



Rizzetta & Company

# **K-Bar Ranch II Community Development District**

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**Board of Supervisors Meeting  
December 21, 2023**

**District Office:  
2700 S. Falkenburg Rd. Suite 2745  
Riverview, FL 33578  
813-533-2950**

**[www.kbarranchiicdd.org](http://www.kbarranchiicdd.org)**

## **K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT**

M/I Homes of Tampa, LLC 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634

<b>Board of Supervisors</b>	Michele Emery	Chair
	Duzianthan Mohan	Vice Chair
	Greg Halstead	Assistant Secretary
	James Finley	Assistant Secretary
	Chloe Firebaugh	Assistant Secretary
<b>District Manager</b>	Matt O'Nolan	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andy Cohen	Persson Cohen Mooney Fernandez & Jackson, P.A.
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services

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

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

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

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

**K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 2700 S. Falkenburg Road, Suite 2745, Riverview, FL 33578**  
**Mailing Address • 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614**

[WWW.KBARRANCHIICDD.ORG](http://WWW.KBARRANCHIICDD.ORG)

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**Board of Supervisors**  
**K-Bar Ranch II Community**  
**Development District**

12/13/2023

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District will be held on **Thursday, December 21 2023 at 6:00 p.m.**, at the Amenity Center, located at 10820 Mistflower Lane, Tampa, FL 33647. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. STAFF REPORTS**
  - A. Landscape Inspection Report and Responses .....Tab 1
    1. Consideration of Landscape Proposals .....Tab 2
    2. Consideration of Landscape Contract Addendum.....Tab 3
    3. Consideration of Landscape Inspection Service Addendum .....Tab 4
  - C. Presentation of Aquatics Report.....Tab 5
    1. Consideration of Aquatic Inspection Services .....Tab 6
  - D. Clubhouse Manager Report .....Tab 7
  - E. District Counsel
  - F. District Engineer
  - G. District Manager Report .....Tab 8
    1. Review of Financial Statement .....Tab 9
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on October 19, 2023 .....Tab 10
  - B. Consideration of Operation and Maintenance Expenditures for September and October 2023 .....Tab 11
- 5. BUSINESS ITEMS**
  - A. Discussion on Vendor Agreement .....Tab 12
  - B. Presentation of 3rd Quarter Website Audit .....Tab 13
  - C. Acceptance of Land Conveyance .....Tab 14
  - D. Consideration of Conservation Easements .....Tab 15
  - D. Discussion of Wetland Impact
  - E. Vacant Land Purchase Timeline.....Tab 16
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

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

Sincerely,

*Matt O'Nolan*, District Manager

## Tab 1



# K BAR RANCH II

## LANDSCAPE INSPECTION REPORT



October 9, 2023  
Rizzetta & Company  
Jason Liggett-Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Recent and Upcoming Events, Hawk Valley, Redwood Pt.

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Continue to work on turf weed treatments in the community. We can be aggressive.

The following are action items for Pine Lake Services to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Purple** is installation contractor. **Orange** indicate tasks to be completed by Staff and **Bold, underlined black** indicates updates or questions for the BOS.

1. Continue to work on the turf weeds treatments throughout the irrigated Bahia on Kbar Ranch Blvd. **In Progress**
2. Eradicate the turf weeds on the inbound side of the hawk valley entrance. **COMPLETE**
3. Improve the vigor in the bottle brush in the plant beds on the outbound side of the hawk valley entrance. **COMPLETE**
4. Eradicate the turf weeds on the inbound and outbound side of the redwood pointe entrance. **COMPLETE**
5. Diagnose and treat the browning in the Saint Augustine on the outbound side of the redwood pointe entrance. This is a new area.(Pic 5)
6. Eradicate the bed weeds in the shell as you turn onto mistflower lane off Kbar Ranch Parkway. **COMPLETE**
7. Continue to treat and fertilize the viburnum suspensum at the mail kiosk in the briar brook community. **COMPLETE**
8. Treat the turf weeds next top the home at the Briar Brook Mail Kiosk. **COMPLETE**
9. Treat the turf weeds on the outbound side of the Briar Brook main entrance inside of the gate. **COMPLETE**
10. Continue to work on the turf weeds in the center island on Mistflower lane from the Briar Brook entrance to the clubhouse. **COMPLETE**
11. Throughout the Loropetalum beds on Mistflower lane remove the dead material and provide a price to infill with new loropetalum. **COMPLETE**
12. Continue to improve the vigor in the plant material on the inbound and outbound side of the Mossy Pine entrance. **COMPLETE**
13. During my inspection on the outbound side of the Sun drift 1 entrance the valve box has been left open. Make sure these are staying covered. **COMPLETE**



# Redwood Point, Wild Tamarind, Laurel Vista

14. Diagnose and treat the browning in the turf on the exit side of the Sun drift I entrance.

15. Cutback the fakahatchee on Mistflower lane from Old Spanish back towards the amenity center. **COMPLETE**

16. Diagnose and check the irrigation in the center island going from Old Spanish to Kbar Ranch parkway.(Pic 16)



17. Treat the bed weeds that is in the Viburnum hedge that is surrounding the mail kiosk at the Sundrift II community.(Pic 17)



18. Treat the bed weeds at the Sundrift I mail kiosk area in the surrounding Vibrnum. **COMPLETE**

19. Continue to work on the turf weeds in the same area as above. **COMPLETE**

20. Treat the turf weeds on the inbound and outbound side of the sundrift I entrance. **COMPLETE**

21. During my inspection, the Saint Augustine between mistflower lane and the amenity center parking lot was very dry check the irrigation in this area. **COMPLETE**

22. Improve the vigor in the Jack frost ligustrum and the viburnum suspensum in the front of the amenity centered to the west of the entrance.(Pic 22) **COMPLETE**



23. Continue to treat the Bermuda at the amenity center pool area for turf weeds. **COMPLETE**

24. Treat the turf weeds on the outbound side of mistflower lane from the amenity center to the traffic circle. **COMPLETE**





# K BAR RANCH II

## LANDSCAPE INSPECTION REPORT



November 8, 2023  
Rizzetta & Company  
Jason Liggett-Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Recent and Upcoming Events, Hawk Valley, Redwood Pt.

