this plant continues to fail. Like the Summer Sunset Jasmine on Maiden Sea, I've asked Sunrise to take tissue samples (including roots) of dead plants and marginal healthy plants to a lab to determine if there is a fungal or other cause.

24. This is a yellowing pine tree on the north side of Paradiso, west of Ebb Tide. We will continue to monitor. We did not identify any pin holes which may indicate pine borers. (Pic 24)








25. Crews did not line trim or mow down to the water's edge on Pond 3-006 (37) on the south side of Paradiso, west of Shadowlake. (see below)



23. Crews are not returning to fire ant mounds after the mound has died to re-expose any turf or mulch. This is in Heirloom Park. (Pic 23>)



Page: 6

-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:47:29 AM
24. Pine tree was drenched with systemic insecticide and liquid fertilizer.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:41:55 AM
21. We will follow up with the lab regarding pending plant samples results.
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:44:56 AM
22. Once Ballenger gives me the green light for irrigation in this area, we can fill in with Variegated Confederate Jasmine. Do we want to include this spot in tissue sample testing?
-
-  Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:47:52 AM
25. This has been corrected; done March 20th.
-
-  Number: 5 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:46:54 AM
23. This particular area was raked out during the week of March 18th, however crews have been instructed to return to previously-treated ant mounds with a rake to smooth out any remaining mounds. I will continue to monitor.

Paradiso, Shadowlake, Waterset Blvd., Lantern Park, Lakeside

26. Is this new replaced Oak tree on the north side of Paradiso west of Shadowlake getting at least 30-40 gallons of water 2-3 times per week? (Pic 26)



32. Eradicate expansion joint weeds in the mail kiosk area at Heirloom Park.

33. Hand pull Brazilian Pepper from the Feijoa on the SW corner of Lantern Park. (Pic 33)



27. Trim the Variegated Confederate Jasmine at the mail kiosk on the south leg of Shadowlake. Make sure trimmers have been disinfected in case the cause of the failing Jasmine throughout the property is fungal in nature.

34. Hand pull sand vetch from the Buddleia in the butterfly garden within Lantern Park.

35. Inspect yellowing Feijoa on the south side of Lantern Park. Diagnose and treat accordingly. (Pic 35>)

28. Remove volunteer Brazilian Pepper in the singular landscape bed in the lawn on the west side of the west leg of Shadowlake.

36. Is there a target specific herbicide for sand vetch? The bed of ornamental grasses on the NE corner of Lantern Park is loaded with it.

29. There remains a damaged irrigation valve box on the WS Blvd. median south of Paradiso. Who will be replacing this? BCI or Sunrise?

37. Pin drip lines below the mulch behind the bench in the totlot area of the Lakeside Amenity.


30. When Sunrise replaced the Helen Johnson "Dwarf" Bougainvillea on the WS Blvd. median just north of Paseo Al Mar (PAM), they included a full-size plant. This needs to be removed and replaced with the dwarf variety. This bed also does not appear to be all thriving. Diagnose and treat accordingly.



31. What is the update regarding the turf on the north ROW of PAM west of WS Blvd. This has been in my report for several months. (Pic 31>)



Page: 7

-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 11:05:53 AM
32. These will be treated during the week of March 25th.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:17:06 AM
33. Brazilian pepper was removed from the Feijoa on March 20th. We found a lot of Brazilian Pepper and palm seedlings in the undergrowth of these shrubs, so we will make sure to keep this on our radar.
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:54:53 AM
27. This will be done week of March 25th. Bleach will be provided for the tools and trimmers. As we get into the growing season, bleach would be a great addition to our arsenal especially if we suspect disease or fungal activity among struggling plants.
-
-  Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:17:31 AM
34. This will be hand-pulled during the week of March 25th.
-
-  Number: 5 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:18:18 AM
35. Fungicide and liquid fertilizer mix was applied via drench and foliar spray.
-
-  Number: 6 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:56:49 AM
28. This was removed on March 20th. We will make sure to return to this area, as Brazilian Pepper is pretty aggressive and fast-growing.
-
-  Number: 7 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:21:34 AM
36. We are currently looking into any options that target specifically sand vetch. In the meantime, we can hand-pull and apply a Pre-Emergent Herbicide.
-
-  Number: 8 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 9:57:48 AM
29. Replacement lids have been given to Ballenger - March 21. Going forward, Paul will notify me of irrigation lids we have damaged and we will supply them directly to Ballenger to place.
-
-  Number: 9 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:01:24 AM
30. A 'Helen Johnson' Bougainvillea will be supplied. Waiting on vendor to confirm; I want to make sure a true Helen Johnson is planted. We will monitor this area and treat accordingly.
-
-  Number: 10 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:13:32 AM
31. Has Ballenger checked the irrigation on this area recently? This area has been treated by GreenCorp over the past few months, but irrigation may be the missing link here.

Lakeside Amenity, Covington Garden Drive, Hourglass Park






- 1 8. Bermuda turf inside the Lakeside Amenity as also being maintained too high.
- 2 43. Crape in Bowspirit Park and the buffer next to the first house on the south side of Tideline at CGD still need to be trimmed.
- 3 39. What is the irrigation duration and frequency at Wave's End Park turf?
44. Lean up all WS Blvd. median beds between Milestone and Covington Stone.

40. Turf is also not greening p as it should along both sides of Covington Garden Dr. (CGD) between Park Shore and Lantern Park. What is the irrigation duration and frequency here? (Pic 40)



- 4 41. Sunrise to get the turf weeds under control on the west side of CGD between Milestone and Tideline, both in the ROW and behind the sidewalk.
- 5 42. There are still no replacement Variegated Confederate Jasmine in the Hourglass Park Porkchop island. When can we expect these?

Page: 8

-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:22:48 AM
38. This inspection took place the day before mowing/maintenance was scheduled for the Lakeside Amenity. This was mowed to the proper height on March 16th.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 11:21:39 AM
43. It has been brought to my attention recently that Sunrise is not able to prune these Crape Myrtles in Bowspirit due to their height. Typically, Sunrise has the ability to prune trees that are less than 15 ft tall. These Crape Myrtles are 20-25 ft +, making them fall just outside of our maintenance scope. Please let me know if you'd like me to provide a proposal to get them pruned ASAP this year.
- The buffer will be done week of March 25th.
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:34:01 AM
44. This will be done week of March 25th.
-
-  Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:23:59 AM
41. Broadleaf weeds and sedges were treated with Post-emergent Herbicide.
-
-  Number: 5 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:41:16 AM
42. Once we confirm quantities, then we can schedule for early April most likely.
-

Proposals

1 Sunrise/Ballenger & Co. to provide a proposal(s) to re-do the irrigation drip tube layout in this area adjacent to the Lakeside Amenity totlot where several Washington Palms were removed. We need to have driplines (12" oc emitters @ 1 gph) no further than 18" apart pinned to the ground prior to landscape being installed. Sunrise to provide a proposal to install 3 Gal., FULL Xanadu Philodendron, *Philodendron 'Xanadu'* on 30" centers. (Pic 1)





2 There are several more Washington Palms dying or already dead surrounding Pond 15. Sunrise to provide a proposal for all five to six (5 - 6) removals. (Pics 2a, b, c & d>)



replace with a 3" caliper Sweet Gum, *Liquidambar styraciflua "rotundiloba"*. Proposal must also include a working flood bubbler attached to a Gator Bag as well as the construction of a 8" – 10" tall water saucer constructed around the entire root ball. (Pic 3>)

4. Sunrise to provide a proposal to completely remove (including stump) a dead Pine tree on the west side of Milestone before getting to Alabaster and replace with a new 10'- 12' Slash Pine. Include water saucer, gator bag and flood bubbler in proposal. (Pic 4>)

3 Sunrise to provide a proposal to remove a failing Red Maple on the east side of Knowledge approaching the school and

-
-  Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:43:46 AM
Proposal #1. This was proposed, approved and completed in the last month. Xanadu plants are on a new-install irrigation schedule to ensure proper coverage.
-
-  Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:44:59 AM
Proposal #2. Included in this month's response (Proposal # 10043).
-
-  Number: 3 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:45:59 AM
Proposal #4. Included in this month's response (Proposal #10106).
-
-  Number: 4 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:44:54 AM
Proposal #3. Included in this month's response (Proposal # 10104).
-


Proposals


5. ¹ Ballenger and Co. to provide a proposal to convert the irrigation on the Maiden Sea cul-de-sac from drip lines to spray zone(s). The Summer Sunset Jasmine is continuing to fail counter-clockwise around the cul-de-sac and several areas are dry. I also want Sunrise to take tissue samples of dead material as well as marginal healthy material to a lab to determine if there is any type of fungus. Before money is spent here, we need to determine what is causing this plant to die and thus far, nothing provided has been definitive. (Pics 5a & b>)



6. Sunrise to provide a proposal to replace the removed, failed Gold Mound on the east side of the west leg of Shadowlake, north side of Paradiso with 3 Gal., FULL Sweet Viburnum on 30" centers. Communicate with Ballenger & Co. so that irrigation is also retrofitted and providing adequate water. (Pic 6>)



 Number: 1 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:46:55 AM
Will follow up with soil tissue results when ready.

 Number: 2 Author: Jessi Milch Subject: Sticky Note Date: 3/22/2024 10:47:20 AM
Proposal #6. Included in this month's response. (Proposal # 10108).

Proposals



This page contains no comments

Tab 4



MONTHLY REPORT

MARCH, 2024



WATERSET NORTH CDD

MILESTONE DR
APOLLO BEACH, FL 33572
47 WATERWAYS



Prepared for: Ruben Durand
Prepared By: Devon Craig

SUMMARY:

With a few warm days the last couple weeks there have been a few minor algae blooms in the ponds as a result of the air temperatures heating up. As we move into spring we anticipate an increase in algae blooms as well as submersed growth. Our team will be active doing prevent applications as well as call back services. We are in great shape going into spring.



Pond #1 Treated for Shoreline Vegetation.



Pond #2 Treated for Algae and Shoreline Vegetation.



Pond #3 Treated for Algae and Shoreline Vegetation.



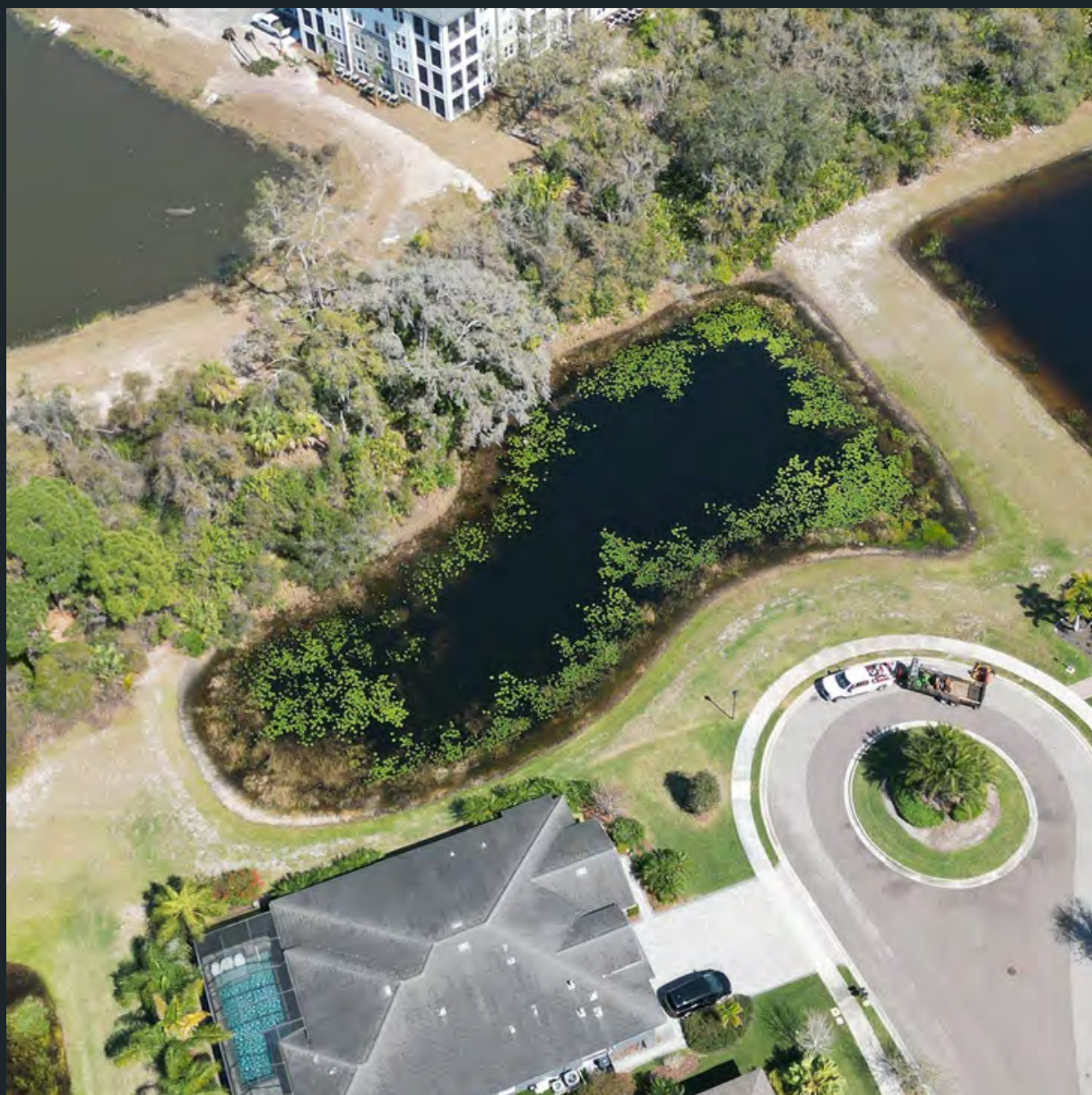
Pond #4 Treated for Algae and Shoreline Vegetation.



