



Rizzetta & Company

Connerton East Community Development District

Board of Supervisors' Meeting

March 12, 2024

**District Office:
5844 Old Pasco Road Suite 100
Wesley Chapel, FL 33544
813.533.2950**

Connertoneastcdd.org

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, FL 33588
www.connertoneastcdd.org

District Board of Supervisors

| | |
|------------------|---------------------|
| Kelly Evans | Chair |
| Lori Campagna | Vice Chair |
| Paulo Beckert | Assistant Secretary |
| Chris Smith | Assistant Secretary |
| Charlie Peterson | Assistant Secretary |

District Manager Debby Wallace Rizzetta & Company, Inc.

District Counsel John Vericker Straley, Robin & Vericker

District Engineer Brian Surak Clearview Land Design

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

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

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

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

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

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

March 4, 2024

Board of Supervisors
**Connerton East Community
Development District**

AGENDA

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Connerton East Community Development District will be held on March 12, 2024 at 9:00 a.m., at the Residence Inn by Marriott Tampa located at 2101 Northpointe Parkway, Lutz, Florida 33588. The following is the agenda for the meeting:

BOS MEETING:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Regular Board of Supervisors Meeting Minutes for February 13, 2024 Tab 1
 - B. Ratification of Operation & Maintenance Expenditures for January 2024 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Pool Construction License Agreement Tab 3
 - i. Consideration of Pool Construction Access Request Tab 4
 - B. Consideration of Resolution 2024-01; Golf Cart Policy..... Tab 5
 - C. Ratification of Utility Construction & Access Easement Tab 6
 - D. Ratification of Third Amendment of Connerton School Sale Tab 7
 - E. Ratification of DTS Agreement Tab 8
 - F. Discussion of Connerton 4.1 Walk Through and Punch List.. Tab 9
 - G. Consideration of First Addendum Landscape Maintenance For 4.1 Tab 10
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Aquatic Report Tab 11
 - D. District Manager Tab 12
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

Debby Wallace

Debby Wallace

Regional District Manager

Tab 1

MINUTES OF MEETING

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

**CONNERTON EAST
COMMUNITY DEVELOPMENT DISTRICT**

The regular Meeting of the Board of Supervisors of Connerton East Community Development District was held on **Tuesday, February 13, 2024, 9:01 a.m.** at the Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

Present and constituting a quorum:

| | |
|---------------|--|
| Kelly Evans | Board of Supervisor, Chairman |
| Lori Campagna | Board Supervisor, Vice-Chair |
| Paulo Beckert | Board Supervisor, Assistant Secretary |

Also present were:

| | |
|---------------|---|
| Debby Wallace | District Manager, Rizzetta & Company |
| John Vericker | District Counsel, Straley Robin Vericker |
| Brain Surak | District Engineer, Clearview Land Design (via phone) |
| Wesley Elias | District Manager, Rizzetta & Company |

| | |
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| Audience | Present |
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FIRST ORDER OF BUSINESS

Call to Order

Ms. Wallace called the meeting to order at 9:01 a.m. confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

Audience members were present with no comments.

THIRD ORDER OF BUSINESS

**Consideration of Regular Board of
Supervisors Meeting Minutes for
January 9, 2024**

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|---|
| On a Motion by Ms. Evans, seconded by Mr. Beckert, with all in favor, the Board of Supervisors approved the Regular Meeting Minutes for January 9, 2024, as presented, for the Connerton East Community Development District. |
|---|

79 The Board directed Ms. Wallace to have the HOA send out an email blast regarding the
80 new towing policy to begin on March 1, 2024.

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TENTH ORDER OF BUSINESS **Ratification of Landscape Proposal for
Dog Park**

On a Motion by Ms. Campagna, seconded by Ms. Evans, with all in favor, the Board of Supervisors ratified the Steadfast proposal in the amount of \$1,550.00 for mulch and pine straw at the Dog Park, for the Connerton Community Development District.

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ELEVENTH ORDER OF BUSINESS **Consideration of Resolution 2024-01;
Golf Cart Policy**

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This item was tabled.

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District Counsel with work with District Manager and Chair on final version for next meeting.

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TWELFTH ORDER OF BUSINESS **STAFF REPORTS**

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A. District Counsel
Present. No report.

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B. District Engineer
Present. No report.

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C. Aquatic Report
The Board reviewed the Aquatic Report.

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D. District Manager Report
Ms. Wallace reminded the Board of Supervisors that the next meeting is scheduled for February 13, 2024, at 5:00 p.m., at Residence Inn by Marriott Tampa at 2101 Northpointe Parkway, Lutz, Florida 33588.

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Ms. Wallace presented the Website Compliance Report.

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The Board reviewed the site visit report.

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THIRTEENTH ORDER OF BUSINESS **Supervisor Requests**

There were no supervisor requests.

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125 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

On a motion from Ms. Evans, seconded by Mr. Beckert, the Board approved to adjourn the meeting at 9.27 a.m. for the Connerton East Community Development District.

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Assistant Secretary

Chairman / Vice-Chairman

Tab 2

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (904) 436-6270

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

Operation and Maintenance Expenditures January 2024 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$24,051.09**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Connerton East Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

| <u>Vendor Name</u> | <u>Check #</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|----------------|-----------------------|--|-----------------------|
| Gig Fiber, LLC | 100209 | 2220 | Solar Light Lease 01/24 | \$ 2,450.00 |
| Gig Fiber, LLC | 100209 | 2221 | Solar Light Lease 01/24 | \$ 2,650.00 |
| Jayman Enterprises, LLC | 100203 | 2865 | Sign Repair 12/23 | \$ 125.00 |
| Jayman Enterprises, LLC | 100210 | 2875 | Dog Park Maintenance 12/23 | \$ 550.00 |
| Kelly Evans | 100205 | KE010924-563 | Board of Supervisors Meeting 01/09/24 | \$ 200.00 |
| Lori Campagna | 100206 | LC010924-563 | Board of Supervisors Meeting 01/09/24 | \$ 200.00 |
| Lutz Hotel Management, LLC | 100214 | 011824 Lutz | Board Meeting Room Rental 02/13/24 | \$ 81.33 |
| Paulo Beckert | 100207 | PB010924-563 | Board of Supervisors Meeting 01/09/24 | \$ 200.00 |
| Rizzetta & Company, Inc. | 100201 | INV0000086392 | Annual Dissemination Services FY 23/24 | \$ 5,000.00 |
| Rizzetta & Company, Inc. | 100202 | INV0000086482 | District Management Fees 01/24 | \$ 4,100.00 |
| Sitex Aquatics, LLC | 100211 | 7888-B | Monthly Lake Management 01/24 | \$ 2,219.00 |
| Steadfast Contractors Alliance, LLC | 100204 | SM-10892 | Irrigation Repairs 12/23 | \$ 245.00 |
| Steadfast Contractors Alliance, LLC | 100212 | SM-10852 | Landscape Maintenance 01/24 | \$ 4,899.00 |
| Steadfast Contractors Alliance, LLC | 100212 | SM-10898 | Tree Removal 12/23 | \$ 1,000.00 |
| Withlacoochee River Electric Cooperative, Inc. | 100208 | 2221915 12/23 | 10129 Campanula CT 12/23 | \$ 41.05 |

Connerton East Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2024 Through January 31, 2024

| <u>Vendor Name</u> | <u>Check #</u> | <u>Invoice Number</u> | <u>Invoice Description</u> | <u>Invoice Amount</u> |
|--|----------------|-----------------------|--|----------------------------|
| Withlacoochee River Electric Cooperative, Inc. | 100208 | 2259463 12/23 | 21567 Violet Periwinkle Drive 12/23 | \$ 43.96 |
| Withlacoochee River Electric Cooperative, Inc. | 100213 | 2243217 12/23 | 9639 Flourish Dr - Reclaim Water 12/23 | \$ 46.75 |
| Report Total | | | | <u>\$ 24,051.09</u> |

Tab 3

TEMPORARY POOL CONSTRUCTION LICENSE AGREEMENT

This Temporary Pool Construction License Agreement (the “**Agreement**”) is given as of the _____ day of _____, 2024 by **Connerton East Community Development District**, a special purpose local government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, (the “**District**”), and _____, whose address _____, together with their successors and assigns (collectively, the “**Licensee**”).