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Continue to work on turf weed treatments in the community. We can be aggressive.
- ❖ Improve turf color throughout the district. There is a lot of brown Saint Augustine.

The following are action items for Pine Lake Services to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Purple** is installation contractor. **Orange** indicate tasks to be completed by Staff and **Bold, underlined black** indicates updates or questions for the BOS.

1. Treat the ant mounds in the center island as you enter the community on Kbar Ranch Parkway in the center island once eradicated rake down the mounds.
2. Improve the vigor in the Foxtail fern at the Hawk Valley entrance. Remove any of the dead material from the material.(Pic 2)



**Weather the Bahia grass areas are going to start going dormant and turn brown.**

6. **Make sure the recently installed Copperleaf at redwood pointe is getting adequate water.**
7. Replace the dead turf under warranty on the outbound side of the Redwood Pointe entrance.(Pic 7)



3. Treat the ant mounds throughout Kbar Ranch Parkway. Once eradicated rake down the mounds.
4. Improve the vigor in the Viburnum Odos on Kbar Ranch Parkway on the outbound side before redwood pointes entrance. We have one plant that is dead replace with a 3 gallon and invoice out the district. (Pic 4>)



5. **Note to the board going into cooler**



# Kbar Ranch II

8. Treat the turf weeds on the inbound side of Mistflower Lane before you get to the traffic circle.
9. Treat the turf weeds in the center island on Mistflower lane where the oak tree is located.
10. What exactly has been done to try to improve the viburnum suspensum at the Briar Brook mail kiosk? There is no change to these from last month.(pic 10)



11. During my inspection there was a lot of hot spotting in the Saint Augustine turf areas with the recent fertilization I expected better color throughout the property. Lets get the irrigation issues under control.
12. Make sure crews are staggering mowing patterns on Mistflower lane in the Saint Augustine. We are starting to get indentions from the same pass being made.
13. Cutback the Fakahathcee grass throughout Mistflower Lane.
14. Improve the vigor and color of the Saint Augustine at the sundrift I entrance.
15. **During my inspection I noticed rocks being stored on district property from the curbing work. The turf in these areas will need to be replaced by the entity doing**

## **the work. This is on Sundrift Drive(Pic 15)**



16. Improve the vigor in the Saint Augustine at the Sundrift II mail Kiosk. Treat the turf weeds through out the turf.
17. Improve the vigor in the plant material at the Eagle Creek entrance on the inbound and outbound side.
18. Improve the vigor in the turf color at the Eagle Creek entrance.
19. Improve the vigor in the Saint Augustine at the old Spanish main entrance.
20. During my inspection I inspected the large oak tree in the back of the pool area. This tree has been struck by lightning and will need to be removed. There was multiple leaders that had scarring from the strike. The strike made it to the ground and into the root structure of the tree.(Pic 20,20a Next Page)
21. Make sure we are scheduling the next application of a Complete fertilizer with Pre-M to the Saint Augustine in the month of November. Provide us a date on when this will be completed.
22. Did all shrubs and groundcovers get fertilized in the month of October with fertilizer. Please provide the date this was done.





## Kbar Ranch II





# K BAR RANCH II

## LANDSCAPE INSPECTION REPORT



December 11, 2023  
Rizzetta & Company  
Jason Liggett-Landscape Specialist



Rizzetta & Company  
Professionals in Community Management



# Summary, Recent and Upcoming Events, Hawk Valley, Redwood Pt.

## General Updates, Recent & Upcoming Maintenance Events

- ❖ Continue to work on turf weed treatments in the community. We can be aggressive.
- ❖ Improve turf color throughout the district. Color is off after fertilization.

The following are action items for Pine Lake Services to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Purple** is installation contractor. **Orange** indicate tasks to be completed by Staff and **Bold, underlined black** indicates updates or questions for the BOS.

1. Treat the ant mounds in the center island as you enter the community on Kbar Ranch Parkway in the center island once eradicated rake down the mounds.
2. Treat the ant mounds throughout Kbar Ranch Parkway. Once eradicated rake down the mounds.
3. Improve the vigor in the Viburnum Odos on Kbar Ranch Parkway on the outbound side before redwood pointes entrance. We have one plant that is dead replace with a 3 gallon and invoice out the district. (Pic 3)



4. Replace the dead turf under warranty on the outbound side of the Redwood Pointe entrance.(Pic 4)



5. Throughout the district Saint Augustine we need to watch how much irrigation we are using. We have areas that are very wet. Specially the mail kiosks and the center islands on Mistflower Lane.(Pic 5)



# Kbar Ranch II

6. Treat the turf weeds in the center island as you enter Mistflower lane from Kbar Ranch Parkway.



7. During my inspection, the Saint Augustine at the entrance to Briar Brook was very wet this includes the mail kiosk make sure we are managing the irrigation to these areas and providing just enough water.
8. Continue to work on the turf weeds at the Mossy Pine Mail kiosk.
9. On the outbound side of Mossy Pine Drive treat the turf weeds in the common area. This is across from the mail kiosk.(pic 9)