Pond #5 Treated for Algae and Shoreline Vegetation.



Pond #6 Treated for Algae and Shoreline Vegetation.



Pond #7 Treated for Shoreline Vegetation.



Pond #8 Treated for Shoreline Vegetation.



Pond #9 Treated for Shoreline Vegetation.



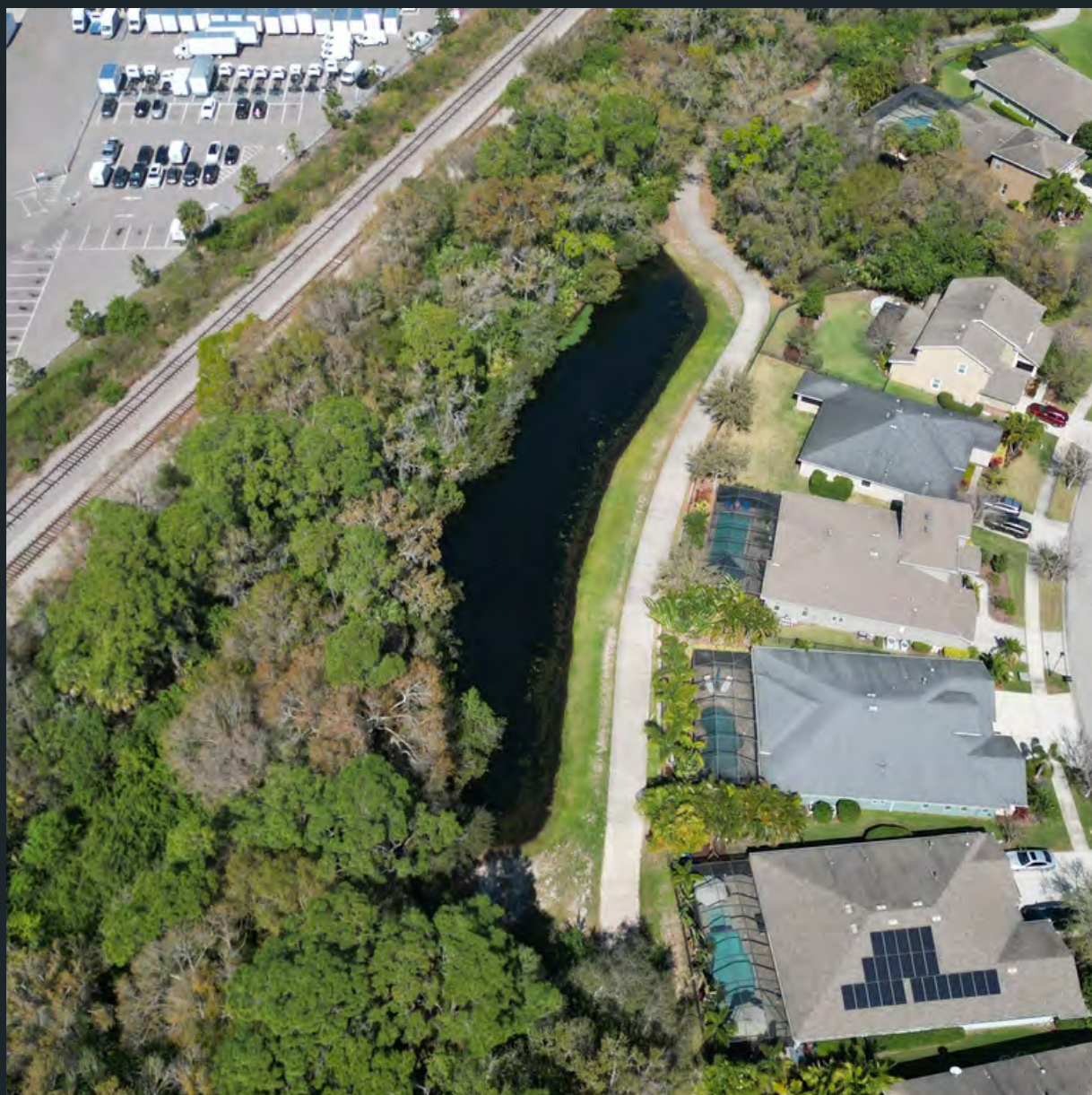
Pond #10 Treated for Shoreline Vegetation.



Pond #11 Treated for Shoreline Vegetation.



Pond #12 Treated for Algae and Shoreline Vegetation.



Pond #13 Treated for Algae and Shoreline Vegetation.



Pond #14 Treated for Algae and Shoreline Vegetation.



Pond #15 Treated for Algae and Shoreline Vegetation.

- 1: Shoreline vegetation has been treated.
- 2: Shoreline vegetation and Algae has been treated.
- 3: Shoreline vegetation and Algae has been treated.
- 4: Shoreline vegetation and Algae has been treated.
- 5: Shoreline vegetation and Algae has been treated.
- 6: Shoreline vegetation and Algae has been treated.
- 7: Shoreline vegetation has been treated.
- 8: Shoreline vegetation has been treated.
- 9: Shoreline vegetation and has been treated.
- 10: Shoreline vegetation has been treated.
- 11: Shoreline vegetation has been treated.
- 12: Shoreline vegetation and Algae has been treated.
- 13: Shoreline vegetation has been treated.

- 14: Shoreline vegetation and Algae has been treated.
- 15: Shoreline vegetation and Algae has been treated.
- 16: Shoreline vegetation has been treated.
- 17: Shoreline vegetation has been treated.
- 18: Shoreline vegetation has been treated.
- 19: Shoreline vegetation has been treated.
- 20: Shoreline vegetation and Algae has been treated.
- 21: Shoreline vegetation and Algae has been treated.
- 22: Shoreline vegetation has been treated.
- 23: Shoreline vegetation has been treated.
- 24: Shoreline vegetation and Algae has been treated.
- 25: Shoreline vegetation and Algae has been treated.
- 26: Shoreline vegetation has been treated.

- 27: Shoreline vegetation has been treated.
- 28: Shoreline vegetation and Algae has been treated.
- 29: Shoreline vegetation has been treated.
- 30: Shoreline vegetation and Algae has been treated.
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- 33: Shoreline vegetation and Algae has been treated.
- 34: Shoreline vegetation has been treated.
- 35: Shoreline vegetation and Algae has been treated.
- 36: Shoreline vegetation has been treated.
- 37: Shoreline vegetation has been treated.
- 38: Shoreline vegetation and Algae has been treated.
- 39: Shoreline vegetation and Algae has been treated.

- 40: Shoreline vegetation and Algae has been treated.
- 41: Shoreline vegetation and Algae has been treated.
- 42: Shoreline vegetation has been treated.
- 43: Shoreline vegetation has been treated.
- 44: Shoreline vegetation has been treated.
- 45: Shoreline vegetation has been treated.
- 46: Shoreline vegetation and Algae has been treated.
- 47: Shoreline vegetation has been treated.
- 48: Shoreline vegetation and Algae has been treated.
- 49: Shoreline vegetation and Algae has been treated.
- 50: Shoreline vegetation and Algae has been treated.
- 51: Shoreline vegetation and Algae has been treated.

Tab 5



Waterset North Community Development District
7012 Sail View Lane, Apollo Beach, FL 33572

Community Director Report
March 2024 Meeting



Unparalleled Property Services

Administrative

CDD Access Requests: No requests for North this month.

Management contacted Alvarez Plumbing and Air due to the AC in the Landing Gym not working. It was discovered that the fan motor needed replacement. The motor was replaced on March 19th.

Management reached out to Alexanders for a proposal for sand top off for the hammock areas at Lakeside. The proposal came in at \$3,510.00. Management has contacted Playmore for a second proposal which has not yet been received.

The application for mulch at the Landing and Lakeside playground is scheduled for the week of March 25th.

The Brookfield team at the Landing respectfully requests the Waterset North Community Development District (CDD) board to review the lease agreement between the North CDD and Brookfield. As per the agreement, Brookfield leases the building from the café, and they emphasize the importance of not scheduling events at the Landing during their business hours to ensure smooth operations. Additionally, Brookfield requests relocating the vendors market from the Landing to an alternative location.

Management continues to conduct interviews for the Maintenance Supervisor position. We are dedicated to ensuring a thorough selection process to identify the most qualified candidate who aligns with the needs and goals of our organization.

Deep cleaning of the amenities was conducted the week of March 4th.

Management contacted Suncoast pools due to the large splash pad not working. We noticed that this issue would occur on Thursdays only. Sean checked the system and noticed that the controller was set to turn off the splash pad on Thursdays at 10am. He has fixed this error and the Splash pad has been working normally.

Management provided the chairman with a proposal from Hawkins to remove 14 bollard lights at Lakeside that are not being replaced. The total cost of the proposal is \$3,150.00. The proposal was approved, and the removal has been scheduled for Monday, March 25th.

Management has been in communication with TECO. TECO has ordered the bollard lights and is waiting on a date of delivery from the manufacturer.

Management contacted Hillsborough County due to several potholes on Waterset Blvd.

Maintenance

The maintenance team has recently replaced several soap dispensers at the North amenities due to normal wear and tear.



The maintenance team filled in holes at the Landing amenity playground.

The maintenance team has been taking care of several ant nests throughout North.

The maintenance team reported several wasp nests beginning to form at the roof area of the café. Nvirotech will be contacted for the nest removals.

The maintenance team filled several holes at the dog park.

Pressure washing of the Lakeside amenity was completed.

Pressure washing of the Splash Pad furniture was completed.

Pressure washing of the Landing amenity is currently being scheduled.

Respectfully Submitted,
Katiria Parodi, LCAM



LANDSCAPE CONTRACTOR

P.O. Box 5420
Clearwater, FL 33758
+1 7275357314
Info@AlexandersPM.Com
AlexandersPM.com

Estimate

ADDRESS

Waterset North CDD
7281 Paradiso Drive
Apollo Beach, FL 33572

SHIP TO

Waterset North CDD
7281 Paradiso Drive
Apollo Beach, FL 33572

ESTIMATE

5083

DATE

02/27/2024

SALES MANAGER

Carl Koegler, Account Manager

DESCRIPTION	QTY	RATE	AMOUNT
Splash pad -			
L Edging - Brown Rubber (16 pieces)		750.00	750.00
Beach Sand - yard	6	200.00	1,200.00
Labor - prep and install	24	65.00	1,560.00
Approval acknowledges - the above prices, specifications and conditions are satisfactory, and are hereby accepted. Work is authorized as specified above.			
Upon approval, please sign and return.			
		SUBTOTAL	3,510.00
		TAX	0.00
		TOTAL	\$3,510.00

Accepted By

Accepted Date

Estimate prices are valid for 30 days.
Payment terms are Due Upon Completion.
Thank you for your business! We appreciate it.



Office: 813-871-6610

Fax: 813.871.6726

www.HawkinsServiceCo.com

EC13004385 – CAC1814017

LP16002

03/04/2024

(Kathy @ Waterset North CDD)

7205 Parkshore Dr.

Apollo Beach, FL 33572.

The Following Quote is to:

- Remove 14 bollard lights.
- Remove the wiring for the bollard lights.
- Identify those circuit that needs to remain and install J-boxes accordingly.

TOTAL: \$3,150.00.

NOTES: All lights and transformer come from Garden lights LED with lifetime warranty on all fixtures, machined and assembled locally in the Tampa Bay Area.

*******ATTENTION*******

ALL BIDS ARE HONORED FOR THIRTY (30) DAYS ONLY. ANY BID OVER THIRTY DAYS MAY BE SUBJECT TO INCREASES DUE TO MATERIAL COSTS OR LABOR INCREASE.

PAY TERMS:

Please sign, print full name and date a send back this proposal to initiate work.
50% down payment required to start job and remainder will be due upon completion.
Please, sigh here to accept proposal.

X  DATE 3/20/2024
Signature

X Alex Wohlmeter Chairman
Printed Name.

WARRANTY TERMS AND CONDITIONS:

- Hawkins Service Co work is warrantied for defects in workmanship for a period of one year.
- Please refer to manufactured warranties for all supplied equipment and materials
- Materials and equipment supplied by Hawkins Service Co is warrantied according to manufactured terms and conditions.

INITIALS:



Page 1 of 2.