WHEREAS, Licensee owns certain real property (the “**Licensee’s Property**”) located within the boundaries of the District located at _____.

WHEREAS, the District owns certain property legally described as Tract _____ of _____, as recorded in Plat Book _____, Page(s) _____ of the public records of Pasco County, Florida, located adjacent to the Licensee’s Property (the “**District’s Property**”).

WHEREAS, the Licensee desires to construct a pool on the Licensee’s Property and desires to use a portion of the District’s Property for ingress and egress in connection with such construction.

WHEREAS, the District has agreed to allow limited use of the District’s Property for ingress and egress during construction by Licensee on the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. **Recitals**. The recitals set forth above are incorporated into this Agreement by reference.
2. **Grant of License**. The District hereby grants to Licensee, their contractors and agents (collectively referred to below as “**Licensee**”), a temporary non-exclusive license (the “**License**”) for ingress and egress over and across the District’s Property for the sole purpose of transporting equipment and materials to Licensee’s Property. This License does not grant the right to use the District’s Property for any purpose other than to provide access to the Licensee’s Property for construction of the pool. Materials, vehicles or construction operations may not be parked, stored or performed on the District’s Property.
3. **Term of the License**. This License shall become effective as of the date of this Agreement, and shall remain in effect for six months from the date of the Agreement, after which time the License shall terminate for all purposes.

4. **Damages and Restoration.** It is the intent of the parties that Licensee shall be fully responsible for maintaining and restoring the District's Property to the condition existing prior to use of the License. Licensee shall be fully responsible for repairing any damage and restoring the District's Property to its pre-existing condition, if necessary, and hereby agrees to pay all costs and expenses in connection with any restoration, including, without limitation, grading or re-grading, sod replacement, erosion, and engineering costs. All restoration work shall be completed by six months from the date of this Agreement.
5. **Deposit.** Prior to the commencement of the pool construction, the Licensee shall pay to the District a refundable deposit in the amount of two thousand five hundred dollars (\$2,500.00). Upon completion of pool construction, the District Manager or designated personnel will inspect the District's property to ensure that it has been restored to the condition prior to the use of the License. Once the District has determined that District Property has been restored to its prior condition, the aforementioned deposit will be returned to the Licensee within thirty (30) days.
6. **Insurance.** Licensee shall maintain or cause Licensee's contractor(s) to maintain commercial liability insurance and casualty insurance in amounts not less than one million dollars (\$1,000,000.00). The foregoing insurance shall name the Connerton East Community Development District as additional insured for the pool construction job. Licensee shall or cause Licensee's contractors to provide a certificate of insurance evidencing the insurance coverage to the District Manager prior to commencing the construction work.
7. **Indemnification.** Licensee agrees to indemnify, defend, and hold the District, its Board of Supervisors and its employees, agents and assigns harmless from any claims for injury to any person or damages to adjacent property arising from the use of the License.
8. **Costs and Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, appellate proceedings, and engineers' fees and costs.
9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may not be amended except in writing.
10. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed above and shall be deemed received upon actual receipt by mail.

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

Licensee(s)

**Connerton East Community
Development District**

XXXXXXXXXX

Kelly Evans
Chair of the Board of Supervisors

XXXXXXXXXX

Tab 4

From: Brent Snider <brent.snider1@yahoo.com>
Sent: Tuesday, February 20, 2024 2:16 PM
To: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Cc: Lola <lolasnider76@yahoo.com>
Subject: [EXTERNAL]Access Request

NOTICE: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

Good afternoon,

My name is Brent Snider, and I live at 22063 Storybook Cabin Way in the Connerton East CDD. I received approval from the HOA regarding a pool construction request. However, a new fence erected by my neighbor has blocked access to the north side of the property, originally designated for equipment passage to the backyard.

I contacted the HOA to address this issue, and they recommended I also contact the Connerton CDD. Below are the two solutions I have proposed:

Option 1: Utilize access through the backside of the parking lot at the intersection of Little Bluestem Dr. and Storybook Cabin Way. This ensures unimpeded passage for the necessary equipment. I am prepared to cover the expense of replacing any grass damaged during this process.

Option 2: Navigate between the south side of the house and the parking lot. The challenge here is the presence of the electric meter, tankless water heater, and other obstacles close to the house. I would need to remove up to ten (10) bushes from the parking lot landscaping to facilitate equipment movement. Once construction is complete, I will cover the cost of replacing these bushes.

I kindly request your approval for one of these options to facilitate the smooth execution of the pool build project. I can be contacted by email at brent.snider1@yahoo.com or by phone at 618-978-6159. Thank you.



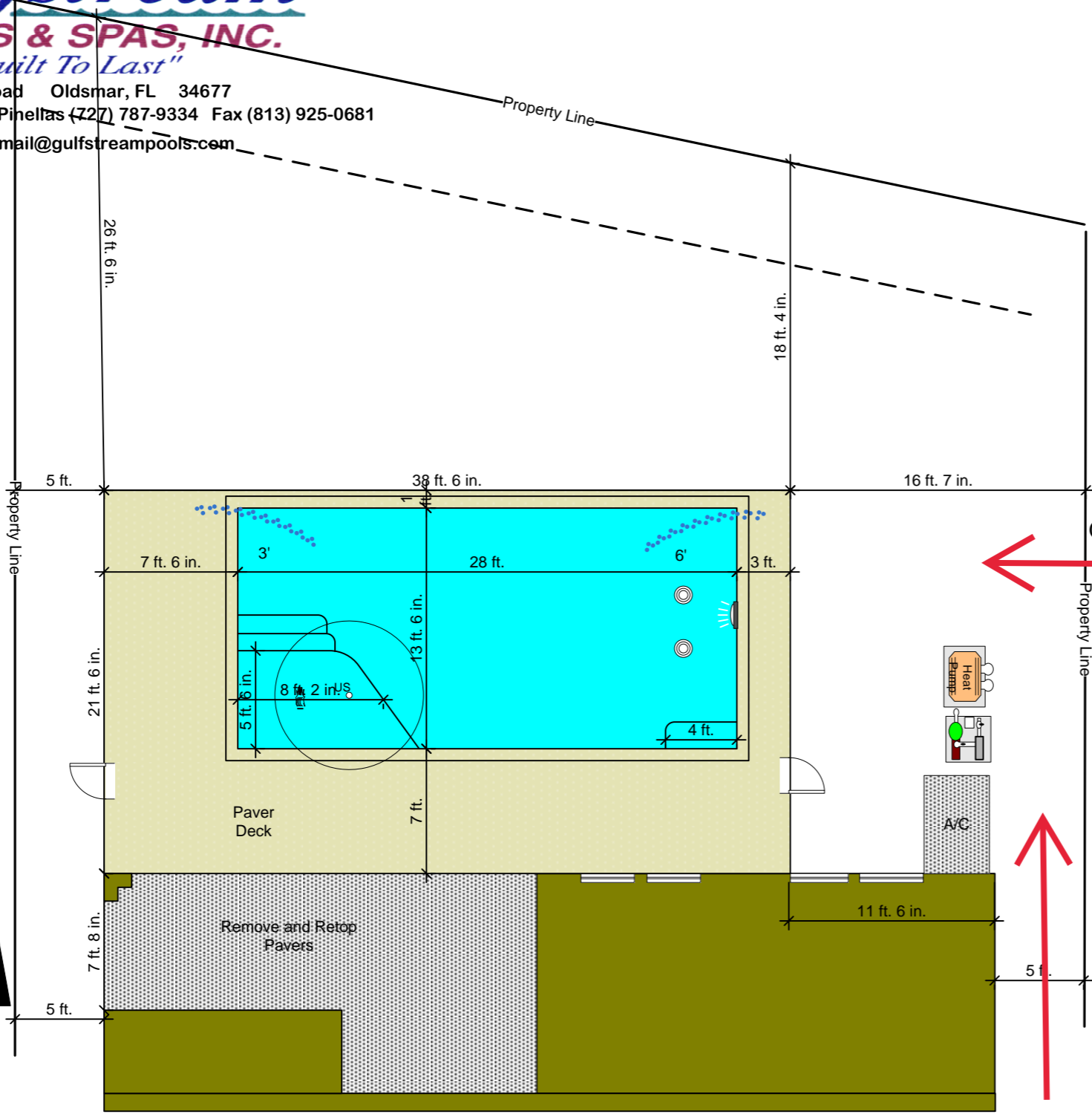
3916 Tampa Road Oldsmar, FL 34677
 Tampa/Oldsmar (813) 925-0909 Pinellas (727) 787-9334 Fax (813) 925-0681
 www.gulfstreampools.com e-mail: mail@gulfstreampools.com