10. Eradicate the ant mounds in the mossy pine common area above. One eradicated rake down the mounds.

11. The area that was discussed near the Sundrift 1 mail kiosk that the truck have been driving over is still in need of repair by the developer.(Pic 11)



12. Remove the annuals from the road that the birds are deer have pulled up at the sundrift I main entrance.
13. Improve the vigor in the Saint Augustine at the Sundrift II mail Kiosk. Treat the turf weeds through out the turf.
14. Improve the vigor in the plant material at the Eagle Creek entrance on the inbound and outbound side.
15. Improve the vigor in the turf color at the Eagle Creek entrance.
16. Improve the vigor in the Saint Augustine at the old Spanish main entrance.
17. Improve the vigor in the Saint Augustine from old Spanish to Kbar Ranch Parkway on Mistflower Lane.
18. Treat the ant mounds throughout Meadow Pointe Blvd once eradicate rake down the mounds.
19. During my inspection of Meadow Pointe Blvd I noticed an open irrigation repair near the well



# Kbar Ranch II

and pump when will this be fixed?(Pic 19)



20. Treat the turf weeds throughout the amenity center frontage near the Southside of the tennis court.
21. Continue to do your best with the fertilizing of the plant material in the front of the amenity center.
22. At the entrance to the communities and throughout district property start working on the mowing up to 15 feet per the scope of services. I will be looking to see progress on this in the coming months.



## **Tab 2**



Pine Bark Application 11/23

**Date** 10/26/2023  
**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Epifanio Carvajal Ulloa would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [epi@pinelakenurseryinc.com](mailto:epi@pinelakenurseryinc.com) or 813 528 5039.

Pine Bark Application 11/23

Pine Bark Mulch install

Pine Bark			
Items	Quantity	Unit	Price
Pine Bark	450.00	Yd	
Pine Bark:			\$26,100.00
PROJECT TOTAL:			\$26,100.00

Terms & Conditions

# Terms & Conditions

## Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

## Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape

We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

### Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded. Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

### Procedure for Extra Work, Changes and Escalation

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using

current market prices

### **Escalation Clause**

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

## **Warranty and Tolerances**

**Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work

**Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that it's work will be of proper and professional quality, and in full conformity with the requirements of the contract

**Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

**Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub

surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

**Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner



neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor  
Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.  
Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

## Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of

the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the

project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
Epifanio Carvajal Ulloa  
Date 10/26/2023  
Pine Lake Services, LLC

By \_\_\_\_\_  
Matthew Nolan  
Date \_\_\_\_\_  
Rizzetta & Co.



Oak Tree Removal by the Pool area 11/23

**Date** 11/6/2023  
**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Remove one Large Oak Tree is located out side the fence by the North west side of the Pool Area  
Includes stump grinder

Tree Removal

Demo and Prep

Items	Quantity	Unit	Price
Tree Removal	1.00	ea	
Demo and Prep:			\$6,250.00
PROJECT TOTAL:			\$6,250.00

Terms & Conditions

# Terms & Conditions

## Payment Terms

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Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

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Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

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Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using

current market prices

### **Escalation Clause**

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

## **Warranty and Tolerances**

**Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work

**Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract

**Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

**Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub

surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

**Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner

neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor  
Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.  
Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

## Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the



project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

**Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
Epifanio Carvajal Ulloa  
Date 11/6/2023  
\_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
Matthew Nolan  
Date \_\_\_\_\_  
Rizzetta & Co.



## Proposal #3041

### Annuals Change out 12/23

**Date** 11/15/2023  
**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [projects@pinelakenurseryinc.com](mailto:projects@pinelakenurseryinc.com) or (813) 948-4736.

Change 4550 4 inch Annuals throughout the property.

### December Annual Install

#### Demo and Prep

Items	Quantity	Unit	Price
Winter Annuals	4,550.00	3.5" Pots	\$10,237.50
Demo and Prep:			\$10,237.50
<b>PROJECT TOTAL:</b>			<b>\$10,237.50</b>

### Terms & Conditions

## Terms & Conditions

### Payment Terms

- Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.
- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

## Ex c l u s i o n s

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.**
- Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.
- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges
- MOT for temporary traffic control
- Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs
- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
- Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

- Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.
- Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:
- Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.
- Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.
- Existing tree preservation, barricading, pruning, root pruning, or inventory
- Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work
- Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors
- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
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## **Warranty and Tolerances**

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- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

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- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client
- Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor
- Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.
- Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

## **Material Tolerances**

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor
- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that

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- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
**Epifanio Carvajal Ulloa**  
  
Date 11/15/2023  
\_\_\_\_\_  
**Pine Lake Services, LLC**

By \_\_\_\_\_  
**Matthew Nolan**  
  
Date \_\_\_\_\_  
**Rizzetta & Co.**



## Proposal #3094

### KBar II Top Choice Application 11/23

**Date** 11/30/2023  
**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [projects@pinelakenurseryinc.com](mailto:projects@pinelakenurseryinc.com) or (813) 948-4736.

Top Choice Application Throughout the Property for Fire Ant Control.

### Top Choice Application Throughout the property 11/23

#### Application

Items	Quantity	Unit	Price
Top Choice Application Throughout the Property	1.00	ea	\$6,484.38
Application:			\$6,484.38
PROJECT TOTAL:			\$6,484.38

### Terms & Conditions



# Terms & Conditions

## Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

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Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

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Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed

construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

**Site Unknowns:** Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape

We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

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Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

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By \_\_\_\_\_  
Epifanio Carvajal Ulloa  
Date 11/30/2023  
\_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
Matthew Nolan  
Date \_\_\_\_\_  
Rizzetta & Co.