TERMS AND CONDITIONS:

- By signing the above document confirms you are in agreement of pricing and work to be performed at the address listed on this document.
- By signing customer agrees that payment is due upon completion of work unless specified in actual quote above. Any payment that is not paid within said parameters will result in a mechanic's lien that will be filed against the property where the work was performed. Customer will be responsible for all legal and filing fee per Florida Law.
- No services will be performed for any customer with a past due account. You agree to pay all reasonable collection costs, including reasonable attorney's fees and third-Party fees related to collection.

EXCLUSIONS:

- Drywall repair, patch work and paint.
- Stucco repair, patch work and paint.
- Landscape repair and replacement/ Sod repair and Sod replacement.

***Hawkins Service Company is not liable for any repairs necessitated as a result of fire, flood or Acts of God, damage by negligence or misuse by others, faulty system design, improper operation, mischief or vandalism, or normal wear and tear. ***

Thank you for the opportunity to bid on your Electrical Residential / Docks Marine needs and I look forward to hearing back from you!

Hawkins Service Company.

(813) 871-6610 Office.

mmunoz@hawkinsserviceco.com

INITIALS:



Page 2 of 2.

LEASE AGREEMENT

WATERSET NORTH COMMUNITY DEVELOPMENT DISTRICT
Landlord

AND

NNP-SOUTHBEND II, LLC
Tenant

AT

THE WATERSET NORTH AMENITY CENTER

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THIS LEASE AGREEMENT is made this 1st day of September, 2012, by and between Waterset North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being located in Hillsborough County, Florida whose principal address is 3434 Colwell Avenue Suite 200, Tampa, Florida 33614 (hereinafter "Landlord" or "District"), and NNP-Southbend II, LLC a Delaware limited liability company and a landowner in the District (hereinafter "Tenant") whose mailing address is 777 S. Harbour Island Boulevard, Suite 320, Tampa, Florida 33602.

1. **Basic Lease Terms and Definitions.**

- (a) **Premises:** Offices at the Waterset Amenity Center, consisting of approximately 2,744 rentable square feet as shown on **Exhibit "A"**.
- (b) **Building Address:** 601 Sail View Lane, Apollo Beach, FL.
- (c) **Term:** 60 months (plus any partial month from the Commencement Date until the first day of the next full calendar month during the Term).
- (d) **Commencement Date:** September 22, 2012.
- (e) **Expiration Date:** The last day of the Term.
- (f) **Annual Rent:** Annual rent shall be based on \$12 per square foot to include utilities as defined in Paragraph 7 herein (excluding applicable taxes which will be the responsibility of Tenant), payable in monthly installments as follows:

Lease Year/Month	Annual	Monthly
LY.I - to Oct. 1, 2012	--	\$ 0.00*
LY1/M1 to 12	\$32,928.00	\$2,744.00
LY2/M13 to 24	\$32,928.00	\$2,744.00
LY3/M25 to 36	\$32,928.00	\$2,744.00
LY4/M37 to 48	\$32,928.00	\$2,744.00
LY5/M49 to 60	\$32,928.00	\$2,744.00

*Prior to the day of the first month of the Term, no Rent or Operating Expenses will be due.

- (g) **Annual Operating Expenses:** A projection of Annual Operating Expenses shall be included in Annual Rental rates as provided in this Lease.
- (h) **Tenant's Share:** The projection of Tenant's Share of Annual Operating Expenses shall be based on the square footage of the Premises as compared to the Amenity Center as a whole, and shall be a factor in calculating the Annual Rent amount.
- (i) **Use:** General Office/Sales Office
- (j) **Security Deposit:** No Security Deposit will be required.
- (k) **Addresses For Notices:**

Landlord: Waterset North Community Development District c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 Attn: Eric Dailey	Tenant: NNP-Southbend II, LLC c/o Newland Communities 777 S. Harbour Boulevard, Suite 320 Tampa, Florida 33602 Attn: Rick Harcrow
---	--

- (l) **Additional Defined Terms:** See Rider 1 for the definitions of other capitalized terms.

(m) **Contents:** The following are attached to and made a part of this Lease:

Rider 1 — Additional Definitions

Exhibits:

"A" — Plan showing Premises

"B" — Building Rules

(n) **Broker:** There are no Brokers for either the Tenant or Landlord.

2. **Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises, together with the right in common with others to use the Common Areas. Tenant accepts the Premises, Building and Common Areas "AS IS", without relying on any representation, covenant or warranty by Landlord other than as expressly set forth in this Lease. Landlord and Tenant stipulate and agree to the rentable square footage set forth in Section 1(a).

3. **Use.** Tenant shall occupy and use the Premises only for the Use specified in Section 1 above. Except for the Use specified in Section 1 above, Tenant shall not permit any conduct or condition which may endanger, disturb or otherwise interfere with any other Building occupant's normal operations or with the management of the Building. Except for the Use specified in Section 1 above, Tenant shall not use or permit the use of any portion of the Property for outdoor storage or installations outside of the Premises. Tenant may use all Common Areas only for their intended purposes. Landlord shall have exclusive control of all Common Areas at all times.

4. **Term; Possession.** The Term of this Lease shall commence on the Commencement Date and shall end on the Expiration Date, unless sooner terminated in accordance with this Lease. If Landlord is delayed in delivering possession of all or any portion of the Premises to Tenant as of the Commencement Date, Tenant will take possession on the date Landlord delivers possession, which date will then become the Commencement Date (and the Expiration Date will be extended so that the length of the Term remains unaffected by such delay). Landlord shall not be liable for any loss or damage to Tenant resulting from any delay in delivering possession due to circumstances outside of Landlord's reasonable control. Either party to this Lease may terminate this Lease without penalty, after providing written notice of such party's intent one (1) year in advance of such termination. The Parties, by mutual agreement may terminate this Lease at any time.

5. **Rent; Taxes.** Tenant agrees to pay Rent to Landlord, without demand, deduction or offset. Tenant shall pay the Monthly Rent, in advance, on the first day of each calendar month during the Term, at Landlord's address designated in Section 1 above unless Landlord designates otherwise; provided that Monthly Rent for the first full month shall be paid at the signing of this Lease. If the Commencement Date is not the first day of the month, the Monthly Rent for that partial month shall be zero. Tenant will pay any applicable taxes, including but not limited to sales tax where applicable and if applicable, ad valorem taxation chargeable to the Landlord due to Tenant's use of their portion of the building from local government taxing authorities as an addition to the Monthly Rent amount.

6. **Operating Expenses.** The projection of the Annual Operating Expenses set forth in Section 1(g) above represents Tenant's Share of the estimated Operating Expenses for the calendar year in which the Term commences and shall be included as a factor in establishing the amount of Rent. Landlord may adjust such amount prior to the beginning of each subsequent Lease Year if the estimated Annual Operating Expenses increase or decrease. Landlord may also invoice Tenant separately from time to time for Tenant's Share of any extraordinary or unanticipated Operating Expenses.

7. **Utilities.** Tenant usage of water, sewer, gas, electricity, heat, power, and any other utilities supplied to the Premises shall be estimated and included in the Rent as the Operating Expense projection component as described in 1(g) above. Regarding telephone and other communication services, Tenant shall obtain service in its own name and timely pay all charges directly to the provider. Landlord shall not be responsible or liable for any interruption in such services, nor shall such interruption affect the continuation or validity of this Lease. Landlord shall have the exclusive right to select, and to change, the companies providing such services to the Building or Premises. Any wiring, cabling or other equipment necessary to connect Tenant's telecommunications equipment shall be Tenant's responsibility, and shall be installed in a manner approved by Landlord. Should Landlord and Tenant find it mutually advantageous to obtain telephone and other communication systems jointly, an agreement may be reached supplemental to this Lease providing for cost allocation of equipment, installation and service.

8. Insurance; Waivers; Indemnification.

(a) Landlord shall maintain insurance against loss or damage to the Building or the Property with coverage for perils as set forth under the "Causes of Loss-Special Form" or equivalent property insurance policy in an amount equal to the full insurable replacement cost of the Building (excluding coverage of Tenant's personal property and any Alterations by Tenant), and such other insurance, including rent loss coverage, as Landlord may reasonably deem appropriate or as any Mortgagee or Bond Holder may require.

(b) Tenant, at its expense, shall keep in effect commercial general liability insurance, including blanket contractual liability insurance, covering Tenant's use of the Property, with such coverages and limits of liability as Landlord may reasonably require, but not less than a \$1,000,000 combined single limit with a \$5,000,000 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy) for bodily injury or property damage; however, such limits shall not limit Tenant's liability hereunder. The policy shall name Landlord and any other Mortgagee(s) or Bond Holders as additional insureds, if required, and shall be written on an "occurrence" basis and not on a "claims made" basis and shall be endorsed to provide that it is primary to and not contributory to any policies carried by Landlord. The insurer shall be authorized to issue such insurance, licensed to do business and admitted in the state in which the Property is located and rated at least A VII in the most current edition of Best's Insurance Reports. Tenant shall deliver to Landlord on or before the Commencement Date or any earlier date on which Tenant accesses the Premises, and no later than five (5) days following the date of each policy renewal, a certificate of insurance evidencing such coverage.

(c) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy with, in the case of Tenant, such endorsements and additional coverages as are considered good business practice in Tenant's business, even if such loss or damage shall be brought about by the fault or negligence of the other party or its Agents; provided, however, such waiver by Landlord shall not be effective with respect to Tenant's liability described in Sections 9(b) and 10(b) below. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Property, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause.

(d) Tenant shall not be permitted to satisfy any of its insurance obligations set forth in this Lease through any self-insurance or self-insured retention in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

(e) Subject to subsection (c) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant will indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Property by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

(f) Tenant agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

9. Maintenance and Repairs.

(a) Landlord shall Maintain the: (i) Building footings, foundations, structural steel columns and girders at Landlord's sole expense; (ii) Building roof and exterior walls; (iii) Building Systems; and (iv) Common Areas. Costs incurred by Landlord under the foregoing subsections (ii), (iii) and (iv) will be included in Operating Expenses, provided that to the extent any heating, ventilation and air conditioning system, or other Building System, equipment or exclusively serves the Premises, Tenant shall Maintain the same at Tenant's expense. If Tenant becomes aware of any condition that is Landlord's responsibility to repair, Tenant shall promptly notify Landlord of the condition.

(b) Except as provided in subsection (a) above, Tenant at its sole expense shall maintain the Premises and all fixtures and equipment in the Premises. All repairs and replacements by Tenant shall utilize materials and equipment which are comparable to those originally used in constructing the Building and Premises. Alterations, repairs and replacements to the Property, including the Premises, made necessary because of Tenant's Alterations or installations, any use or circumstances special or particular to Tenant, or any act or omission of Tenant or its Agents shall be made by Landlord or Tenant as set forth above, but at the sole expense of Tenant to the extent not covered by any applicable insurance proceeds paid to Landlord.

10. **Compliance.** Tenant will, at its expense, promptly comply with all Laws now or subsequently pertaining to the Premises or Tenant's use or occupancy. Tenant will pay any taxes or other charges by any authority on Tenant's property or trade fixtures or relating to Tenant's use of the Premises. Neither Tenant nor its Agents shall use the Premises in any manner that under any Law would require Landlord to make any Alteration to or in the Building or Common Areas.

(a) Tenant will comply, and will cause its Agents to comply, with the Building Rules.

(b) Tenant agrees not to do anything or fail to do anything which will increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(c) Tenant agrees that (i) no activity will be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business and the Use described in Section 1 above and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises will not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises or Property will be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant will deliver to Landlord copies of all Material Safety Data Sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant will immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Property is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant will indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

11. **Signs.** Tenant shall obtain prior consent of the Landlord for any signs placed on the Property which will be consistent with Architectural Review Committee standards. Tenant signs that are located wholly within the interior of the Premises and not visible from the exterior of the Premises are permissible. Tenant shall maintain all signs installed by Tenant in good condition. Tenant shall remove its signs at the termination of this Lease, shall repair any resulting damage, and shall restore the Property to its condition existing prior to the installation of Tenant's signs.

12. **Alterations.** Except for non-structural Alterations that (i) do not exceed \$20,000 in the aggregate, (ii) are not visible from the exterior of the Premises, (iii) do not affect any Building System or the structural strength of the Building, (iv) do not require penetrations into the floor, ceiling or walls, and (v) do not require work within the walls, below the floor or above the ceiling, Tenant shall not make or permit any Alterations in or to the Premises without first obtaining Landlord's consent, which consent shall not be unreasonably withheld. With respect to any Alterations made by or on behalf of Tenant (whether or not the Alteration requires Landlord's consent): (i) not less than 10 days prior to commencing any Alteration, Tenant shall deliver to Landlord the plans, specifications and necessary permits for the Alteration, together with certificates evidencing that Tenant's contractors and subcontractors have adequate insurance coverage naming Landlord, Fishhawk Community Development District as additional insureds, (ii) Tenant shall obtain Landlord's prior written approval of any contractor or subcontractor, (iii)

the Alteration shall be constructed with new materials, in a good and workmanlike manner, and in compliance with all Laws and the plans and specifications delivered to, and, if required above, approved by Landlord, (iv) Tenant shall pay Landlord all reasonable costs and expenses in connection with Landlord's review of Tenant's plans and specifications, and of any supervision or inspection of the construction Landlord deems necessary, and (v) upon Landlord's request Tenant shall, prior to commencing any Alteration, provide Landlord reasonable security against liens arising out of such construction. Any Alteration by Tenant shall be the property of Tenant until the expiration or termination of this Lease; at that time without payment by Landlord the Alteration shall remain on the Property and become the property of Landlord unless Landlord gives notice to Tenant to remove it, in which event Tenant will remove it, will repair any resulting damage and will restore the Premises to the condition existing prior to Tenant's Alteration. At Tenant's request prior to Tenant making any Alterations, Landlord will notify Tenant whether Tenant is required to remove the Alterations at the expiration or termination of this Lease. Tenant may install its trade fixtures, furniture and equipment in the Premises, provided that the installation and removal of them will not affect any structural portion of the Property, any Building System or any other equipment or facilities serving the Building or any occupant.