Owner: Brent and Lola Snider
Address: 22063 Storybook Cabin Way
 Land O Lakes, FL Zip: 34637

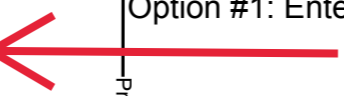
Lot: 2 **Block:** 2
Subdivision: Connterton Village4
Phone: 618-978-6159 **Work:** 618-977-6760
Email: lolasnider76@yahoo.com

Job # 8032

Pool Specifications: Rectangle
 Perimeter: 78 Size: 13'6" x 28'
 Depth: 3' to 6' Area: 378sq ft
 Gallons (Approx): 13,500
 Tile: 6x6 Coping: Paver
 Filter: C-150 Pump: Superflo
 Interior Coating: Pebble
 Deck type: Pavers Area: 450
 *Retop: 237 Risers: n/a
 DecODrain: 2" Footers: Screen
 Heater: Ultratemp120
 Swimout: 4' Benches: N/A
 Skimmer: Yes Main Drains: 2
 Sanitizer: Salt
 Returns: 3 Handrail: N/A
 Cleaning System: DVL
Electrical Hookup: Yes
 Remote Control: N/A
 Light(s): White LED
 Special: N/A
Screen Enclosure: Yes
 Color: Bronze Roof: Mansard
 Door(s): 2 Gutter: As needed
 Pan Roof: N/A Fan Beam: N/A
 Wall Height: Fascia Tear Out: N/A
Spa: N/A
 Size: N/A Jets: N/A
 Raised: N/A Blower: N/A
 Special: N/A
Notes: Remove pavers from patio
 2 Deck Jets



Option #1: Entering from Little Bluestem Dr



Option #2: Entering from Storybook Cabin Way



* Homeowner to install safety features needed for Safety Inspection by the time the Pool is ready to be filled with water.



*Pool Elevation to be set at height to allow water to drain away from pool, all decks must join at same elevation unless otherwise marked on design drawing. Water must also drain away from house and lanai(s) when present.

SCALE: 1/8" = 1' 0"



Equipment placement is always installed and set according to local codes

I Have Reviewed And Given My Approval To This Project
 Any Changes To This Plan Will Incur \$500.00 minimum Processing Fee *

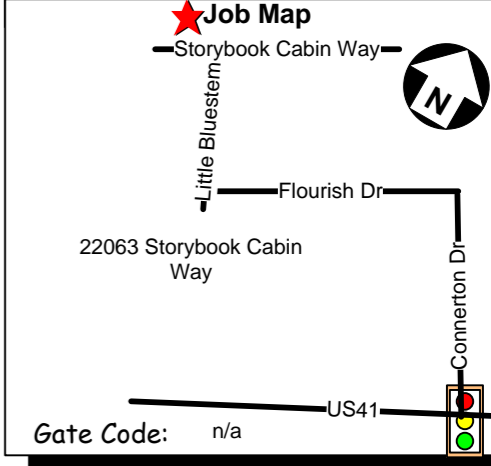
Plan Acceptance: _____ Date: _____

Designer: Scott High Date: 11-27-2023

Sunshine 811
 Call before you dig
 Construction office to call 811 locate before digging.

No Design changes can be made without written instructions from the above designer

Door Pads: _____ Stucco: If needed



Gate Code: n/a











Tab 5

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY RELATING TO GOLF CARTS ON DISTRICT PROPERTY; DESIGNATING CERTAIN DISTRICT ROADS AND AREAS FOR GOLF CART USE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 316.212, *Florida Statutes*, a golf cart may be operated upon a public road which has been designated for golf cart use by the responsible local government entity;

WHEREAS, the Board of Supervisors (the "**Board**") of the Connerton East Community Development District (the "**District**") is authorized pursuant to Section 190.011(5), *Florida Statutes* to adopt policies and resolutions for the conduct of District business, and to revise the same from time to time;

WHEREAS, the District owns the right-of-ways in the District;

WHEREAS, the Board determined that the operation of golf carts within the right-of-way of certain roads located within the District will not impede the safe and efficient flow of motor vehicular traffic;

WHEREAS, the Board determined that the speed, volume, and character of motor vehicular traffic using certain roads and designated areas located within the District will allow golf carts that may travel along or cross these roads and areas with reasonable safety;

WHEREAS, the Board determined that it is in the interests of the District, its residents and the public to designate certain roads and additional areas for golf cart usage;

WHEREAS, the operation and use of golf carts on District roadways is a privilege and not a right;
And,

WHEREAS, the Board has determined that it is necessary to implement a policy for the efficient operation and use of golf carts within the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein in their entirety.

Section 2. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the adoption of this Resolution were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to the requirements of Section 286.011, *Florida Statutes*.

Section 3. Designation of Certain Areas and Roadway.

- a. Golf carts may only be operated on District roadways or on sidewalks within District road right-of-ways.
- b. Golf carts may not be driven in playgrounds, amenity areas (other than parking lots), dog parks, conservation areas, ditches, tree preserves, grassy areas, and any other non-roadway or sidewalk area.

Section 4. Signage and Right of Way. Appropriate signage shall be placed to warn motorists that the operation of golf carts is allowed on roadway and sidewalk areas specifically designated for golf cart use. Pedestrians will have the right of way and golf cart operators will yield to such individuals.

Section 5. Golf Cart Hours of Operation.

- a. Golf carts with headlights, brake lights, turn signals, and a windshield may be operated on the designated areas referenced herein at all hours of the day.
- b. Golf carts lacking the aforementioned equipment may be operated only during the hours between sunrise and sunset.

Section 6. Requirements for Golf Carts Operating on Designated Areas. All golf carts operating on designated areas referenced herein must:

- a. be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear;
- b. be in sound and safe working condition and maintained and repaired in accordance with manufacturer's requirements and recommendations;
- c. be operated in accordance with all manufacturer's requirements;
- d. not be used to carry more persons at one time than can be safely seated in designated seating areas, and seat belts are recommended when transporting children and where required by Florida law; and,
- e. not exceed 20 miles per hour at any time.

Section 7. Requirements for Golf Cart Operators. Operators of golf carts on the designated areas referenced herein must:

- a. comply with all requirements of Section 316.212, *Florida Statutes* and other applicable Florida law as they may be changed from time to time;
- b. have proper insurance, including liability insurance, and carry proof of insurance and provide a copy to the District upon request;
- c. obey all applicable traffic laws and posted signs, including speed limits;
- d. be parked in designated golf cart vehicle parking areas or motor vehicle parking areas;
- e. no golf carts shall be parked in a roadway, on a sidewalk, or in any manner blocking a sidewalk; and,
- f. be stored in an enclosed garage and otherwise comply with the policies, rules, and regulations of the Toscana Isles Master Association, as may be applicable.