## Proposal #3093

### Kbar II Top Choice Application 11-23

**Date**

**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647

**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [projects@pinelakenurseryinc.com](mailto:projects@pinelakenurseryinc.com) or (813) 948-4736.

Apply Top Choice for fire ant control around amenity center playground area pool area. also at the following entrances.

Sundrift

Mossy Pine

Winsome Manor

Briar Brook

### Top Choice

**Demo and Prep**

Items	Quantity	Unit	Price
Top Choice	1.00	ea	\$1,640.63
Demo and Prep:			\$1,640.63
PROJECT TOTAL:			\$1,640.63

### Terms & Conditions

# Terms & Conditions

## Payment Terms

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We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed



#### Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded. Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using

current market prices

### **Escalation Clause**

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

## **Warranty and Tolerances**

**Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work

**Diligence:** The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract

**Competence:** The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

**Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub

surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

**Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner

neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor  
Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.  
Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

## Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.

Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the

project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
Epifanio Carvajal Ulloa

Date \_\_\_\_\_  
Pine Lake Services, LLC

By \_\_\_\_\_  
Matthew Nolan

Date \_\_\_\_\_  
Rizzetta & Co.



## Proposal #3152

### Spring Annuals change out 3/2024

**Date** 12/13/2023

**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647

**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at [projects@pinelakenurseryinc.com](mailto:projects@pinelakenurseryinc.com) or (813) 948-4736.

Change out 4550 Annuals for the Spring

### Change out annuals for the Spring

#### Demo and Prep

Items	Quantity	Unit	Price
Annual 4.5"	4,550.00	ea	\$10,237.50
Demo and Prep:			\$10,237.50
PROJECT TOTAL:			\$10,237.50

### Terms & Conditions

## Terms & Conditions

### Payment Terms

- Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.
- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.

## Ex c l u s i o n s

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.**
- Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.
- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges
- MOT for temporary traffic control
- Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs
- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
- Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.
- Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation

system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

- Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:
- Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.
- Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.
- Existing tree preservation, barricading, pruning, root pruning, or inventory
- Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work
- Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors
- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

#### **Procedure for Extra Work, Changes and Escalation**

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

#### **Escalation Clause**

- In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

## **Warranty and Tolerances**

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work
- Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract
- Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site,



and to secure additional required site information from appropriate government and other authorities.

- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities
- **Damage to neighbors buried utilities,** on the Client's property, are the responsibility of the Client
- **Damage to installed material** (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor
- **Damage due to pest infestation** is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.
- **Damage due to improper watering** after final acceptance will not be replaced at the cost of the Contractor

## **Material Tolerances**

- **Wood:** Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- **Warranty Time Period:** The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.
- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By \_\_\_\_\_  
**Epifanio Carvajal Ulloa**  
Date 12/13/2023  
\_\_\_\_\_  
**Pine Lake Services, LLC**

By \_\_\_\_\_  
**Matthew Nolan**  
Date \_\_\_\_\_  
**Rizzetta & Co.**

## **Tab 3**

**ADDENDUM TO THE LANDSCAPING MAINTENANCE SERVICES AGREEMENT  
FOR K-BAR RANCH II  
COMMUNITY DEVELOPMENT DISTRICT  
(HAWK VALLEY INSIDE COMMON AREAS 11-23)**

**THIS ADDENDUM TO THE LANDSCAPING MAINTENANCE SERVICES AGREEMENT BY AND BETWEEN K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT AND PINE LAKE SERVICES, LLC** (the "Addendum"), is made and entered into effective as of the \_\_\_\_ day of December, 2023 by and between the K-Bar Ranch II Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Tampa, Hillsborough County, Florida (the "District"), and Pine Lake Services, LLC, a Florida limited liability company (the "Contractor").

**WHEREAS**, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District is responsible for the landscape maintenance for certain areas within and around the District; and

**WHEREAS**, the District and the Contractor entered into a Landscaping Maintenance Services Agreement on or about April 11, 2023 ("Maintenance Agreement"), incorporated by reference herein; and

**WHEREAS**, a discrepancy was found regarding the current service map for the Maintenance Agreement and the area for which the District provides maintenance; and

**WHEREAS**, the District is to maintain the Hawk Valley Inner Common Areas 11-23 in addition to its current service map; and

**WHEREAS**, the parties desire to add additional work or services to the scope of the Maintenance Agreement to add landscape maintenance for the Hawk Valley Inner Common Areas 11-23 as more specifically referenced in the attached "Exhibit A"; and

**WHEREAS**, maps of Hawk Valley Inner Common Areas 11-23 affected by this Addendum are attached as "Exhibit B"; and

**WHEREAS**, 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 the parties 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. The scope of work of the Maintenance Agreement, is hereby expanded as of December 2023, and terminating on the expiration of the Maintenance Agreement, to include the areas as depicted in Exhibit B.
2. As compensation for this Addendum, the District agrees to pay One Thousand Ninety-Nine and 00/100 Dollars (\$1,099.00) per month to Contractor for the work more fully described in Exhibit A.
3. In the event of conflict between the provisions of this Addendum and the Maintenance Agreement, the provisions of this Addendum shall control. Except as previously and hereby modified by the parties, the terms and conditions of the Maintenance Agreement, are ratified, and confirmed. Contractor, to the extent such documentation has not already been provided, shall provide updated insurance certificates for all insurance required by the Maintenance Agreement. The validity, interpretation, and enforcement of this Addendum and of the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have made and executed this Addendum as of the day and year last written below.