13. **Mechanics' Liens.** Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises and the Property free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises or the Property, Tenant shall discharge the same by bonding or otherwise within 15 days after Tenant has notice that the lien or claim is filed regardless of the validity of such lien or claim.

14. **Landlord's Right of Entry.** Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and, during the last 12 months of the Term, to exhibit the Premises to any prospective tenant. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's occupancy resulting from Landlord's entry.

15. **Damage by Fire or Other Casualty.** If the Premises or Common Areas shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord, and Landlord, subject to the conditions set forth in this Section, shall repair such damage and restore the Premises or Common Areas to substantially the same condition in which they were immediately prior to such damage or destruction, but not including the repair, restoration or replacement of the fixtures, equipment, or Alterations installed by or on behalf of Tenant. Landlord shall notify Tenant, within 30 days after the date of the casualty, if Landlord anticipates that the restoration will take more than 180 days from the date of the casualty to complete; in such event, either Landlord or Tenant (unless the damage was caused by Tenant) may terminate this Lease effective as of the date of casualty by giving notice to the other within 10 days after Landlord's notice. If a casualty occurs during the last 12 months of the Term, Landlord may terminate this Lease unless Tenant has the right to extend the Term for at least 3 more years and does so within 30 days after the date of the casualty. Tenant will receive an abatement of Minimum Annual Rent to the extent the Premises are rendered untenantable as a result of the casualty.

16. **Condemnation.** If (a) all of the Premises are Taken, (b) any part of the Premises is Taken and the remainder is insufficient in Landlord's opinion for the reasonable operation of Tenant's business, or (c) any of the Property is Taken, and, in Landlord's opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder, then this Lease shall terminate as of the date the condemning authority takes possession. If this Lease is not terminated, Landlord shall restore the Building to a condition as near as reasonably possible to the condition prior to the Taking, the Minimum Annual Rent shall be abated for the period of time all or a part of the Premises is untenantable in proportion to the square foot area untenantable, and this Lease shall be amended appropriately. The compensation awarded for a Taking shall belong to Landlord. Except for any relocation benefits to which Tenant may be entitled, Tenant hereby assigns all claims against the condemning authority to Landlord, including, but not limited to, any claim relating to Tenant's leasehold estate.

17. **Quiet Enjoyment.** Landlord covenants that Tenant, upon performing all of its covenants, agreements and conditions of this Lease, shall have quiet and peaceful possession of the Premises as against anyone claiming by or through Landlord, subject, however, to the terms of this Lease.

18. **Assignment and Subletting.**

(a) Except as provided in Section (b) below, Tenant shall not enter into nor permit any Transfer voluntarily or by operation of law, without the prior consent of Landlord, which consent shall not be unreasonably withheld. Without limitation, Tenant agrees that Landlord's consent shall not be considered unreasonably withheld if (i) the proposed transferee is an existing tenant of Landlord or an affiliate of Landlord, (ii) the business, business reputation or creditworthiness of the proposed transferee is unacceptable to Landlord, (iii) Landlord or an affiliate of Landlord has comparable space available for lease by the proposed transferee or (iv) Tenant is in default under this Lease or any act or omission has occurred which would constitute a default with the giving of notice and/or the passage of time. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Lease. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer. Any Transfer not in conformity with this Section 18 shall be voidable at the option of Landlord.

(b) Landlord's consent shall not be required in the event of any Transfer by Tenant to an Affiliate provided that (i) Tenant provides Landlord notice of the Transfer at least 15 days prior to the effective date; (ii) in the case of an assignment or sublease, Tenant delivers to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the Affiliate, together with a certificate of insurance evidencing the Affiliate's compliance with the insurance requirements of Tenant under this Lease; and (iii) Affiliates use of the Premises if for the same purpose as Tenant as outlined herein.

(c) The provisions of subsection (a) above notwithstanding, if Tenant proposes to Transfer all of the Premises (other than to an Affiliate), Landlord may terminate this Lease, either conditioned on execution of a new lease between Landlord and the proposed transferee or without that condition.

(d) If Tenant requests Landlord's consent to a Transfer, Tenant shall provide Landlord, at least 15 days prior to the proposed Transfer, current financial statements of the transferee certified by an executive officer of the transferee, a complete copy of the proposed Transfer documents, and any other information Landlord reasonably requests. Immediately following any approved assignment or sublease, Tenant shall deliver to Landlord an assumption agreement reasonably acceptable to Landlord executed by Tenant and the transferee, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of Tenant under this Lease. Tenant agrees to reimburse Landlord for reasonable administrative and attorneys' fees in connection with the processing and documentation of any Transfer for which Landlord's consent is requested.

19. **Surrender.**

(a) On the date on which this Lease expires or terminates, Tenant shall return possession of the Premises to Landlord in good condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Lease. Prior to the expiration or termination of this Lease, Tenant shall remove from the Property all furniture, trade fixtures, equipment, wiring and cabling, any extraordinary improvements including fencing and related improvements (unless Landlord directs Tenant otherwise), and all other personal property installed by Tenant or its assignees or subtenants. Tenant shall repair any damage resulting from such removal and shall restore the Property to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Premises to Landlord in the condition required under this Lease, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of the Premises after the expiration or termination of this Lease, Tenant's occupancy of the Premises shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Lease (unless clearly inapplicable), except that the Monthly Rent shall be double the Monthly Rent payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Lease shall operate to extend the Term or prevent

Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Lease to the contrary notwithstanding, any holdover by Tenant shall constitute a default on the part of Tenant under this Lease entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the event of a Tenant default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

20. **Defaults - Remedies.**

(a) It shall be an Event of Default:

(i) If Tenant does not pay in full when due any and all Rent and, except as provided in Section 21(c) below, Tenant fails to cure such default on or before the date that is 5 days after Landlord gives Tenant notice of default;

(ii) If Tenant enters into or permits any Transfer in violation of Section 18 above;

(iii) If Tenant fails to observe and perform or otherwise breaches any other provision of this Lease, and, except as provided in Section 21(c) below, Tenant fails to cure the default on or before the date that is 10 days after Landlord gives Tenant notice of default; provided, however, if the default cannot reasonably be cured within 10 days following Landlord's giving of notice, Tenant shall be afforded additional reasonable time (not to exceed 30 days following Landlord's notice) to cure the default if Tenant begins to cure the default within 10 days following Landlord's notice and continues diligently in good faith to completely cure the default; or

(iv) If Tenant becomes insolvent or makes a general assignment for the benefit of creditors or offers a settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against Tenant, or a bill in equity or other proceeding for the appointment of a receiver for any of Tenant's assets is commenced, or if any of the real or personal property of Tenant shall be levied upon; provided that any proceeding brought by anyone other than Landlord or Tenant under any bankruptcy, insolvency, receivership or similar law shall not constitute an Event of Default until such proceeding has continued unstayed for more than 60 consecutive days.

(b) If an Event of Default occurs, Landlord shall have the following rights and remedies:

(i) Landlord, without any obligation to do so, may elect to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any sums paid or costs incurred by Landlord (together with an administrative fee of 15% thereof) in curing the default, plus interest at the Interest Rate from the respective dates of Landlord's incurring such costs, which sums and costs together with interest at the Interest Rate shall be deemed additional Rent;

(ii) To enter and repossess the Premises, by breaking open locked doors if necessary, and remove all persons and all or any property, by action at law or otherwise, without being liable for prosecution or damages. Landlord may, at Landlord's option, make Alterations and repairs in order to relet the Premises and relet all or any part(s) of the Premises for Tenant's account. Tenant agrees to pay to Landlord on demand any deficiency (taking into account all costs incurred by Landlord) that may arise by reason of such reletting. In the event of reletting without termination of this Lease, Landlord may at any time thereafter elect to terminate this Lease for such previous breach; and

(iii) To terminate this Lease and the Term without any right on the part of Tenant to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken.

(c) Any provision to the contrary in this Section 21 notwithstanding, (i) Landlord shall not be required to give Tenant the notice and opportunity to cure provided in Section 21(a) above more than twice in any consecutive 12-month period, and thereafter Landlord may declare an Event of Default without affording Tenant any of the notice and cure rights provided under this Lease, and (ii) Landlord shall not be required to give such notice prior to exercising its rights under Section 22(b) if Tenant fails to comply with the provisions of Sections 13, 20 or 27 or in an emergency.

(d) No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach. No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the total amount due Landlord under this Lease shall be deemed to be other than on account, nor shall any endorsement or statement on any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of Rent due, or Landlord's right to pursue any other available remedy.

(e) If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party attorneys' fees, costs of suit, investigation expenses and discovery costs, including costs of appeal.

(f) Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon or related to, the subject matter of this Lease.

21. **Tenant's Authority.** Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Property is located, and (b) the person(s) signing this Lease are duly authorized to execute and deliver this Lease on behalf of Tenant.

22. **Liability of Landlord.** The word "Landlord" in this Lease includes the Landlord executing this Lease as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person or entity, whether or not named in this Lease, shall have no liability under this Lease after it ceases to hold title to the Premises except for obligations already accrued (and, as to any unapplied portion of Tenant's Security Deposit, Landlord shall be relieved of all liability upon transfer of such portion to its successor in interest). Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Lease unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within a reasonable period following Tenant's notice. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind. Neither Landlord nor any principal of Landlord nor any owner of the Property, whether disclosed or undisclosed, shall have any personal liability with respect to any of the provisions of this Lease or the Premises; Tenant shall look solely to the equity of Landlord in the Property for the satisfaction of any claim by Tenant against Landlord.

23. **Miscellaneous.**

(a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.

(b) This Lease represents the entire agreement between the parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises or the Property. No rights, easements or licenses are acquired in the Property or any land adjacent to the Property by Tenant by implication or otherwise except as expressly set forth in this Lease. This Lease shall not be modified in any manner except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

(c) Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making

the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

(d) If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located.

(e) This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(f) Tenant shall not record this Lease or any memorandum without Landlord's prior consent.

24. **Notices.** Any notice, consent or other communication under this Lease (collectively "Notices") will be in writing and will be delivered or mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to the Landlord:

Waterset North Community Development District
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614
Attention: Eric Dailey, District Manager

With a copy to:

District Counsel
Waterset North Community Development District
Fowler White Boggs P.A.
501 E. Kennedy Boulevard
Suite 1700
Tampa, Florida 33602
Attention: Erin R. McCormick, Esq.

If to the Tenant:

NNP-Southbend II, LLC
777 S. Harbour Island Boulevard
Suite 320
Tampa, Florida 33602
Attention: Rick Harcrow

With a copy to:

Newland Real Estate Group, LLC
1700 Pacific Avenue
Suite 3890
Dallas, Texas 75201
Attention: Sharon W. Koplan, Esq.

25. **Security Deposit.** There shall be no Security Deposit required of the Tenant.

26. **Radon Gas.** As required by Florida statutes, the following notification is provided: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

27. **Automatic Renewal.** Provided that Landlord has not given Tenant notice of monetary or material non-monetary default or that there then exists no event of default by Tenant under this lease nor any event that with the giving of notice and/or the passage of time would constitute a default, and that Tenant is the sole occupant of the Premises, the Term of this Lease shall be automatically extended for up to five (5) additional periods of Twelve (12) months each (the "Automatic Renewal Terms") unless either party gives prior written notice, at least Ninety (90) days in advance of the Expiration Date of each Automatic Renewal Term, of either party's election to not automatically extend the Term; it being agreed that time is of the essence.

28. **Broker.** Tenant represents and warrants to Landlord that it has not dealt with any broker in connection with this Lease or the Premises and agrees to indemnify and save Landlord harmless from all loss, claim, damage, cost or expense (including reasonable attorneys' fees of counsel of Landlord's choice against whom Tenant makes no reasonable objection) arising from any breach of this representation and warranty. The warranty, representation and indemnity in this Section shall survive the expiration or any earlier termination of this Lease.

Landlord and Tenant have executed this Lease on the respective date(s) set forth below.