Section 8. Use of Vehicles by District Supervisors and Staff. Notwithstanding anything contained herein to the contrary, District supervisors, staff, employees, and/or contracted vendors may use golf carts and utility vehicles owned and operated by District supervisors, staff, employees, and/or contracted vendors anywhere on District property in order to conduct District business and operations, including the inspection, operation, management, maintenance, and repair of District property.

Section 9. Assumption of Risk and Indemnification of the District.

- a. The owner of a golf cart and/or any person using or riding in a golf cart in the community assumes the risk of property damage, personal injury or death.
- b. The District shall not be liable for golf carts operated in the community or any liability arising from or related to the use of a golf cart in the community, whether or not in compliance with this policy and/or applicable law.
- c. By operating or riding in a golf cart on any District street or road, each person operating or riding in such golf cart agrees to indemnify, defend, and hold harmless the District, including its residents, supervisors, directors, officers, agents, managers, management company, attorneys, representatives, employees, agents, successors and assigns, from any *and all* causes

of action, costs, damages, liabilities, suits, *claims*, losses, and/or harm (collectively, "**claims**"), of any *and* every kind or nature, including but *not* limited equitable and legal claims and claims for personal injury or property damage, arising from or related to operating, using, or riding in a golf cart in the community.

Section 10. Enforcement.

- a. Any violation of this Resolution, as determined by the Board, may result in suspension or revocation of privileges to operate the golf cart in the community and/or suspension of use of District recreation facilities.
- b. Any threat to safety may result in immediate contact to law enforcement and/or legal action. Safety violations and any violation of Florida motor vehicle and traffic laws, as well as other applicable federal, state, and/or local law, shall be reported to and enforced by the City of Venice Police Department or other applicable agency.

Section 11. Conflict with Jurisdiction or Authority of State, County, or City. To the extent that any provision of this Resolution is preempted by or conflicts with the jurisdiction or authority of the State of Florida, Sarasota County, or the City of Venice over the areas designated herein under any law, regulation, or ordinance, the conflicting provision(s) of this Resolution shall have no effect.

Section 12. Severability. The provisions of this Resolution are hereby declared to be severable. If any provision of this Resolution is invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof.

Section 13. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted on [DATE].

Attest:

**Connerton East
Community Development District**

Secretary/Assistant Secretary

Name: Kelly Evans
Title: Chair of the Board of
Supervisors

RESOLUTION 2024-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
CONNERTON EAST COMMUNITY DEVELOPMENT
DISTRICT (THE “DISTRICT”) ADOPTING A POLICY WITH
REGARDS TO THE OPERATION OF GOLF CARTS ON
DISTRICT ROADS.**

WHEREAS, the District is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), for the purpose, among other things, of financing and managing the acquisition and construction, maintenance, and operation of the major infrastructure within and without the boundaries of the lands to be governed by the District; and

WHEREAS, the District owns and maintains the public roads located within the District, and the District desires to allow District residents and guests to operate golf carts on District roads to the extent permitted by Florida law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. GOLF CART POLICY. To the extent permitted under Florida law, residents and guests of the District may operate golf carts on District roads. Any resident or guest using a golf cart on a District road must abide by all applicable traffic laws while operating golf carts on a District road.

SECTION 2. EFFECTIVE DATE OF RESOLUTION. This Resolution shall become effective immediately upon its adoption.

ADOPTED this __ day of February, 2024.

Attest:

**Connerton East
Community Development District**

By: _____
Name: _____
Assistant Secretary

By: _____
Name: Kelly Evans
Title: Chairman of the Board of
Supervisors

Tab 6

PREPARED BY AND RETURN TO:

Terri G. Sonn, Esq.
Sonn Law, P.A.
19495 Biscayne Blvd., suite 607
Aventura, FL 33180

Space above this line for recorder's use only

UTILITY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

(Gallantree Place)

THIS UTILITY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "**Agreement**") is executed as of the ____ day of _____, 2024, by **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT** ("**Grantor**"), whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, and **CONNERTON CHARTER PROPERTY LLC**, a Florida limited liability company ("**Grantee**"), whose post office address is 4455 Kelnepa Drive, Jacksonville, Florida 32207. Grantee and Grantor are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

BACKGROUND STATEMENT

A. Grantor is the owner of certain parcels of land described and depicted on **Exhibit "A"** attached (the "**Easement Areas**").

B. Grantee is the owner of certain real property described on **Exhibit "B"** attached ("**Grantee Parcel**").

C. The Easement Areas, Grantee Parcel and the portions of the real property owned by Grantor immediately adjacent to the Easement Areas (the "**Grantor Parcel**") (or any portions thereof) are sometimes referred to individually as a "**Parcel**" and collectively as the "**Parcels**".

D. Grantee intends to develop Grantee's Parcel into a charter school and related facilities, and in connection with the construction of water and sewer lines on Grantee's Parcel, Grantee desires easements for construction of water and sewer lines across the Easement Areas. Further, Grantee desires access over the Easement Areas for its guests and invitees.

E. The Parties believe the most effective manner to accomplish the foregoing objectives is to subject the Parcels to this Agreement with the intent that this Agreement and the provisions, covenants, conditions, obligations, and easements set forth herein shall run with title to the Parcels.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations, and easements:

1. Temporary Easement for Construction; Maintenance Easement. Grantor hereby grants to Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "**Grantee Parties**"), for the benefit of Grantee, Grantee Parties and Grantee's Parcel, temporary, non-exclusive easements over, on, under, through and across the Easement Areas to use as reasonably necessary for the construction from time to time of water and sewer utility infrastructure to serve the Grantee Parcel, including the right of staging vehicles and equipment and storage of materials. These temporary easements shall terminate upon the earlier of (a) completion of the construction of the final phase of Grantee's development of the Grantee Parcel, or (b) 20 years from the date of this Agreement; provided however that the easement herein granted includes a permanent easement for the repair, replacement and maintenance of such infrastructure constructed on the Easement Area.

2. Permanent Access Easement. Grantor hereby grants to Grantee the non-exclusive right to connect the Grantee Parcel to and use, access, drive over and/or otherwise travel unimpeded by gates, permit or sticker requirements or any other limitation of use devices, the Easement Areas, which access and use shall extend to Grantee's tenants, and its and their licensee's, invitees and agents; such easement inclusive of Grantee's rights from time to time to construct and improve paved connection to Grantee Parcel at and within a reasonable distance of the point of roadway connection shown on Exhibit "A".

3. Damage. In the event that Grantee or any Grantee Parties cause damage to the Easement Areas and/or Grantor Parcel (collectively, the "**Property**") or to adjacent property or improvements, then Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. Indemnification. Grantee will hold harmless and indemnify Grantor and its direct and/or indirect, past, present and future officers, directors, shareholders, partners, members, managers, agents, customers, invitees, licensees, contractors, tenants, employees, affiliates, subsidiaries and parent companies (collectively, the "**Indemnification Parties**") for any suits, claims, losses, costs, damages, or expenses suffered by any of them as a result of (a) damage to property, or injury to or death of persons caused by the Grantee and/or the Grantee Parties and (b) the failure to pay for any work performed by Grantee and/or the Grantee Parties. The obligations set forth in this Section 4 shall survive termination of this Agreement.

5. Insurance. Throughout the term of this Agreement, Grantee shall maintain commercial general liability insurance in an aggregate sum of not less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit insuring against bodily injury or property damage. Said insurance shall name Grantor as an additional insured, be occurrence based, be

obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement.

G. No Joint Venture. Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.

[remainder of page intentionally left blank]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Print Address: _____

By: _____
Kelly Evans, Chair of the
Chair of the Board of Supervisors

Print Name: _____
Print Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 202___, by _____, as _____ of **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, on behalf of said district. He/She [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

WITNESSES:

**CONNERTON CHARTER PROPERTY
LLC, a Florida limited liability company**

Print Name: _____
Print Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Print Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 202__, by _____ as _____ of _____, on behalf of said company. They are personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Tab 7

**THIRD AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
(CONNERTON – CHARTER SCHOOL SITE)**

THIS THIRD AMENDMENT TO AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this “**Amendment**”) is made as of the Amendment Date, defined below, by **LENNAR HOMES, LLC**, a Florida limited liability company (“**Seller**”), and **SEMINOLE EDUCATIONAL FACILITIES LLC**, a Florida limited liability company (“**Buyer**”).