**Pine Lake Services, LLC**

**K-Bar Ranch II Community  
Development District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



### Kbar Ranch II Hawk Valley Inside Common Areas 11-23

**Date** 11/10/2023  
**Customer** Matthew Nolan | Rizzetta & Co. | 10820 Mistflower Lane | Tampa, FL 33647  
**Property** KBAR Ranch II | 10820 Mistflower Lane | Tampa, FL 33647

Dear Matthew,

We realize our industry is highly competitive and you have a number of choices when it comes to landscape services. We are very pleased you have chosen Pine Lake Services and given us the opportunity to present you with a copy of our contract agreement for landscape management and services at your property.

We are confident that this agreement contains all the necessary services and conditions to exceed your expectations. Please take some time to review it. If by chance we missed something, please let us know as soon as possible in order to make the appropriate adjustments. If you have any questions or concerns regarding the agreement, please do not hesitate to contact your Business Development Professional or your Account Manager.

Pine Lake Services is aware you have many options when it comes to a landscape service provider which is why we continually strive to improve the look and feel of your property. In addition to the value of services we provide you, we also intend to deliver unsurpassed customer service and communication. We believe this is what sets us apart from our competitors.

We look forward to working with you and are confident that we will successfully exceed your expectations. We appreciate the opportunity to build a long-term relationship and want to assure you we will strive to maintain the trust you have placed in Pine Lake.

Please don't hesitate to call any of us personally if we can assist you in any way.

Respectfully,

Pine Lake Services Management Team  
(813) 948-4736

## Fixed Payment Services

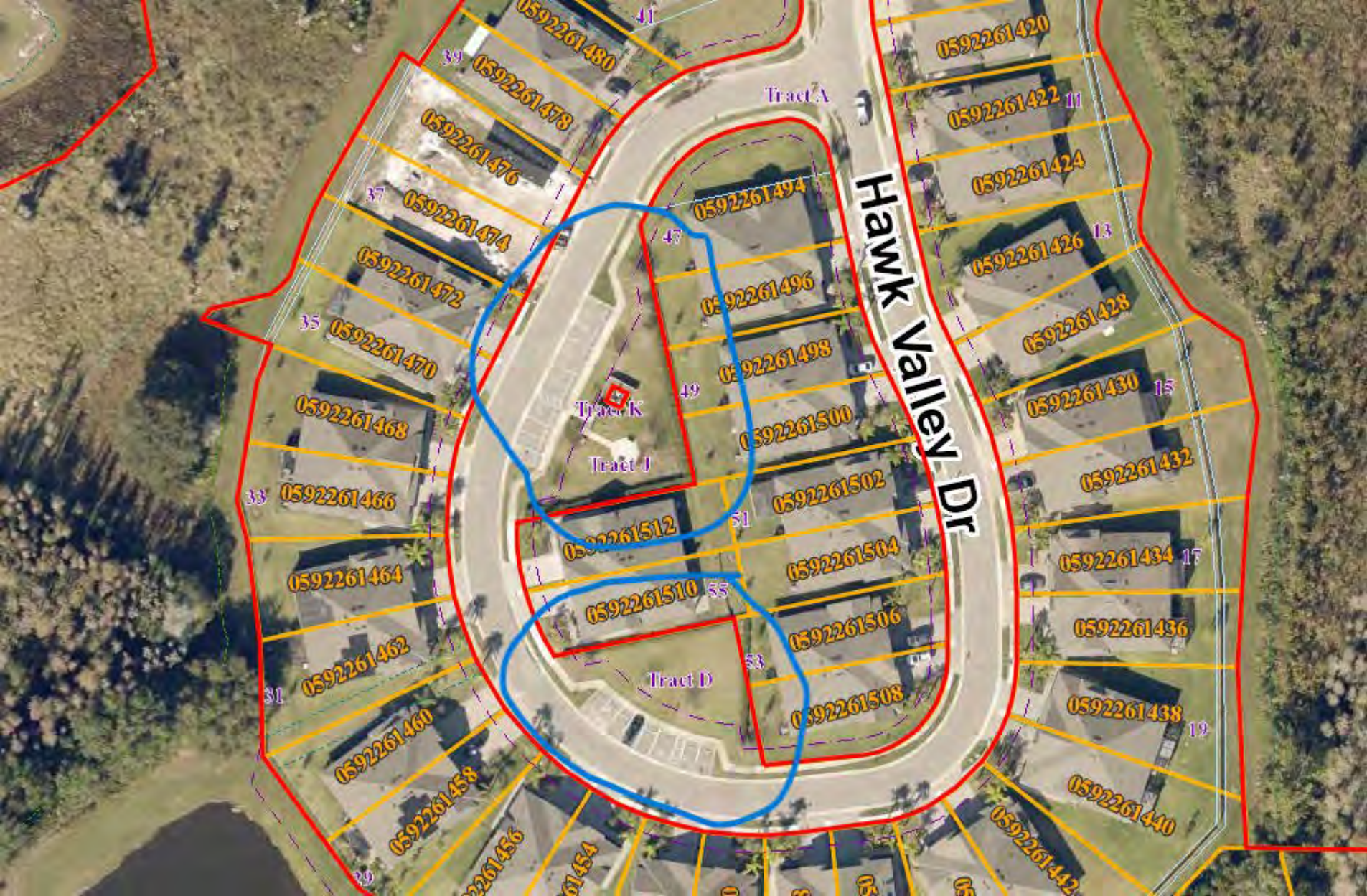
Description	Frequency	Cost per Occ.	Annual Cost
<b>Contract Services</b>			
General Maintenance	44	\$196.07	\$8,627.08
Porter Services	8	\$98.04	\$784.32
Irrigation Inspection	12	\$110.04	\$1,320.48
Fertilizer and Pest Control	12	\$156.31	\$1,875.72
MT-Mulch	1	\$580.40	\$580.40
<b>Annual Maintenance Price</b>			<b>\$13,188.00</b>