Date signed:

9/17/12

Landlord:

**WATERSET NORTH COMMUNITY DEVELOPMENT
DISTRICT**

Witness:

Betsy Jolley

Name Printed: Betsy Jolley

Dorothy A. Chapman

Name Printed: Dorothy A. Chapman

By:

Alex McLeod

Title: Chairman, Board of Supervisors

Date signed:

9/17/12

Tenant:

**NNP-SOUTHBEND II, LLC, a Delaware limited liability
company**

Witness:

Betsy Jolley

Name Printed: Betsy Jolley

Dorothy A. Chapman

Name Printed: Dorothy A. Chapman

By:

Rick Hargrove

Title: Vice President

Rider 1 to Lease Agreement

ADDITIONAL DEFINITIONS

"ADA" means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

"Affiliate" means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

"Agents" of a party means such party's employees, agents, representatives, contractors, licensees or invitees. "Alteration" means any addition, alteration or improvement to the Premises or Property, as the case may be.

"Building Rules" means the rules and regulations attached to this Lease as Exhibit "B" as they may be amended from time to time.

"Building Systems" means any electrical, mechanical, structural, plumbing, heating, ventilating, air conditioning, sprinkler, life safety or security systems serving the Building.

"Common Areas" means all areas and facilities as provided by Landlord from time to time for the use or enjoyment of all tenants in the Building or Property, including, if applicable, driveways, sidewalks, parking, loading and landscaped areas.

"Environmental Laws" means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

"Event of Default" means a default described in Section 21 of this Lease.

"Hazardous Materials" means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

"Interest Rate" means interest at the rate of 1 1/2% per month.

"Land" means the lot or plot of land on which the Building is situated or the portion thereof allocated by Landlord to the Building.

"Laws" means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Property or the use and occupation of the Property.

"Lease Year" means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

"Maintain" means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the subject property in good condition and repair.

"Mortgage" means any mortgage, deed of trust or other lien or encumbrance on Landlord's interest in the Property or any portion thereof, including without limitation any ground or master lease if Landlord's interest is or becomes a leasehold estate.

"Mortgagee" means the holder of any Mortgage, including any ground or master lessor if Landlord's interest is or becomes a leasehold estate.

"Operating Expenses" means all costs, fees, charges and expenses incurred or charged by Landlord in connection with the ownership, operation, maintenance and repair of, and services provided to, the Property, including, but not limited to, (i) the charges at standard retail rates for any utilities provided by Landlord pursuant to Section 7 of this Lease, (ii) the cost of insurance carried by Landlord pursuant to Section 8 of this Lease together with the cost of any deductible paid by Landlord in connection with an insured loss, (iii) Landlord's cost to Maintain the Property, subject to the provisions of Section 9 of this Lease, (iv) the cost of trash collection, (v) to the extent not otherwise payable by Tenant pursuant to Section 5 of this Lease, all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing, which are applicable to the Term, and which are imposed by any authority or under any Law, or pursuant to any recorded covenants or agreements, upon or with respect to the Property, or any improvements thereto, or directly upon this Lease or the Rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Property, (vi) the annual amortization (over their estimated economic useful life or payback period, whichever is shorter) of the costs (including reasonable financing charges) of capital improvements or replacements, and (vii) a management and administrative fee. The foregoing notwithstanding, Operating Expenses will not include: (i) depreciation on the Building, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Property, or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Operating Expenses above. If Landlord elects to prepay real estate taxes during any discount period, Landlord shall be entitled to the benefit of any such prepayment. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Operating Expenses for any such services shall not exceed competitive market rates for comparable services.

"Property" means the Land, the Building, the Common Areas, and all appurtenances to them.

"Rent" means the Minimum Annual Rent, Annual Operating Expenses and any other amounts payable by Tenant to Landlord under this Lease.

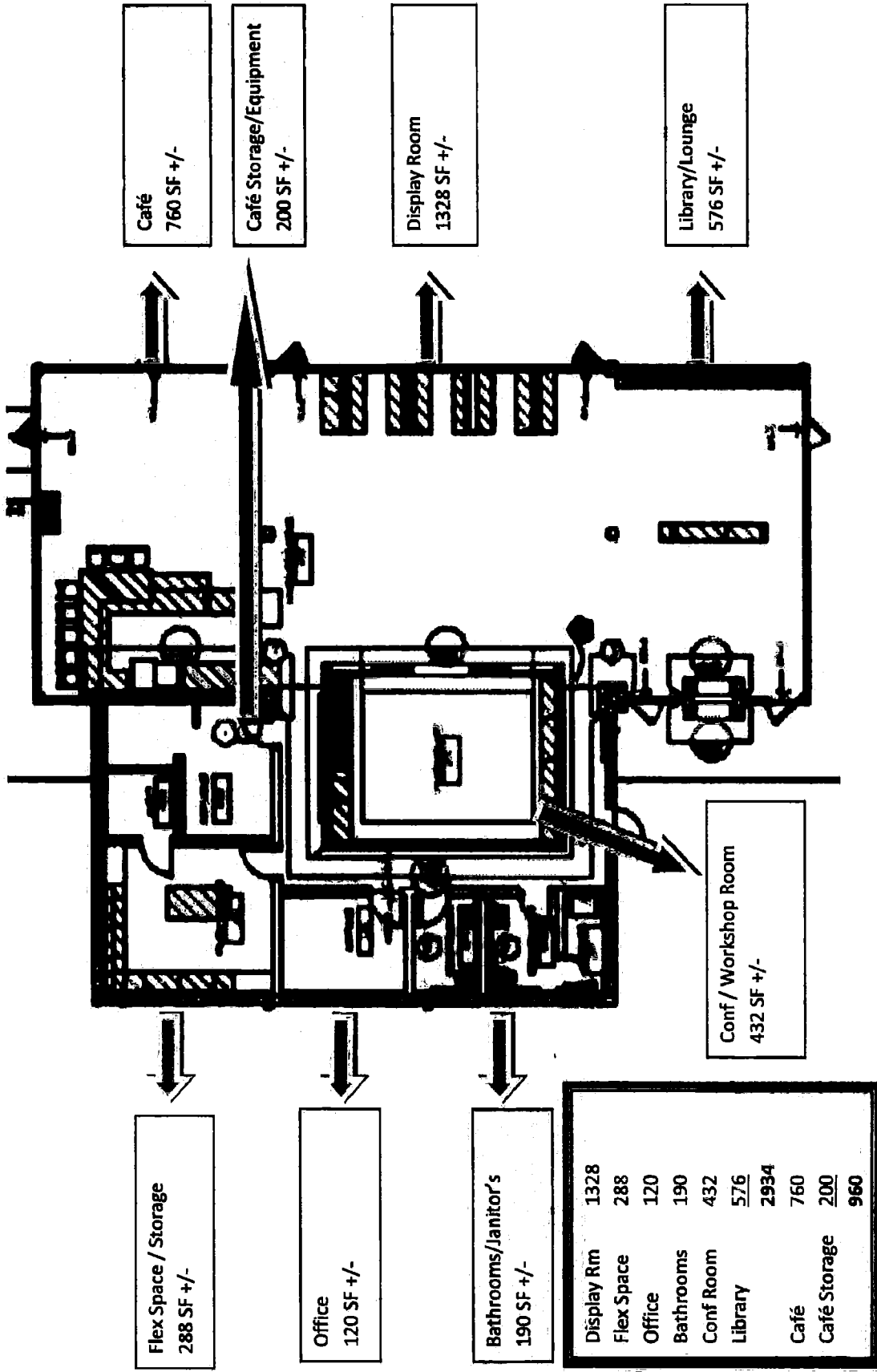
"Taken" or "Taking" means acquisition by a public authority having the power of eminent domain by condemnation or conveyance in lieu of condemnation.

"Tenant's Share" means the percentage obtained by dividing the rentable square feet of the Premises by the rentable square feet of the Building, as set forth in Section 1 of this Lease.

"Transfer" means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant's interest in this Lease, (ii) any sublease, license or concession of all or a portion of Tenant's interest in the Premises, or (iii) any transfer of a controlling interest in Tenant.

EXHIBIT "A"

PREMISES



Highlighted Areas NOT included in Leased Premises

EXHIBIT "B"

BUILDING RULES

1. Any sidewalks, lobbies, passages and stairways shall not be obstructed or used by Tenant for any purpose other than ingress and egress from and to the Premises. Landlord shall in all cases retain the right to control or prevent access by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, peace or character of the Property.

2. The toilet rooms, toilets, urinals, sinks, faucets, plumbing or other service apparatus of any kind shall not be used for any purposes other than those for which they were installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith or left in any lobbies, passages, elevators or stairways.

3. Tenant shall not impair in any way the fire safety system and shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. No person shall go on the roof without Landlord's prior written permission.

4. Skylights, windows, doors and transoms shall not be covered or obstructed by Tenant, and Tenant shall not install any window covering which would affect the exterior appearance of the Building, except as approved in writing by Landlord. Tenant shall not remove, without Landlord's prior written consent, any shades, blinds or curtains in the Premises.

5. Without Landlord's prior written consent, Tenant shall not hang, install, mount, suspend or attach anything from or to any sprinkler, plumbing, utility or other lines. If Tenant hangs, installs, mounts, suspends or attaches anything from or to any doors, windows, walls, floors or ceilings, Tenant shall spackle and sand all holes and repair any damage caused thereby or by the removal thereof at or prior to the expiration or termination of the Lease. If Tenant elects to seal the floor, Tenant shall seal the entire unfinished floor area within the Premises.

6. Tenant shall not change any locks nor place additional locks upon any doors.

7. Except for the Use specified above, Tenant shall not use nor keep in the Building any matter having an offensive odor, nor explosive or highly flammable material, nor shall any animals other than handicap assistance dogs in the company of their masters be brought into or kept in or about the Property.

8. If Tenant desires to introduce electrical, signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices, Landlord shall direct where and how the same are to be placed, and except as so directed, no installation boring or cutting shall be permitted. Landlord shall have the right to prevent and to cut off the transmission of excessive or dangerous current of electricity or annoyances into or through the Building or the Premises and to require the changing of wiring connections or layout at Tenant's expense, to the extent that Landlord may deem necessary, and further to require compliance with such reasonable rules as Landlord may establish relating thereto, and in the event of non-compliance with the requirements or rules, Landlord shall have the right immediately to cut wiring or to do what it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building. All wires installed by Tenant must be clearly tagged at the distributing boards and junction boxes and elsewhere where required by Landlord, with the number of the office to which said wires lead, and the purpose for which the wires respectively are used, together with the name of the concern, if any, operating same.

9. Tenant shall not place weights anywhere beyond the safe carrying capacity of the Building.

10. The use of rooms as sleeping quarters is strictly prohibited at all times.

11. Tenant shall have the right, at Tenant's sole risk and responsibility, to use only Tenant's Share of the parking spaces which are 16 spaces. Tenant shall comply with all parking regulations promulgated by Landlord from time to time for the orderly use of the vehicle parking areas, including without limitation the following:

Parking shall be limited to automobiles, passenger or equivalent vans, motorcycles, light four wheel pickup trucks and (in designated areas) bicycles. No vehicles shall be left in the parking lot overnight without Landlord's prior written approval. Parked vehicles shall not be used for vending or any other business or other activity while parked in the parking areas. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Property or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Tenant shall cooperate with Landlord in any measures implemented by Landlord to control abuse of the parking areas, including without limitation access control programs, tenant and guest vehicle identification programs, and validated parking programs, provided that no such validated parking program shall result in Tenant being charged for spaces to which it has a right to free use under its Lease. Each vehicle owner shall promptly respond to any sounding vehicle alarm or horn, and failure to do so may result in temporary or permanent exclusion of such vehicle from the parking areas. Any vehicle which violates the parking regulations may be cited, towed at the expense of the owner, temporarily or permanently excluded from the parking areas, or subject to other lawful consequence.

12. If Landlord designates the Building as a non-smoking building, Tenant and its Agents shall not smoke in the Building nor at the Building entrances and exits.

13. Tenant shall provide Landlord with a written identification of any vendors engaged by Tenant to perform services for Tenant at the Premises (examples: cleaners, security guards/monitors, trash haulers, telecommunications installers/maintenance).

14. Tenant shall comply with any move-in/move-out rules provided by Landlord.

16. Tenant shall cause all of Tenant's Agents to comply with these Building Rules.

16. Landlord reserves the right to rescind, suspend or modify any rules or regulations and to make such other rules and regulations as, in Landlord's reasonable judgment, may from time to time be needed for the safety, care, maintenance, operation and cleanliness of the Property. Notice of any action by Landlord referred to in this section, given to Tenant, shall have the same force and effect as if originally made a part of the foregoing Lease. New rules or regulations will not, however, be unreasonably inconsistent with the proper and rightful enjoyment of the Premises by Tenant under the Lease.

17. These Building Rules are not intended to give Tenant any rights or claims in the event that Landlord does not enforce any of them against any other tenants or if Landlord does not have the right to enforce them against any other tenants and such non-enforcement will not constitute a waiver as to Tenant.

Tab 6

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 2/21/2024

9286 - TopChoice for Fire Ants in Common Areas

Sunrise to provide pricing for materials and service to apply TopChoice to landscape areas at Waterset North common areas.

Please Note:

- To obtain optimum results treated turf areas should be watered or irrigated after application.
- Application of Top Choice is intended to control Fire Ant (*Solenopsis* spp.) Population with an approximate length of control of 1 (one) year. In addition, Top Choice will control Cornfield Ants (*Lasius neoniger*) with approximate length of control of 3 months.
- Based on previous experiences following an application of Top Choice with the subsequent control of the predatory Fire Ant population the presence of Pyramid Ants (*Dorymyrmex* spp) has been observed colonizing the areas where the application was made. However, Pyramid ants will not cause any harm to people or pets.