RECITALS

A. Buyer and Seller entered into an Agreement for the Purchase and Sale of Real Property, dated August 18, 2021, as amended by First Amendment dated October 25, 2021, and second Amendment dated September 21, 2023 (collectively, the “**Agreement**”).

B. Buyer and Seller desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. The “**Amendment Date**” shall be the date on which the later of Buyer and Seller has executed this Amendment and so notified the other in writing.

2. **Purchase Price.** The Property consists of 14.182 upland acres as determined by Clearview Land Design, P.L., and therefore pursuant to Section 2.01 of the Agreement, the Purchase Price is Four Million, Forty-One Thousand and Eight Hundred Seventy Dollars (\$4,041,870). Further, in consideration of certain post-Closing maintenance to be undertaken by Buyer in connection an easement from the West CDD in favor of Buyer, Seller agrees to credit to Buyer Five Thousand Dollars (\$5,000) against the Purchase Price at Closing.

3. **East CDD Easement.** Promptly after the Closing, Seller shall cause the Connerton East Community Development District to deliver to Buyer an easement substantially in the form attached hereto as **Exhibit “A”**.

4. **The Declaration.** The Declaration, as defined in Section 7.01(A), Exhibit F, is hereby deleted in its entirety and replaced with **Exhibit “F-1”** attached hereto and incorporated herein by reference.

5. **Impact Fees.** Sections 7.04 and 7.05 shall survive Closing.

6. **Effect of this Amendment.** Except as expressly modified in this Amendment, the Agreement will continue in full force and effect according to its terms, and Buyer and Seller hereby ratify and affirm all of their respective rights and obligations under the Agreement.

7. Counterparts; Electronic Signatures. This Amendment may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Electronic signatures on this Amendment shall be valid and enforceable to the same extent as original signatures.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have signed and delivered this Amendment, effective as of the Amendment Date.


SELLER:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Dated: December __, 2023

BUYER:

SEMINOLE EDUCATIONAL FACILITIES LLC, a Florida limited liability company


By:  _____
Name: _____ Taylor Smith
Title: _____ Manager
Dated: December __, 2023

ACTIVE 690839823v1

IN WITNESS WHEREOF, the parties have signed and delivered this Amendment, effective as of the Amendment Date.

SELLER:

LENNAR HOMES, LLC, a Florida limited liability company

By: 
Name: Chelise Hardy
Title: VP
Dated: December 20, 2023

BUYER:

SEMINOLE EDUCATIONAL FACILITIES LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____
Dated: December __, 2023

Exhibit "A"

Form of East CDD Easement

PREPARED BY AND RETURN TO:

Terri G. Sonn, Esq.
Sonn Law, P.A.
19495 Biscayne Blvd., suite 607
Aventura, FL 33180

Space above this line for recorder's use only

UTILITY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT
(Gallantree Place)

THIS UTILITY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "**Agreement**") is executed as of the ____ day of December, 2023, by **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT** ("**Grantor**"), whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544, and **CONNERTON CHARTER PROPERTY LLC**, a Florida limited liability company ("**Grantee**"), whose post office address is 4455 Kelnepa Drive, Jacksonville, Florida 32207. Grantee and Grantor are each individually referred to herein as a "**Party**" and collectively as the "**Parties**."

BACKGROUND STATEMENT

A. Grantor is the owner of certain parcels of land described and depicted on **Exhibit "A"** attached (the "**Easement Areas**").

B. Grantee is the owner of certain real property described on **Exhibit "B"** attached ("**Grantee Parcel**").

C. The Easement Areas, Grantee Parcel and the portions of the real property owned by Grantor immediately adjacent to the Easement Areas (the "**Grantor Parcel**") (or any portions thereof) are sometimes referred to individually as a "**Parcel**" and collectively as the "**Parcels**".

D. Grantee intends to develop Grantee's Parcel into a charter school and related facilities, and in connection with the construction of water and sewer lines on Grantee's Parcel, Grantee desires easements for construction of water and sewer lines across the Easement Areas. Further, Grantee desires access over the Easement Areas for its guests and invitees.

E. The Parties believe the most effective manner to accomplish the foregoing objectives is to subject the Parcels to this Agreement with the intent that this Agreement and the provisions, covenants, conditions, obligations, and easements set forth herein shall run with title to the Parcels.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be mutually bound, do hereby declare, reserve, transfer, convey, and establish the following rights, obligations, and easements:

1. Temporary Easement for Construction; Maintenance Easement. Grantor hereby grants to Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "**Grantee Parties**"), for the benefit of Grantee, Grantee Parties and Grantee's Parcel, temporary, non-exclusive easements over, on, under, through and across the Easement Areas to use as reasonably necessary for the construction from time to time of water and sewer utility infrastructure to serve the Grantee Parcel, including the right of staging vehicles and equipment and storage of materials. These temporary easements shall terminate upon the earlier of (a) completion of the construction of the final phase of Grantee's development of the Grantee Parcel, or (b) 20 years from the date of this Agreement; provided however that the easement herein granted includes a permanent easement for the repair, replacement and maintenance of such infrastructure constructed on the Easement Area.

2. Permanent Access Easement. Grantor hereby grants to Grantee the non-exclusive right to connect the Grantee Parcel to and use, access, drive over and/or otherwise travel unimpeded by gates, permit or sticker requirements or any other limitation of use devices, the Easement Areas, which access and use shall extend to Grantee's tenants, and its and their licensee's, invitees and agents; such easement inclusive of Grantee's rights from time to time to construct and improve paved connection to Grantee Parcel at and within a reasonable distance of the point of roadway connection shown on Exhibit "A".

3. Damage. In the event that Grantee or any Grantee Parties cause damage to the Easement Areas and/or Grantor Parcel (collectively, the "**Property**") or to adjacent property or improvements, then Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. Indemnification. Grantee will hold harmless and indemnify Grantor and its direct and/or indirect, past, present and future officers, directors, shareholders, partners, members, managers, agents, customers, invitees, licensees, contractors, tenants, employees, affiliates, subsidiaries and parent companies (collectively, the "**Indemnification Parties**") for any suits, claims, losses, costs, damages, or expenses suffered by any of them as a result of (a) damage to property, or injury to or death of persons caused by the Grantee and/or the Grantee Parties and (b) the failure to pay for any work performed by Grantee and/or the Grantee Parties. The obligations set forth in this Section 4 shall survive termination of this Agreement.

5. Insurance. Throughout the term of this Agreement, Grantee shall maintain commercial general liability insurance in an aggregate sum of not less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit insuring against bodily injury or property damage. Said insurance shall name Grantor as an additional insured, be occurrence based, be

obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of the rights thereof under this Agreement.

G. No Joint Venture. Nothing contained in this Agreement shall be construed to create the relationship between the Parties hereto or the beneficiaries hereof of principal and agent, of mortgagee and mortgagor, of partners, of joint venturers, or so as to render any of such Parties liable for the debts or obligations of the other.

[remainder of page intentionally left blank]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Print Address: _____

By: _____

Kelly Evans, Chair of the
Chair of the Board of Supervisors

Print Name: _____
Print Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 202___, by _____, as _____ of **CONNERTON EAST COMMUNITY DEVELOPMENT DISTRICT**, on behalf of said district. He/She [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

WITNESSES:

**CONNERTON CHARTER PROPERTY
LLC, a Florida limited liability company**

Print Name: _____
Print Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Print Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 202__, by _____ as _____ of _____, on behalf of said company. They are personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

Easement Areas

Tract "R", as depicted in, Connerton Charter School and Roadways, according to the plat thereof, as recorded in Plat Book 90, Pages 105 - 111, of the Public Records of Pasco County, Florida.