## Payment Schedule

Schedule	Price	Sales Tax	Total Price
December	\$1,099.00	\$0.00	\$1,099.00
January	\$1,099.00	\$0.00	\$1,099.00
February	\$1,099.00	\$0.00	\$1,099.00
March	\$1,099.00	\$0.00	\$1,099.00
April	\$1,099.00	\$0.00	\$1,099.00
May	\$1,099.00	\$0.00	\$1,099.00
June	\$1,099.00	\$0.00	\$1,099.00
July	\$1,099.00	\$0.00	\$1,099.00
August	\$1,099.00	\$0.00	\$1,099.00
September	\$1,099.00	\$0.00	\$1,099.00
October	\$1,099.00	\$0.00	\$1,099.00
November	\$1,099.00	\$0.00	\$1,099.00
	<b>\$13,188.00</b>	<b>\$0.00</b>	<b>\$13,188.00</b>

Customer Initials \_\_\_\_\_





Hawk Valley Dr

Tract A

Tract K

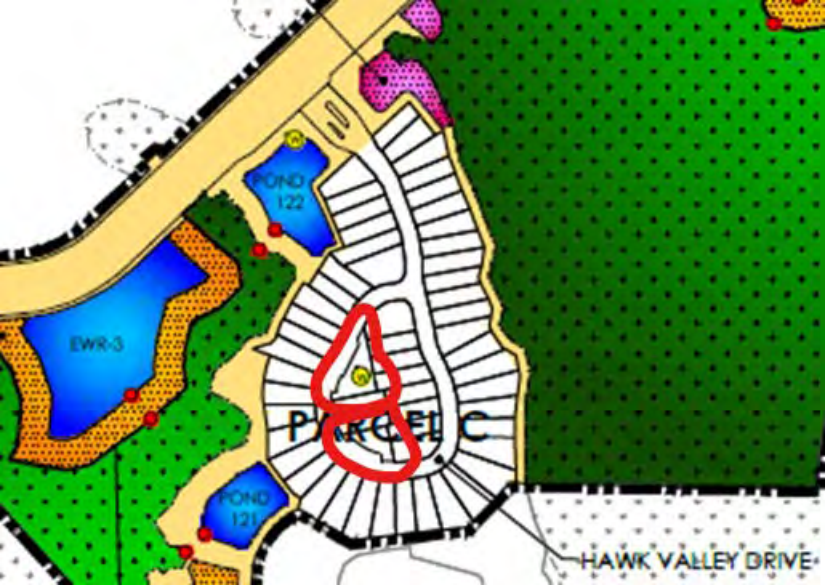
Tract J

Tract D

- 0592261480
- 0592261478
- 0592261476
- 0592261474
- 0592261472
- 0592261470
- 0592261468
- 0592261466
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PARCEL C

HAWK VALLEY DRIVE

## Tab 4

**SECOND ADDENDUM TO THE CONTRACT  
FOR  
PROFESSIONAL LANDSCAPE INSPECTION SERVICES**

---

This Second Addendum to the Contract for Professional Landscape Inspection Services (this “**Addendum**”), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ (the “**Effective Date**”), by and between **K-Bar Ranch II Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

**RECITALS**

**WHEREAS**, the District and the Consultant entered into the contract for Professional Landscape Inspection Services dated **July 5, 2018** (the “**Contract**”), incorporated by reference herein; and

**WHEREAS**, the District and the Consultant desire to amend **Exhibit A** – Schedule of Fees of the Fees and Expenses section of the Contract as further described in this Addendum; and

**WHEREAS**, the District and the Consultant 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 Consultant agree to the changes to amend **EXHIBIT A** – Schedule of Fees attached.

The amended **Exhibit A** – Schedule of Fees are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the undersigned have executed this Addendum as of the Effective Date.

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein agree to those terms.

ACCEPTED BY:

**RIZZETTA & COMPANY, INC.**

BY:

\_\_\_\_\_

PRINTED NAME:

William J. Rizzetta

TITLE:

President

DATE:

\_\_\_\_\_

COMMUNITY:

**K-Bar Ranch II Community Development District**

BY:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

## EXHIBIT A

### Schedule of Fees

#### STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

---

#### MONTHLY

\$900

#### ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

Job Title:	Hourly Rate:
Principal	\$500.00
VP/CFO/COO	\$450.00
Director	\$250.00
Information Technology Manager	\$225.00
Regional District Manager	\$225.00
Financial Services Manager	\$225.00
Accounting Manager	\$225.00
Regional Licensed Community Association Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Clubhouse Manager	\$175.00
Senior Helpdesk Support Engineer	\$175.00
Financial Analyst	\$150.00
Division Manager Landscape Inspection Services	\$150.00
Senior Accountant	\$150.00
Collections Manager	\$125.00
Landscape Specialist	\$125.00
Financial Associate	\$125.00
Community Association Coordinator	\$100.00
Staff Accountant	\$100.00
Information Technology	\$100.00
Accounting Clerk	\$85.00
Administrative Assistant	\$85.00



## Tab 5

Chris Thompson

Blue Water Aquatics, Inc.

10/30/2023 | 12 Photos



# K-Bar Ranch CDD II Aquatics Report



# October Aquatics Report

The SWFWMD Provisional Rainfall Summary shows Hillsborough received 1.18" of rain as of the 12th. The monthly average for October is 2.81". The cooler temperatures should bring less algae. The cooler weather will also cause some of the native plants to brown and wither. The plants will rebound in spring.