PROJECT TOTAL: \$8,000.00

Terms & Conditions

By _____

Jessi Milch

Date 2/21/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 2/21/2024

9574 - Removal of Stump on Waterset Blvd just north of Covington Stone

Purpose: Sunrise to provide pricing for materials and service to remove a stump on Waterset Blvd, just north of Covington Stone, per request of John Toborg.

Process: Grind down stump, regrade soil, install Zoysia sod.

Please note: This proposal does not include irrigation checks, amendments or repairs.

This includes a full pallet of Zoysia sod, which unfortunately cannot be sourced in individual pieces. These extra sod pieces can be used around the property.

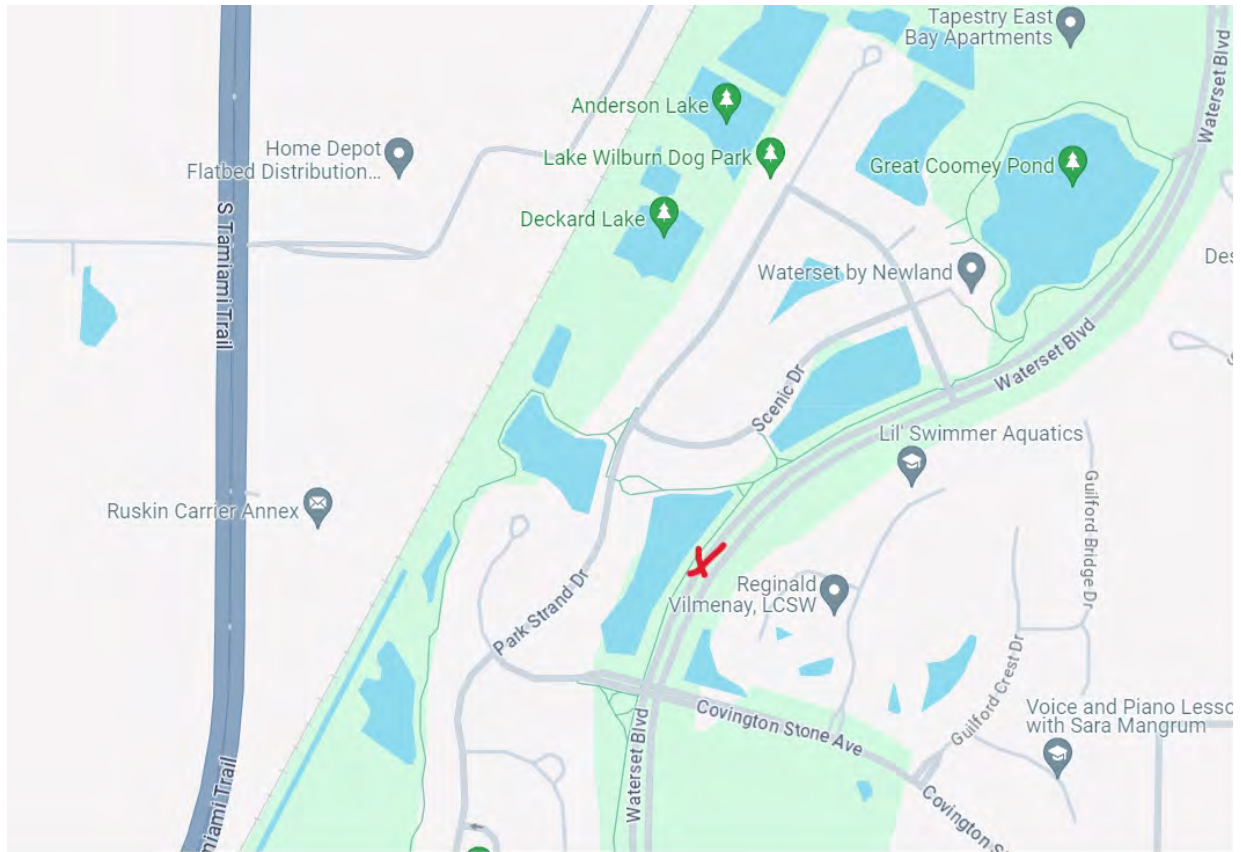
Breakdown of Cost:

Stump Grind: \$307.66

Labor: \$1,116.00

1 Pallet of Zoysia (500 sq ft): \$875

Result: Finished landscape and removal of potential trip hazard.



Location on map above is approximate.

PROJECT TOTAL: \$2,298.66

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until

such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. Severability and Waiver: If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. Amendments: No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. Choice of Law and Forum; Attorney's Fees: The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. Liens: Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____

Jessi Milch

Date 2/21/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 2/20/2024

9576 - Magnolia Quarterly Drenching

Purpose: Improve the health of the Magnolia tree located in North Side of Wave's End Park, per request of John Toborg of Rizzetta.

Process: Quarterly treatments consisting of Fungicide, Insecticide, Soluble fertilizer via root drench to Magnolia.

Result: Improved aesthetic and overall health of Magnolia tree.



PROJECT TOTAL: \$577.00

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.
7. **Severability and Waiver:** If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. **Amendments:** No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. **Choice of Law and Forum; Attorney's Fees:** The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. **Liens:** Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____

Jessi Milch

Date 2/20/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 3/18/2024

10043 - Flush Cut 5 Washingtonia Palms - Fitness Trail

Purpose: Sunrise to provide pricing to remove (5) Washington Palms along the Fitness Trail in Waterset North.

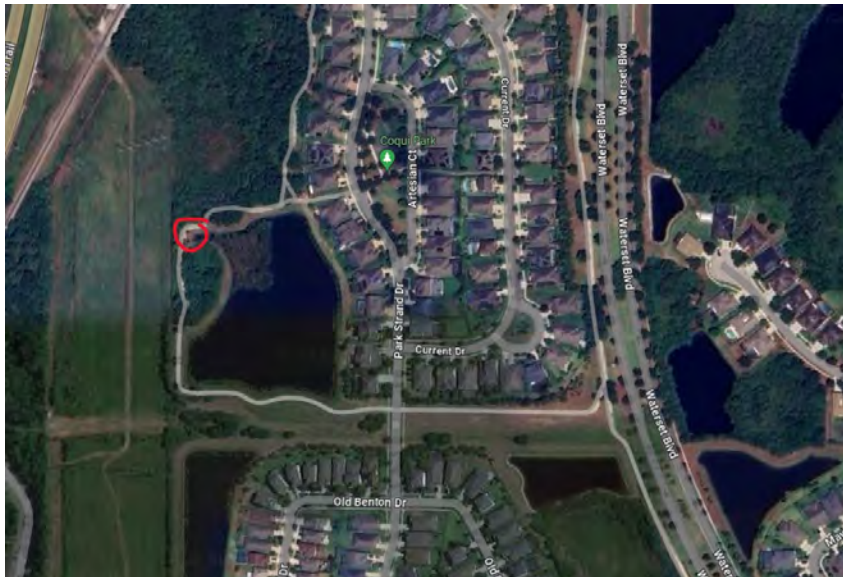
Process: Removal and flush cut of (5) Washingtonia Palms along the Fitness trail (see map below). Cause of death is unknown at the time.

Please note: Proposal Pricing is valid for 30 days from the proposal date.

Please note: This proposal does not include irrigation checks, amendments or repairs.

Cost Breakdown:

\$922.98 per palm x 5 palms



Result: Removal of a potential safety-issue, as well as increasing visual appeal for this area.

PROJECT TOTAL: \$4,838.71

Terms and Conditions:

1. **Services:** For any Additional Work, terms and pricing must be proposed in a change order with such change order executed by both parties. Any such change order will become a part of this Agreement, with the executed change order controlling to the extent of any conflict between such executed change order and this Agreement.
2. **Terms:** Association/Owner shall pay any invoice within thirty (30) days following receipt thereof, and hereby agrees to pay interest at a rate equal to the lesser of 1.5% per month or the highest legal rate on all accounts not received within 45 days of invoice date. Further, the Association/Owner shall be responsible for any collection costs incurred by the Contractor in the collection of sums past due under this Agreement, including attorneys' fees and costs incurred. Without prejudice to the Contractor's other rights and remedies, the Contractor may halt any further work and services if the Association/Owner has failed to pay sums due hereunder.
3. **Insurance:** Contractor will maintain adequate general liability insurance, broad form contractual liability insurance, and worker's compensation to meet its legal requirements throughout the term of this Agreement. The contractor shall furnish a Certificate of Insurance describing coverage in effect and naming the Association/Owner as an additional insured on any general liability insurance. Association/Owner shall maintain its own liability insurance providing coverage for bodily injury, death, and property damage to any invitee of the Property, and property damage insurance against fire, vandalism, and other perils covering the value of the Property.
4. **Property Damage:** Association/Owner is responsible for notifying the Contractor of any underground utilities or irrigation systems and other Property conditions. The Contractor is not responsible for any damage, including irrigation components, cable lines, power lines, etc. that may occur in the installation process without prior knowledge of location or whereabouts. The Contractor is not responsible for the condition of the landscape due to drought, freeze, or storm damage. In the event of any damage, Association/Owner and administrative representative of the Contractor must allow forty-eight (48) hours for the Contractor to inspect said damage, and the Contractor shall establish the cause at its reasonable discretion. If the damage was caused by the negligence of the Contractor, the Contractor may, at its option, either repair or pay for the repair of any such damage, but only to the extent caused by the Contractor's negligence. The cost of the repairs performed by others that have been accepted by the Contractor shall be billed to the Contractor directly and will not be deducted from sums owed to the Contractor by the Owner.
5. **Limitation of Liability:** The contractor assumes no liability for damages caused by conditions beyond the Contractor's control. The Contractor shall have no liability for any defects in materials provided by others and shall have no liability for any damages of any kind beyond ninety (90) days following the completion of any Services or Additional Work (as applicable). IN NO EVENT SHALL THE CONTRACTOR OR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, SERVANTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
6. **Catastrophic or Natural Events:** Work schedules may be interrupted by weather conditions to the point that scheduled activities, i.e., planting, pruning, edging, etc., may be temporarily halted, with no liability to the Contractor. Acceptable horticultural practices call for minimal pruning of freeze-damaged material until the threat of future freezes has passed. Special clean-ups and/or pruning due to storms, freezes, human-initiated events by other than the Contractor, or other Acts of God are not included and will require extra charge based on time, material, and disposal fees as per the fee and costs lists included herein. If a catastrophic or manmade event were to occur and all or part of the property become un-maintainable as this Agreement outlines, all services for the Association/Owner and the appropriate compensation to the Contractor (as determined by the Contractor in good faith) will be suspended until

such time they can be resumed. If only part of the property were damaged, the contract payments and services provided would be prorated accordingly by the Contractor in good faith. Work schedules may also be halted or interrupted as a result of government orders or recommendations, including, without any limitation, government orders and recommendations related to the COVID-19 pandemic, all without liability to the Contractor.

7. **Severability and Waiver:** If any section, subsection, sentence, clause, phrase, or word of this Contract be and is, for any other reason held or declared by a court of competent jurisdiction to be inoperative or void, such holdings shall not affect the remaining portions of this agreement. It shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenant, condition or right as respects further performance. Any provision of this Agreement which by its terms survives termination of this Agreement (for example, without limitation, Sections 6 and 11), shall so survive.
8. **Amendments:** No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
9. **Choice of Law and Forum; Attorney's Fees:** The parties hereby agree that this Agreement, the construction of its terms, and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida and that any action or suit arising out of or relating to this Agreement will be brought solely in any state or federal court located in Hillsborough County, Florida. Both parties hereby submit to the exclusive jurisdiction and venue of any such court. In any such action or suit, in addition to any other relief awarded, the prevailing party shall be entitled to collect from the losing party, the prevailing party's reasonable attorney's fees and costs. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM, OR ACTION ARISING FROM THE TERMS OF THIS AGREEMENT.
10. **Liens:** Association/Owner's failure to timely pay the amounts due Contractor under this Agreement may result in a claim of lien against the Property under Chapter 713, Florida Statutes.

By _____

Jessi Milch

Date 3/18/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 3/21/2024

10104 - Sweet Gum on Knowledge (Removing Dead Red Maple)

Purpose: Sunrise to provide pricing, materials and labor for a 3" caliper Sweet Gum (Liquidambar styraciflua 'Rotundiloba').

Process: On the east side of Knowledge approaching the school, removal of a dead Red Maple followed by the Installation of 3" caliper Live Oak (B&B) with the construction of a 10" water saucer completely surrounding the root ball, a Gator bag to retain water, with some new soil.

**Please note: this proposal does not include irrigation checks, amendments or repairs. Ballenger will be notified before and after installation.*

Due to fluctuations in the landscape industry, the prices in this proposal will be honored for 30 days from presentation.