Exhibit "B"

Grantor Parcel

Tract "S", as depicted in, Connerton Charter School and Roadways, according to the plat thereof, as recorded in Plat Book 90, Pages 105 - 111, of the Public Records of Pasco County, Florida.

| Summary report: | |
|--|----------|
| Litera Compare for Word 11.3.1.3 Document comparison done on 12/21/2023 12:10:44 PM | |
| Style name: GT-1 (Default) | |
| Intelligent Table Comparison: Active | |
| Original DMS: iw://dmsamericas.gtlaw.com/ACTIVE/692219988/3 | |
| Modified DMS: iw://dmsamericas.gtlaw.com/ACTIVE/692219988/4 | |
| Changes: | |
| Add | 4 |
| Delete | 2 |
| Move From | 0 |
| Move To | 0 |
| Table Insert | 0 |
| Table Delete | 0 |
| Table moves to | 0 |
| Table moves from | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| Total Changes: | 6 |

Exhibit "F-1"

Form of Declaration

This instrument prepared by and after recording return to:

Anthony P. Vernace, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300E
West Palm Beach, Florida 33401

DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS ("Declaration") is made as of the ____ day of _____, 2023, by **Lennar Homes, LLC**, a Florida limited liability company, whose address is _____ (**"Declarant"**).

RECITALS

- A. Declarant is the owner of the real property located in Pasco County, Florida, legally described on **Schedule "A"** attached (the "**Land**").
- B. Declarant is a developer of a part of the residential community in the vicinity of the Land referred to as Connerton (the "**Community**").
- C. For the benefit of the Community, Declarant desires to subject the Land to certain use restrictions and future owner(s) of the Land to certain obligations set forth in this Declaration, subject to which all of the Land, or any part thereof, can only be developed, improved, held, leased, sold, used and/or conveyed.

NOW, THEREFORE, in consideration of the premises, Declarant, as fee simple title holder of the Land, hereby declares, establishes and states that the Land can only henceforth be developed, held, sold, used and conveyed subject to the applicable restrictions and obligations set forth in this Declaration and same shall run with title to the Land and be binding upon, and inure to the benefit of Declarant and its successors and assigns in title of the Land and Community.

- 1. **Recitals**. The foregoing recitals are correct and incorporated into this Declaration.
- 2. **Use Restrictions**. Declarant hereby declares that the Land shall not be developed or used for any of the prohibited uses listed on **Schedule "B"** attached (the "**Restrictions**").
- 3. **Covenants Run With the Land**. The Restrictions and obligations contained herein shall be appurtenant to and for the benefit of the Community and shall be a burden on the Land and shall run with the Community and the Land.

4. Reaffirmation of Restrictions. Until this Declaration is duly terminated, any entity or person acquiring title or any other interest in or to any portion of the Land shall be deemed conclusively and automatically to ratify, confirm and reaffirm each and every grant of obligation, term and provision set forth herein affecting the applicable property as a prerequisite to acquiring said title or other interest. Said ratification, confirmation and reaffirmation shall occur automatically by virtue of acquisition of title or any other interest, in or to any of said premises and need not be set forth expressly or separately in any other instrument.

5. Enforcement/Assignment. This Declaration may be enforced by any owner from time to time of a home in the Community, and any such party, in the event of a breach of this Declaration, shall have all rights available at law and/or equity, including the right to bring a suit for injunctive relief or specific enforcement of the applicable restrictions.

6. Attorneys' Fees. In the event of any action to interpret or enforce this Declaration, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, before trial, at trial or on any re-hearing or appeal.

7. Governing Law/Venue. This Declaration shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Declaration shall be Pasco County, Florida.

8. Not a Public Dedication; Entire Agreement. Nothing herein contained in this Declaration is intended, nor shall be construed or deemed, to create any rights in favor of the general public or for the general public or for any public purposes whatsoever, or for or in favor of any person or entity other than as set forth herein, it being the intention of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed, enforceable only by the entities specifically identified in Paragraph 5 of this Declaration. This Declaration constitutes the entire agreement pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, letters of intent, term sheets, negotiations, and discussions, whether oral or written, of the parties, and there are no warranties, representations, commitments or other agreements, express or implied made by Declarant.

9. Time. Time is of the essence of this Declaration.

10. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Declaration shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Declaration.

11. Paragraph Headings. The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Declaration or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any paragraph herein.

12. Severability. This Declaration is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Declaration or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

13. Non-merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the Land and Community by the same party at the same time shall not result in or cause the termination of this Declaration.

14. WAIVER OF JURY TRIAL. DECLARANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ANY ACTIONS OF DECLARANT AND/OR ANY BENEFICIARY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS DECLARATION (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS DECLARATION OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS DECLARATION WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE).

[Intentionally left blank]

[Signature on following page]

IN WITNESS WHEREOF, Declarant has duly executed this Declaration as of the day and year written below.

Signed, sealed and delivered in the presence of: **“Declarant”**

Lennar Homes LLC, a Florida limited liability company

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this ___ day of _____, 2023, by _____ as _____ of Lennar Homes, LLC, a Florida limited liability company, on behalf of said company. He/She () is personally known to me or () has produced _____ as identification.

[Affix Notary Stamp/Seal Below]

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LAND

SCHEDULE "B"

RESTRICTIONS ON THE LAND

The prohibited uses on the Land shall be limited to the following, solely:

- Any residential dwelling, including single family homes, townhomes and villas (but this prohibition shall only apply so long as Lennar Homes, LLC, a Florida limited liability company, or any successor residential property developer, holds for sale any undeveloped residential lot in the Community);
- Arcades, game rooms or video parlors; provided, however, that the foregoing shall not be deemed to prohibit the installation and operation of arcades, game rooms or video parlors as an accessory use to another commercial use on the Land so long as it comprises no more than twenty percent (20%) of the total useable floor area within the other use;
- Gun range(s);
- Outdoor entertainment venues; provided, however, that the foregoing shall not restrict the construction, use, operation and maintenance of outdoor patio areas accessory to other uses located on the Land (including outdoor musical entertainment on said outdoor patio areas), except for school events;
- Trailer courts, mobile home parks, and recreation vehicle campgrounds;
- Trailers, tents, shacks, or barns except for (i) temporary trailers for construction and/or sales or leasing activities on the Land, (ii) temporary tents used for sale of seasonal items or special events, or (iii) barns or buildings used in conjunction with a bona fide agricultural use on the Land;
- Oil, gas or mineral exploration, drilling, boring, development, refining, quarrying, or mining operations and all construction and equipment incident thereto, oil or gas wells, shafts;
- Junk yards, scrap metal yards, automobile used parts (except if ancillary to a new car dealership and in an enclosed building, which will be deemed permitted) and/or dismantling operations and sanitary landfills except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials (*e.g.*, newspapers, metal cans, *etc.*);
- Dumping storage, disposal, incineration, treatment, processing or reduction of garbage, or refuse of any nature, except as incidental to the use, operation and ownership of the Land (or a portion thereof) in a manner which does not result in noxious odors emitting from the Land;