1

al Rainfall Summary through the midnight of October 12, 2023

Table: Summary by Region

Region	October 1 Through October 13 2023			January 1 Through October 13 2023			November 2022 Through October 2023			
	Month to Date	Monthly Average	Percent of Monthly Average	Year to Date	Calendar Year Average	Percent of Calendar Year Average	Cumulative 12-month	Cumulative 12-month Average	Percent of Average	Cumulative 12-month Percentile
Northern	2.14	2.85	75%	38.98	48.96	80%	44.18	55.74	80%	17%
Central	1.11	2.87	39%	35.67	48.08	75%	43.55	52.56	82%	12%
Southern	1.59	1.89	85%	37.16	48.41	77%	43.25	52.55	82%	8%
District	1.38	2.88	48%	37.36	48.63	77%	43.55	52.84	82%	6%

Table: Summary by County

County	Month to Date	Monthly Average	Percent of Monthly Average	Year to Date	Calendar Year Average	Percent of Calendar Year Average	Cumulative 12-month	Cumulative 12-month Average	Percent of Average	Cumulative 12-month Percentile
Northern Region										
Larv	2.41	2.85	84%	40.96	48.91	83%	43.84	54.84	81%	17%
Marion	3.79	3.95	120%	48.23	49.41	98%	52.69	54.39	97%	47%
Cherokee	1.97	2.79	71%	36.68	49.45	74%	41.09	54.14	76%	8%
Sumner	1.71	2.82	61%	37.62	47.40	79%	43.34	51.99	83%	15%
Hammonds	1.68	2.87	58%	36.18	50.30	72%	43.69	54.84	79%	10%
Lake	1.55	2.88	54%	38.11	47.60	80%	45.37	51.91	87%	24%
Central Region										
Polk	1.19	2.93	41%	35.65	49.50	72%	43.58	54.64	80%	11%
Franklin	1.31	2.91	45%	35.52	47.14	75%	44.04	51.64	85%	1%
Hillsborough	1.38	2.81	49%	36.40	49.44	73%	43.66	52.70	83%	9%
Polk	0.91	2.88	32%	40.84	48.12	85%	46.61	52.64	88%	11%
Southern Region										
Minnos	0.62	3.05	20%	32.78	49.37	66%	38.74	55.44	70%	3%
Hardee	0.50	3.01	17%	30.28	48.27	63%	45.39	52.16	87%	21%
Highland	1.50	3.44	44%	27.22	48.67	56%	53.68	52.05	103%	26%
Sarasota	0.80	3.23	25%	31.08	48.72	64%	37.18	52.70	71%	2%
Dade	2.11	3.27	65%	43.07	48.33	89%	48.50	51.86	94%	19%
Charlotte	1.95	3.39	58%	37.15	48.96	76%	44.02	52.57	84%	19%

All rainfall values in inches

Rainfall summary

Project: K-Bar Ranch I CDD  
Date: 10/13/2023, 7:00am  
Creator: Chris Thompson

2

Pond map

Project: K-Bar Ranch I CDD  
Date: 10/13/2023, 7:02am  
Creator: Chris Thompson

3

191A  
Beautiful native Fire Flag, Cyprus trees, and Duck Potato inhabit this tiny pond off of K Bar RANCH PKWY.

Project: K-Bar Ranch II CDD  
Date: 10/17/2023, 10:14am  
Creator: Darren Maio

4

**241**

We treated for: Torpedo grass. Routine spot spraying for nuisance and non-native vegetation will continue.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 10:37am

Creator: Darren Maio

5

**240**

Directly across from the clubhouse. We treated for: Torpedo grass and water primrose. Routine spot spraying for nuisance and non-native vegetation will continue.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 10:41am

Creator: Darren Maio

6

**SD 112**

Sun Drift's front pond on the corner of Mistflower and K Bar Ranch PKWY. No trash at all this month.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 10:50am

Creator: Darren Maio



7

**240**

We removed the deer from the pond and disposed of it.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 11:17am

Creator: Darren Maio

8

**223**

Filled up nicely from the past weeks' rainy weather.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 11:39am

Creator: Darren Maio

9

**201**

We treated for: Torpedo grass. Routine spot spraying for nuisance and non-native vegetation will continue.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 12:10pm

Creator: Darren Maio



**121**

This small pond frequently gets algae blooms. The water level fluctuates very fast. The water control structure is in good condition and free of excess vegetation that could slow drainage.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 12:39pm

Creator: Darren Maio

**112**

We battled alligator weed and torpedo grass here for quite some time. The back side of the pond has finally been cleared of debris and brush.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 12:49pm

Creator: Darren Maio

**SD115**

We treated for filamentous algae.

Project: K-Bar Ranch II CDD

Date: 10/17/2023, 1:09pm

Creator: Darren Maio



# Aquatic Services Report

## Technician

Doug Fitzhenry

## Job Details

Service Date	10/5/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Partly Cloudy
Wind	4ne
Temperature	87
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers	121 wr3 122 102 fc105 103 104 101 100 fc40 ec1-9 202 204 205 201 192 190 191 242 s1 203 200
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth

2 of 2

Pond Numbers	121 wr3 104 100 ec4. Ec5 210 204 202 200
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal



## Aquatic Services Report

Restrictions

None

Observations/Recommendations

Sites treated for algae



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date	10/6/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Partly Cloudy
Wind	7 MPH E
Temperature	83*
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers	210, 212, 223, 213, 211, 232, FC220, 221, 222, 230, FC230, FC231, 231, A13, 240, WCA, 243, 244, FC242B, FC242A, 241, FC630151, FC670250A, SDII5, SDII4, SDII3, SDII2, SDII1
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Brush <input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated ponds for torpedo grass, alligator weed, pennywort, creeping water, west Indian marsh grass, and sesbania.