Breakdown of Price:

Labor: \$558.00

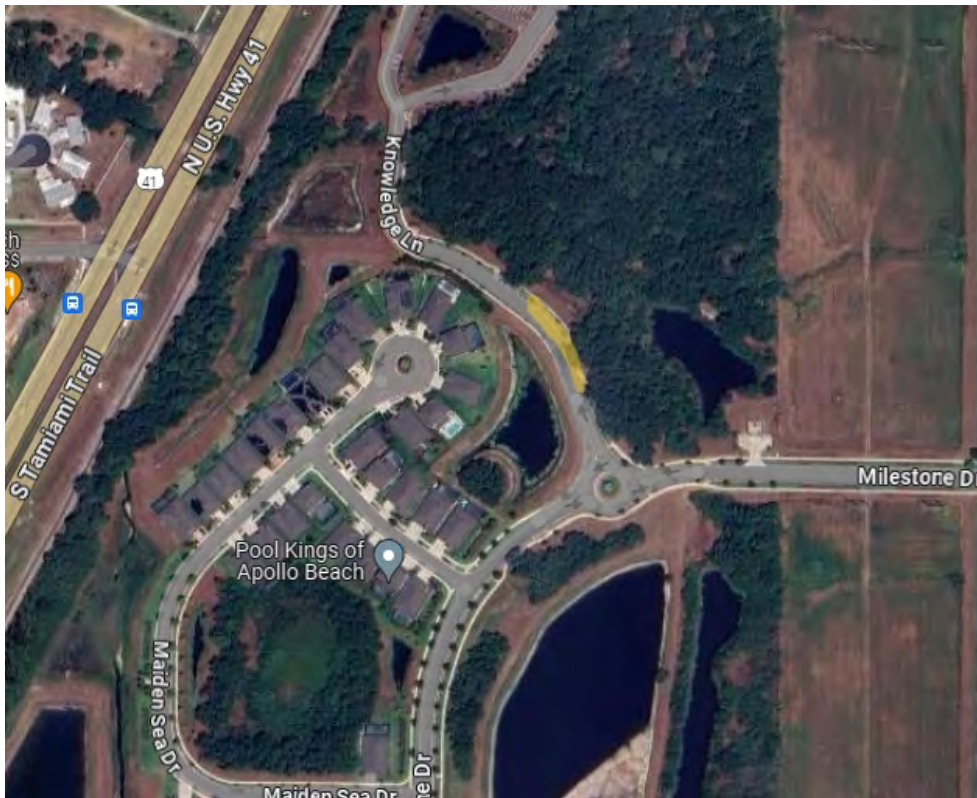
Sweet Gum Tree: \$940.63

Gator Bag: \$35.00

.25 cu yard Soil: \$18.13

Result: Finished landscape at this location.





Highlighted location on map is approximate.

PROJECT TOTAL: \$1,551.76

Terms & Conditions

By _____

Jessi Milch

Date _____

3/21/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 3/21/2024

10106 - Slash Pine Replacement - Milestone/Alabaster

Purpose: Sunrise to provide pricing, materials and labor to remove a dead Pine at the corner of Milestone/Alabaster, replacing with a new Slash Pine -- per request of John Toborg of Rizzetta.

Process: On the common area corner of Milestone and Alabaster, Sunrise to remove the dead Pine (cause of death unknown), replacing it with a 10-12 ft OAH Slash Pine. Upon installation, a 8-10" water saucer will be constructed with a Gator Bag.

**Please note: this proposal does not include irrigation checks, amendments or repairs. Ballenger will be notified before and after installation.*

Due to fluctuations in the landscape industry, the prices in this proposal will be honored for 30 days from presentation.

Breakdown of Price:

Labor: \$558.00

Slash Pine B&B 10-12 ft OAH: \$792.83

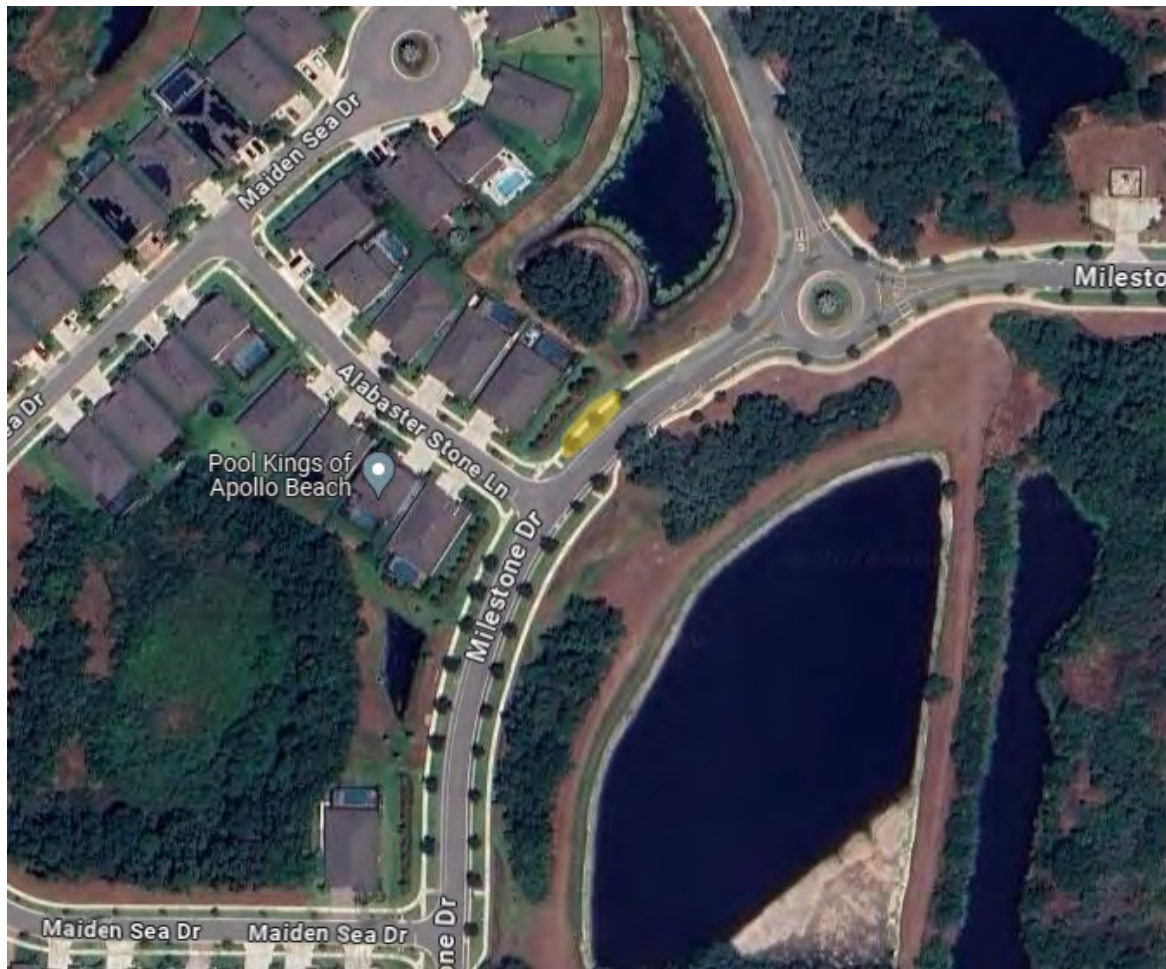
Top Soil: \$18.13

Gator Bag: \$35.00

Dump Fee: \$30.00

Result: Finished landscape at this location.





PROJECT TOTAL: \$1,433.96

Terms & Conditions

By _____

Jessi Milch

Date _____

3/21/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email:

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 3/22/2024

10108 - Gold Mound/Firebush to Sweet Viburnum - Shadowlake/Paradiso

Purpose: Sunrise to provide pricing, materials and labor to remove the remaining failing Gold Mound in the bed at Shadowlake/Paradiso and replacing with Sweet Viburnum (*Viburnum odoratissimum*), per request of John Toborg of Rizzetta.

Process: On the common area corner of Shadowlake/Paradiso, there are 2 ends of a bed that are in need of new plants. On the easternmost end of the bed (right side of bed), the failing Gold Mound will be removed and replaced by (7) 3 gal Sweet Viburnum. On the westernmost end of bed (left side), it is currently empty. In this area, (7) 3 gal Sweet Viburnum will be planted.

**Please note: this proposal does not include irrigation checks, amendments or repairs. Ballenger will be notified before and after installation.*

Due to fluctuations in the landscape industry, the prices in this proposal will be honored for 30 days from presentation.

Breakdown of Price:

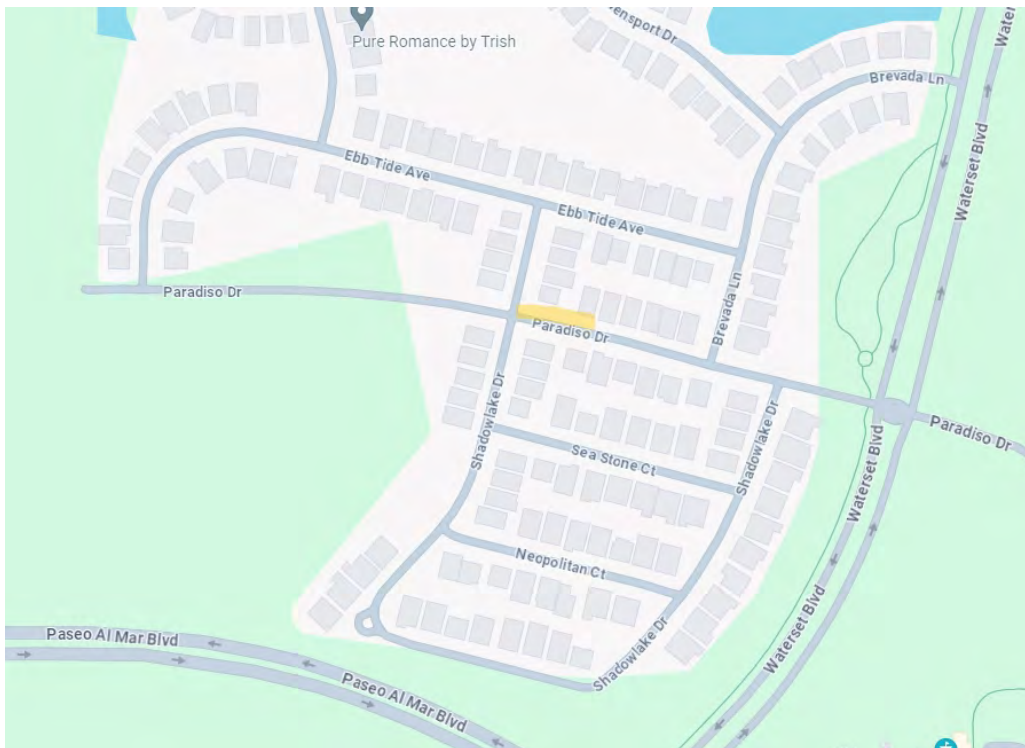
Labor: \$1395.00

(14) 3 gal Sweet Viburnum (*Viburnum odoratissimum*): \$201.25

2 cu. yard Soil: \$145.00

Dump Fee: \$30

Result: Finished landscape at this location.





PROJECT TOTAL: \$1,771.25

Terms & Conditions

By _____

Jessi Milch

Date 3/22/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email: cddinvoice@rizzetta.com

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 1/31/2024

9068 - Variegated Confederate Jasmine - Crestpoint Parks 1 & 3

Purpose: Sunrise to provide pricing, materials and service to complete the beds at Crestpoint Parks 1 & 3 at Waterset North, per request of John Toborg of Rizzetta.

Process: Remove any remaining plant material, and fill in gaps of Variegated Confederate Jasmine with additional (3) Variegated Confederate Jasmine bushes, installed 24" from center.

Crestpoint 1: (60) 3 gal Variegated Confederate Jasmine

Crestpoint 3: (70) 3 gal Variegated Confederate Jasmine

Please note: this proposal does not include irrigation checks, amendments or repairs.

This proposal does not include mulch.

Result: Completed landscape beds at the parks on Crestpoint.







EM - Installation

Items	Quantity	Unit	Price
Labor - Enhancement	20.00	HR	\$1,860.00
Confederate Jasmine	130.00	3 GAL	\$1,950.00
EM - Installation:			\$3,810.00
PROJECT TOTAL:			\$3,810.00

Terms & Conditions

By _____

Jessi Milch

Date _____

1/31/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email: cddinvoice@rizzetta.com

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 1/31/2024

9080 - Annuals at Monument Sign (Removing Jasmine in Front) Option One

Purpose: Sunrise to provide pricing, materials and service to revamp the Monument Sign at the Waterset North Entrance (Big Bend Road), per request of John Toborg.

Process: (In photo below), removal and disposal of Variegated Confederate Jasmine from the perpendicular yellow line, following through the arrow symmetrically to the other side of the monument sign, and replacing with 6" annuals, making a horseshoe shape.