- Rummage sales or flea markets (except for charitable events);
- Truck terminals, truck stop-type facilities or the use of any portion of the Land for overnight parking or storage of any trucks, mobile homes or other vehicles with four or more wheels except (i) in connection with a new car dealership (which may include the sale of used cars as a portion of the business of such dealership), (ii) incidental or ancillary parking (including overnight parking) of commercial vehicles used by a business operating on the Land, or (iii) a car rental agency, which may be permitted on the Land;
- Spa or massage parlors, unless operated by a licensed massage therapist whose employees are also licensed and remain fully clothed in providing massage and spa services (which will be permitted);
- Any industrial use (as the term “industrial” is defined in the Pasco County’s Land Development Code), but expressly excluding the following uses, which are deemed permitted uses of the Land (i) offices, (ii) medical offices, (iii) medical or veterinarian clinics or hospitals, (iii) research and development facilities, and (iv) enclosed warehouses;
- “Adult entertainment uses”, which term shall mean, for the purposes hereof, any theater or other establishment which: (i) shows, previews, sells, rents, distributes or promotes in any way, movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) rated “X” by the movie production industry (or any successor rating established by the movie production industry), or otherwise of a pornographic or obscene nature; or (ii) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise;
- Any business or use that contains devices, equipment or facilities for the participation in, or to be used to hold any events, functions or programs that involve gambling, wagering, betting or other similar activities, where the participants have the opportunity to receive monetary or other consideration and irrespective of whether such activities or devices are lawful with the exception of the sale of lottery tickets and charity bingo activities so long as neither of the foregoing are the primary use of that business;
- Go-cart racing, miniature golf, water rides, interactive water play areas, or other rides or other outdoor amusement park like uses;
- The sale or display of any drug paraphernalia primarily used in the use or ingestion of illicit drugs and any business or use that is prohibited by law; and
- A “second hand” store, tattoo or piercing parlor, a central laundry dry cleaning plant or laundromat (except that a dry cleaner that performs all dry cleaning outside the Land shall be permitted), any mortuary or funeral home, a pawn shop, or an automotive repair shop unrelated to a new car dealership.

Tab 8

EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Connerton East Development Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

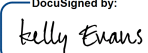
Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Connerton East Community Development District

DocuSigned by:
By: 
Print: Kelly Evans
Title: Chairman
Date: 2/22/2024

Disclosure Technology Services, LLC

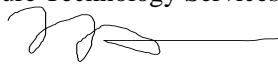
By: 
Print: Michael Klurman
Title: Vice President
Date: 01-02-2024

Exhibit A – Fee Schedule

Annual License Fee:

1. \$1,500 per annum per bond series, not to exceed \$5,000 per annum.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Scott Brizendine, Rizzetta & Co., Inc. 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Tab 9



Printed: Mar 3, 2024
30435 Commerce Drive Unit 102, San Antonio, FL 33576
Fax: 813-501-1432
Phone: 844-347-0702

Daily Logs List

Mar 1, 2024

Job: SCA01835 Connerton 4:1

Title:

Added By: Anthony Canorro

Log Notes:

Add two sabals in back of greenbriar sign. Add 33 muhlys at top of hill by picnic bench. Change out oleander for azalea at mail kiosk. Add bahia sod strip along bed lines that abut private lot lines to stabilize our common area mulch. Construction irrigation to meet with maintenance irrigation on coming Tuesday, Connerton reclaim had no pressure at time of walk. SCA to replace sod that stressed along Little Bluestem, approx 7500 sf. along blvd. Irrigation asbuilts transmitted.

Note to owner:

Unused reclaim whips should be removed.

Washout at sump pond

Tags:

Landscape Hand-Off

Weather Conditions:

Mostly Cloudy with Light Rain Showers

Fri, Mar 1, 2024, 12:32 PM



81° F

62° F

Wind: 10 mph

Humidity: 96%

Total Precip: 0.01"



Add 2 table

GREEN BRIAR



Tab 10

First Addendum to the Landscape Maintenance Agreement

This First Addendum to the Landscape Maintenance Agreement (this “**Addendum**”) is made and entered into as of April 11, 2023, by and between the **Connerton East Community Development District** (the “**District**”) and **Steadfast Contractors Alliance, LLC**, a Florida limited liability company (the “**Contractor**”).

Background Information:

The District and the Contractor entered into the Landscape Maintenance Agreement dated April 26, 2022 (the “**Agreement**”). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District desires to add a new service area to the current contracted service area for landscape maintenance services. The parties now desire the Agreement to include the services for this area and to update the compensation accordingly. The Contractor submitted a proposal for such additional services.

The District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

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

1. **Incorporation of Background Information**. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum.
2. **Addition to Scope of Services**. Contractor agrees to provide landscape maintenance services for the additional service area as described and shown in the map attached hereto as **Exhibit A**. Contractor shall provide all labor and equipment necessary for such service unless otherwise identified in Exhibit A.
3. **Additional Compensation for Additional Services**. Contractor shall perform the additional services for a total additional amount of **\$9,572.00** per month.
4. **Ratification of all Other Terms of the Agreement**. Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

**Steadfast Contractors Alliance,
LLC**



By: Chris Wallen
Title: Owner

**Connerton East
Community Development District**

Kelly Evans
Chair of the Board of Supervisors

List of Exhibits:

Exhibit A: Contractor’s Proposal



Landscape Maintenance Contract

Connerton East CDD "219"
 Flourish Drive Land O Lakes, FL 34637

Exhibit A

to First Addendum to Landscape
 Maintenance Agreement

April 4th, 2023

Connerton East CDD
 C/O Rizzetta & Company
 3434 Colwell Avenue
 Suite 200
 Tampa, FL 33614
 Attn: Debby Bayne-Wallace

This First Addendum to the Agreement between Connerton East CDD 219 and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast for Landscape and Irrigation Maintenance Services (this "First Addendum"), is made and entered into as of April 4th, 2023.

We hereby propose the following for your review:

Addendum for New Service Area – 4.1

| Service | Price per Month | Price Per Year |
|------------------------------|-------------------|---------------------|
| General Maintenance Services | \$8,141.00 | \$97,692.00 |
| Water Management | \$814.00 | \$9,768.00 |
| Fertilization Plan | \$617.00 | \$7,404.00 |
| Total | \$9,572.00 | \$114,864.00 |

New Total Landscape Maintenance Contract Rate

| Service | Price per Month | Price Per Year |
|------------------------------|--------------------|---------------------|
| General Maintenance Services | \$11,889.80 | \$142,667.60 |
| Water Management | \$1,309.00 | \$15,708.00 |
| Fertilization Plan | \$1,272.80 | \$15,273.60 |
| Total | \$14,471.60 | \$173,659.20 |

Additional Services

These items to be billed in addition to the base fee and at the time the service is performed.

| Service | Estimated # of Units | Price per Unit Installed |
|--------------------------------------|----------------------|--------------------------|
| Mulch | TBD | \$55.00 per Yard |
| Annuals | TBD | \$2.75 per 4" plant |
| Top Choice (annual fire ant program) | TBD | \$TBD |

Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper / Contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



Landscape Maintenance Program

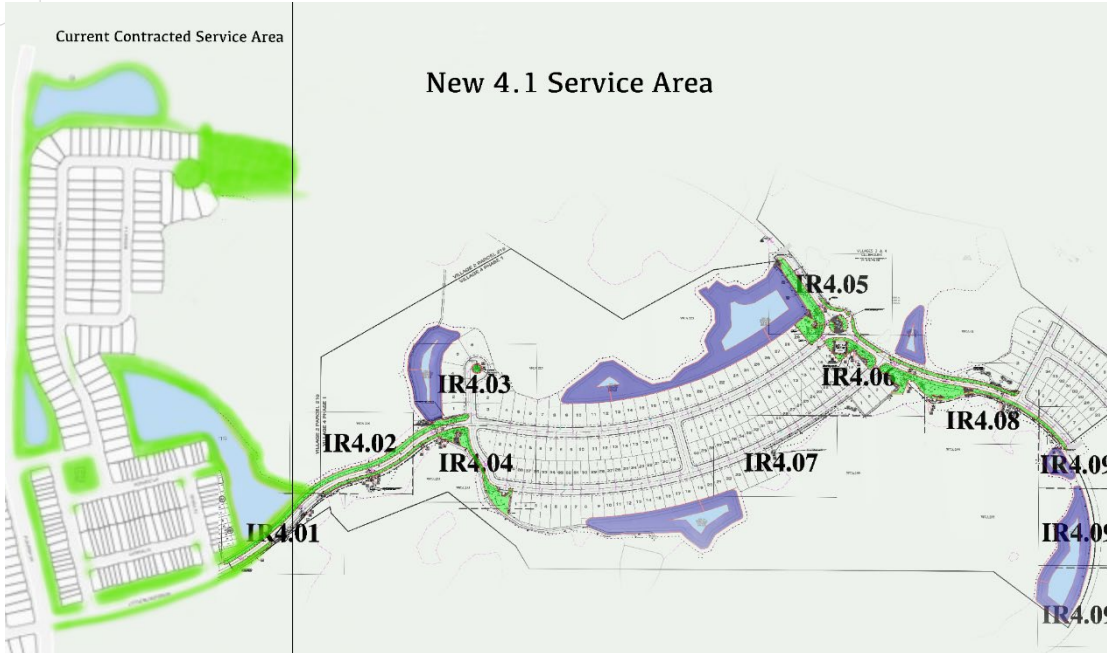
1. **Mowing**: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean, and uncluttered appearance at least 41 times per calendar year depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season, April through October, and every other week during the non-growing season or as needed November through March. Lake banks and retention areas will be mowed to the water's edge. Retention areas too wet for mowing will be mowed once ground is firm enough for normal safe operation.
2. **Turf Trimming**: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed eaters. When weed eating, a continuous cutting height will be maintained to prevent scalping.
3. **Edging**: All turf edges of walks, curbs, and driveways shall be performed every mowing. A soft edge of all bed areas will be performed every other mowing. A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
4. **Pruning**: All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 12 times per calendar year to ensure the following:
 - a. Maintain all sidewalks to eliminate any overhanging branches or foliage, which obstructs and hinders pedestrian or motor traffic.
 - b. Retain the individual plant's natural form and to prune to eliminate branches, which are rubbing against walls and roofs.
 - c. The removal of dead, diseased, or injured branches and palms will be performed as needed.
 - d. Ground covers and vines maintain a neat, uniform appearance.
5. **Pest Control and Fertilization**:
 - a. Fertilization of St Augustine and Bermuda Turf shall be performed six (6) times per year. Shrubs and ground covers will be inspected four (4) times per year and fertilized at rates designed to address site-specific nutritional needs. Trees will be fertilized two (2) times per year at rates designed to address site-specific nutritional needs. All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the year. We employ an IPM (Integrated Pest Management) program, which calls for chemicals to be used only as needed. Any infestations will be treated on an as needed basis. Plants will be monitored, and issues addressed as necessary to effectively control insect infestations and disease as environmental, horticultural, and weather conditions permit.
6. **Irrigation**:
 - a. Water Management / Irrigation System Initial Inspection: At the commencement of the contract, the contractor will perform a complete evaluation of the system. Contractor will provide the Owner with a summary of each clock and zone operation. Contractor will submit recommendations for all the necessary repairs and improvements to the system with an itemized cost for completing the proposed work.
 - b. Throughout the contract, all irrigation zones throughout the turf areas and planting beds shall be inspected once a month to insure proper operation. Repairs will be made on a time and materials basis. Contractor is not responsible for turf or plant loss due to water restrictions.
7. **Weeding**: Weeds will be removed from all plant, tree, and flower beds once a month during the non-growing season and twice a month during the growing season (12 times per year) or as necessary to keep beds weed free. Manual (hand pulling) and chemical (herbicides) will be used as control methods.
8. **Clean-Up**: All non-turf areas will be cleaned with a backpack or street blower. All trash shall be picked up throughout the common areas before each mowing. Trash shall be disposed of offsite.



Service Location

Connerton "219"

Flourish Drive Land O' Lakes, FL 34637



Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel and or diesel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.


By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____, 2023.

Client

Steadfast _____

Signature of Representative


Signature of Owner or Agent

Title

Owner _____
Title

Billing Information

| | | | |
|--|--|--------------------------|--|
| Client Business Name: | | Client Contact Name: | |
| Client Contract Number: | | Client Contact Email: | |
| Billing Business Name: | | Billing Contact Name: | |
| Billing Contact Phone: | | Billing Contact Address: | |
| Any special billing requirements or notes? | | | |

Tab 11



MONTHLY REPORT

MARCH, 2024



CONNERTON EAST CDD

CAMPANULA CT
LAND O LAKES, FL
10 PONDS



219N

195

219S

Bellflower Townhomes

Google Earth

Image © 2023 Maxar Technologies

Connerton Elementary School

Rivemile Creek



1000 ft

Prepared for: Debby Bayne Wallace

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 int spring.



Feb 14, 2024 at 8:51
9783 Campa
Land O Lakes FL
United

Pond #195 Treated for Algae and Shoreline Vegetation.



Feb 14, 2024 at 9:28
9816 Campa
Land O Lakes FL
United

Pond #219N Treated for Algae and Shoreline Vegetation.



Feb 14, 2024 at 9:13
10015 Campa
Land O Lakes FL
United

Pond #219S Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Algae and Shoreline Vegetation.



Pond # Treated for Shoreline Vegetation.

Feb 14, 2024 at 10:30
Flou
Land O Lakes FL
United



Feb 14, 2024 at 10:25
Flou
Land O Lakes FL
United



Feb 14, 2024 at 10:22
Flou
Land O Lakes FL
United



Pond # Treated for Algae and Shoreline Vegetation.

Pond # Treated for Shoreline Vegetation.

Pond # Treated for Algae and Shoreline Vegetation.

Feb 14, 2024 at 10:31
Flou
Land O Lakes FL
United



Pond # Treated for Shoreline Vegetation.

Tab 12



Rizzetta & Company

UPCOMING DATES TO REMEMBER

- **Next Meeting:** April 9, 2024 @ 9:00am

District Manager's Report

March 12

2024

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| <u>FINANCIAL SUMMARY</u> | <u>1/31/2024</u> |
|--|-------------------------------|
| General Fund Cash & Investment Balance: | \$960,880 |
| Reserve Fund Cash & Investment Balance: | \$0 |
| Debt Service Fund Investment Balance: | \$1,300,273 |
| Total Cash and Investment Balances: | \$2,261,153 |
| General Fund Expense Variance: | \$184,624 Under Budget |



Rizzetta & Company

DM Report:

- Emailed Ethics Training resources to the Board on 2/13/2024.
- Walk-through was completed for Section 4.1. Steadfast is working on completing the punch list. Entryway signs, mail kiosks and boardwalk will be added to the property insurance policy.
- HOA sent out an email to residents informing them of the new towing policy at the mail kiosks on 2/14/2024.
- Request from a resident to add a pet station at the mail kiosk in Bellflower.

3/1/2024 DM Site Visit Report attached.

From: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Sent: Tuesday, March 5, 2024 8:01 AM
To: Kelly Evans <kelly.evans@lennar.com>; Chris Wallen <cwallen@steadfastalliance.com>
Cc: Diana Kronick <DKronick@rizzetta.com>
Subject: Connerton East CDD - 3/1/2024 Site Visit Report

Hi Kelly/Chris,

Below are pictures and notes from the walk through of 4.1 and a review of the existing areas. Items in **red** need to be addressed.

Please let me know if you have any questions.

Thank you.

Debby

Debby Wallace
Regional Manager

813.933.5571 Ext: 8814
dbwallace@rizzetta.com

rizzetta.com

Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.

This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (888) 208-5008 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this possibility when including personal information in your communications. Unless specifically indicated, the contents of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.



Rizzetta & Company
Professionals in Community Management

Please see photos below of the walk through of Section 4.1.

- I will be adding the 2 Green Briar signs, the boardwalk between the Dog Park and Little Bluestem, and 5 mail kiosks (2 in section 219, 4.1, 4.3, & 3b) to the property insurance policy shortly.
- Please refer to Steadfast's report in the agenda for the punch list.













Jaymen will be adding this pet station to his route.





Pond 6 & 7 – sent to Sitex to treat for algae.





Outside 4.1

Flourish Dr. west side need attention. Already sent to Steadfast.





Along Little Bluestem Rd.







Ponds and pond banks well maintained.



Mail kiosks well maintained.



Dog park looks great.