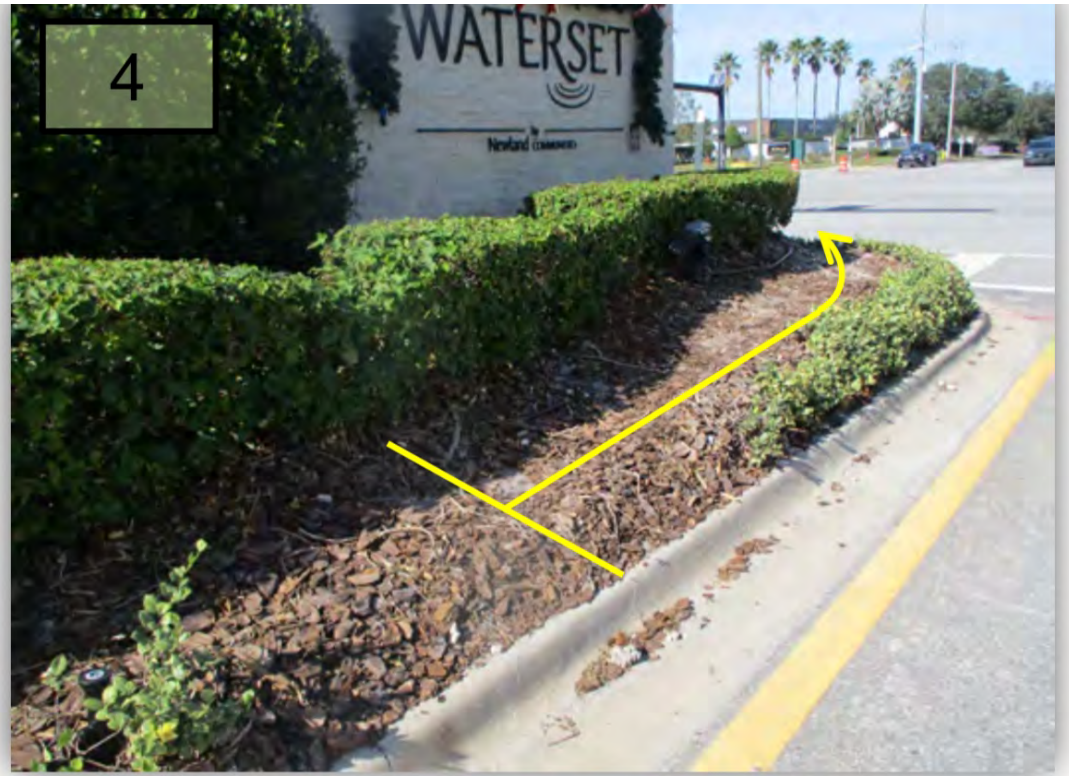
Behind the yellow line will be filled in with additional Variegated Confederate Jasmine plants and mulch.

6" annuals to be installed between 8-10" from center.

**Please note: color and variety of annuals is dependent on availability at the time of sourcing and install. Examples include: Sunpatiens, Begonias, Geranium, Alyssum, New Guineas.*

This proposal does not include irrigation checks, amendments or repairs.

Result: Enhanced curb appeal at the main entrance of Waterset North.





EM - Installation

Items	Quantity	Unit	Price
Labor - Enhancement	12.00	HR	\$1,116.00
6" Annuals	375.00	EA	\$2,671.88
Bag of Pine Bark Nugget Mulch	6.00	EA	\$127.50
3 gal Variegated Confederate Jasmine	50.00	EA	\$750.00
Top Soil	0.25	cuyd	\$18.13
20-20-20 Fertilizer	40.00	1 lb	\$178.10
EM - Installation:			\$4,861.61
PROJECT TOTAL:			\$4,861.61

Terms & Conditions

By _____

Jessi Milch

Date _____

1/31/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

**Customer:**

Waterset North CDD
7012 Sail Lane
Apollo Beach, FL 33572
Office #
Cell #
Email: cddinvoice@rizzetta.com

Account Owner:

Jessi Milch
jmilch@sunriselandscape.com
Date: 1/31/2024

9220 - Annuals at Monument Sign (Keeping Jasmine in Front) - Option Two

Purpose: Sunrise to provide pricing, materials and service to revamp the Monument Sign at the Waterset North Entrance (Big Bend Road), per request of John Toborg.

Process: (In photo below) This proposal outlines the addition of 6" Annuals from the front of the yellow perpendicular line through to the symmetrical point on the opposite side of the sign, making a horseshoe shape. This proposal includes keeping the Jasmine in front to ensure erosion control (adding a few more, if need be). Behind the yellow line will be filled in with additional Variegated Confederate Jasmine plants and mulch.

6" annuals to be installed between 8-10" from center.

**Please note: color and variety of annuals is dependent on availability at the time of sourcing and install. Examples include: Sunpatiens, Begonias, Geranium, Alyssum, New Guineas.*

This proposal does not include irrigation checks, amendments or repairs.

The renderings in this proposal are for illustration only, are not drawn to scale, and do not include exact plant count.

Result: Enhanced curb appeal at the main entrance of Waterset North.







EM - Installation

Items	Quantity	Unit	Price
Labor - Enhancement	8.00	HR	\$744.00
6" Annuals	150.00	EA	\$1,068.75
Bag of Pine Bark Nugget Mulch	6.00	EA	\$127.50
3 gal Variegated Confederate Jasmine	55.00	EA	\$825.00
Top Soil	0.25	cuyd	\$18.13
20-20-20 Fertilizer	20.00	1 lb	\$89.05

PROJECT TOTAL: \$2,872.43

Terms & Conditions

By _____

Jessi Milch

Date _____

1/31/2024

Sunrise Landscape

By _____

Date _____

Waterset North CDD

Tab 7

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 NORTH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Waterset North Community Development District was held on **Tuesday, February 27, 2024, at 6:01 p.m.** at the Waterset Club, located at 7281 Paradiso Drive, Apollo Beach FL, 33572.

Present and constituting a quorum:

Alex Wohlhueter	Chairman
TJ Pyche	Vice Chair
Paul Anderson	Assistant Secretary
Trish Cianci-Deckard	Assistant Secretary
Mike Tobin	Assistant Secretary

Also, present were:

Ruben Durand	District Manager; Rizzetta & Co., Inc.
Jessi Milch	Representative, Sunrise Landscape
Christian Santiago	Representative, Sunrise Landscape
Brad Amos	Representative, Sunrise Landscape
J. Giffin Chumley	District Counsel, Fishback Dominic, Via conf. call
John Toborg	Landscape Inspection Services Manager, Rizzetta & Co., Inc.,
Karina Jorrin	Asst. Property Manager, Castle Group
Paul Valna	Representative, Ballenger
Jerry Whited	Representative, BDI Engineering,
Kayla Connell	District Financial Services Manager; Rizzetta & Co., Inc., (via conf. call)

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Durand called the meeting to order at 6:01 p.m. and confirmed a quorum.

SECOND ORDER OF BUSINESS

Audience Comments

An audience member mentioned that they want reminders of the upcoming CDD meetings.

A resident mentioned that the barn looks great.

On a motion by Mr. Wohlhueter, seconded by Mr. Tobin, with all in favor, the Board authorized Brain Hosking and RDZ to install areca palms, pending confirmation of liability insurance, for the Waterset North Community Development District.

A resident mentioned that there will be an Awareness Walk, on April 27, 2024, supporting sexual assault victims.

On a motion by Mr. Wohlhueter, seconded by Mr. Pyche, with all in favor, the Board approved the Awareness Walk on April 27, 2024, for the Waterset North Community Development District.

On a motion by Mr. Wohlhueter, seconded by Ms. Cianci-Deckard, with all in favor, the Board approved to expand the swimming activities provided by Little Rays Swim School, for the Waterset North Community Development District.

A resident expressed interest in using The Landing for a restaurant and provided a presentation for the board.

THIRD ORDER OF BUSINESS

Staff Reports

A. District Counsel

Present, no report.

B. District Engineer

i. Presentation of Public Facilities Report

Mr. Whited presented the Public Facilities Report and answered Board questions. Mr. Whited will sign report and send to Rizzetta to publish on the CDD's website.

Mr. Whited will get proposal from Site Master for sidewalk repairs.

C. Landscape & Irrigation

i. Presentation of Landscape Inspection Report

Mr. Toborg presented report and provided updates.

ii. Landscape Contractor Update

Board members provided feedback to Sunrise.

iii. Landscape Contractor Responses

Mr. Valna provided updates.

D. Aquatics Lake Management

i. Presentation of Waterway Inspection Report

Mr. Durand presented the report to the Board.

E. Clubhouse Manager

i. Presentation of Property Management Report

Ms. Jorin presented report.

The HOA is requesting permission for an event on March 22 & 23 of 2024.

On a motion by Mr. Pyche, seconded by Mr. Wohlhueter, with all in favor, the Board approved the use of CDD property for an HOA event on March 22 & 23 of 2024, for the Waterset North Community Development District.

On a motion by Mr. Anderson, seconded by Mr. Pyche, with all in favor, the Board approved the TECO proposal for bollard lights and to authorize the Chair to sign outside of meeting, NTE \$5K to deenergize bollard lights that are not being replaced, for the Waterset North Community Development District.
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On a motion by Mr. Wohlhueter, seconded by Mr. Anderson, with all in favor, the Board approved the American Mulch proposal for the playgrounds at The Landing and at Lakeside, in the amount of \$5,150.00 , for the Waterset North Community Development District.
--

F. District Manager

Mr. Durand announced that the next regular meeting will be held on March 26, 2024, at 6:00 p.m. at the Waterset Club, located at 7281 Paradiso Drive, Apollo Beach FL. 33572. Additionally, a budget workshop is being held at the same location on April 9th, 2024, at 6pm.

FOURTH ORDER OF BUSINESS

Ratification of Cooper Pools Agreement

On a motion by Mr. Pyche, seconded by Mr. Anderson, with all in favor, the Board ratified the Cooper Pools Agreement, for the Waterset North Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Mulch Proposals

On a motion by Mr. Wohlhueter, seconded by Ms.Cianci-Deckard, with all in favor, the Board approved Proposal – Mulch Blowers of Florida in the amount of **\$90,250.00**, for the Waterset North Community Development District.

SIXTH ORDER OF BUSINESS

Consideration of Landscape Proposals

Proposals 9286, 9574, 9576, 9578, 9068, 9080, and 92200 were tabled.

Proposals 9444, 9047, and 9063 were removed from consideration.

On a motion by Mr. Wohlhueter, seconded by Mr.Pyche, with all in favor, the Board approved Proposal – 9447 – Option 2: Cutback/Flush Cut of Dead Azaleas on WSBlvd (between Brevada and Paradiso) in the amount of **\$2,482.00**, for the Waterset North Community Development District.

On a motion by Mr. Wohlhueter, seconded by Ms.Cianci-Deckard, with all in favor, the Board approved Proposal – 9453 – Cut & Stump Grind 6 Dead Pine Trees on WS BLVD in the amount of **\$2,857.14**, for the Waterset North Community Development District.

On a motion by Mr. Pyche, seconded by Mr. Wohlhueter, with all in favor, the Board approved Proposal – 9474 – Removal of Hong Kong Orchid – Splash Pad Park in the amount of **\$545.45**, for the Waterset North Community Development District.

On a motion by Ms.Cianci-Deckard, seconded by Mr. Tobin , with all in favor, the Board approved Proposal – 9572 – Xanadu at Splash Pad (Lakeside Amenity Totlot) in the amount of **\$2,054.38**, for the Waterset North Community Development District.

SEVENTH ORDER OF BUSINESS

Discussion on Arbitrage Report

Mr. Durand presented the report to the Board.

EIGHTH ORDER OF BUSINESS

**Consideration of LLS Tax
Solutions Engagement Letter**

On a motion by Mr. Pyche, seconded by Ms. Cianci-Deckard, with all in favor, the Board approved the LLS Tax Solutions Engagement Letter, for the Waterset North Community Development District.

NINTH ORDER OF BUSINESS

Discussion on FY 24/25 Budget

The Board would like to discuss increasing certain line items.

The Board requested a Budget Workshop meeting, scheduled for Tuesday, April 9, 2024 at 6 p.m.

TENTH ORDER OF BUSINESS

**Discussion on Investment of
Funds**

Ms. Connell provided information on discussion of funds.

ELEVENTH ORDER OF BUSINESS

**Consideration of Minutes of
Board of Supervisors' Regular
Meeting held on
January 23, 2024**

On a motion by Mr. Wohlhueter, seconded by Mr. Pyche, with all in favor, the Board approved the Minutes of Board of Supervisors' Regular Meeting held on January 23, 2024, for the Waterset North Community Development District.

TWELVETH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
District for January 2024**

January 2024 - \$189,185.17

On a motion by Mr. Anderson, seconded by Ms. Cianci-Deckard, with all in favor, the Board ratified the Operations & Maintenance Expenditures January 2024 **(\$189,185.17)**, for the Waterset North Community Development District.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Operations &
Maintenance Expenditures for
Café for January 2024**

January 2024 - \$6,125.65

On a motion by Mr. Pyche, seconded by Mr. Wohlhueter, with all in favor, the Board ratified the Operations & Maintenance Expenditures for Café for January 2024 **(\$6,125.65)**, for the Waterset North Community Development District.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests

No Supervisor Requests.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Tobin, seconded by Ms. Cianci-Deckard, with all in favor, the Board approved to adjourn the meeting at 8:39 p.m., for the Waterset North Community Development District.

Assistant Secretary

Chair / Vice Chair