2 of 2

Pond Numbers	210, SDII5, SDII2
Service Performed	Treatment



## Aquatic Services Report

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV

Water Level

Low

Restrictions

None

Observations/Recommendations

Treated ponds for filamentous algae and planktonic algae.



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date

10/12/2023

Customer

K-Bar Ranch CDD II

Weather Conditions

Rainy

Wind

11 MPH SW

Temperature

72\*

Multiple Sites Treated

Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers

EWR3, 121, 102, FC105, 103, 104, 101, EWR2, 100, FC40, 202, 204, 205, 201, A10, 200, 203, 210, 212, C3, C2, 223, 213, 211, 232, 222, 221, FC220, 230, FC230, FC231, 231, WCA, A13, 240, 244, 241, FC242A, 244, FC630151, FC242B, FC670250A, 190, 192, 191A, 191, 242, SDII1, SDII2, SDII3, SDII4, SDII5, EC1-9, 193

Service Performed

Inspection

Water Level

Normal

Observations/Recommendations

A couple of minor issues with algae on a few ponds, but overall, the property is good condition. It's quite rainy during this inspection

2 of 2

Pond Numbers

SDII2, SDII5, 210

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV





## Aquatic Services Report

Water Level

Normal

Restrictions

None

Observations/Recommendations

Treated ponds for filamentous algae.



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date	10/18/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Sunny
Wind	6 MPH NNE
Temperature	64*
Multiple Sites Treated	No
Pond Number	240
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Special Service Agreement
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Normal
Restrictions	None
Observations/Recommendations	Removed dead deer from pond 240.



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date

10/24/2023

Customer

K-Bar Ranch CDD II

Weather Conditions

Partly Cloudy

Wind

13 MPH ENE

Temperature

82\*

Multiple Sites Treated

Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers

EWR3, 121, 102, FC105, 103, 104, 101, EWR2, 100, FC40, 202, 204, 205, 201, A10, 200, 203, 210, 212, C3, C2, 223, 213, 211, 232, 222, 221, FC220, 230, FC230, FC231, 231, WCA, A13, 240, 244, 241, FC242A, 244, FC630151, FC242B, FC670250A, 190, 192, 191A, 191, 242, SDII1, SDII2, SDII3, SDII4, SDII5, EC1-9, 193

Service Performed

Inspection

Water Level

Low

Observations/Recommendations

Ponds were in overall good condition. We are on track for the next treatment during the first week of November.

2 of 2

Pond Numbers

210, 202, 204

Service Performed

Treatment

Work Performed

☒ Algae

Equipment Used

☒ ATV/UTV



## Aquatic Services Report

Water Level

Low

Restrictions

None

Observations/Recommendations

Pond 210, 202, 204 were treated for filamentous algae.



# Aquatic Services Report

## Technician

Doug Fitzhenry

## Job Details

Service Date	10/30/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Sunny
Wind	3ene
Temperature	80
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	Ec9 fc630151 702
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> JonBoat
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth

Chris Thompson

Blue Water Aquatics, Inc.

11/29/2023 | 9 Photos



# K-Bar Ranch CDD II Aquatics Report





# November Aquatics Report

October and November have been very dry months. Even with the recent rain, Hillsborough County is at 51% of it's annual rainfall for October. As of November 16th, Hillsborough received .94" of rain according to SWFWMD.

***Q: What are stormwater ponds and why do we need them?***

**A:** A stormwater pond is designed to collect and manage runoff from rainwater. When rainwater lands on rooftops, parking lots, streets, driveways and other hard surfaces, the rainfall that doesn't soak into the ground (stormwater runoff) flows into your neighborhood stormwater pond through grates, pipes, shallow swales or ditches. Stormwater ponds are required for most new development (since the 1980s) and are specifically designed to help prevent flooding and remove pollutants from the water. Without these ponds, stormwater would carry pollutants like litter, motor oil, gasoline, fertilizers, pesticides, pet wastes, sediments and anything else that can float, into nearby streams, rivers, lakes, wetlands, estuaries or the Gulf of Mexico.

1



Pond **EC9** -At the beginning of the month, the pond was treated for grasses with our boat and spray tank system for hard to reach and hard to kill West Indian Marsh grass. It can be seen here dead about 25 feet out into the water.

Project: K-Bar Ranch II CDD  
Date: 11/17/2023, 10:41am  
Creator: Darren Maio

2



Pond **EWR3** -This is the first pond seen when coming into K BAR RANCH. It has a decent amount of native aquatic plants. It also has torpedo grass that sprouts up some awkward and hard to reach places just out of reach. With a good wind, the erratic grasses can be eliminated.

Project: K-Bar Ranch II CDD  
Date: 11/17/2023, 10:49am  
Creator: Darren Maio

3



**Pond 100** -This pond continuously transforming throughout the year. It has a large elevated shelf at one corner that is exposed and out of the water for most of the year. If not maintained correctly, unwanted vegetation can quickly take over.

Project: K-Bar Ranch II CDD  
Date: 11/17/2023, 10:55am  
Creator: Darren Maio

4



**Pond 231** -There is a decent population of several species of native aquatic plants in this well established pond. The biggest issue for this body of water is unwanted growth from vegetation coming from the shorelines.

Project: K-Bar Ranch II CDD  
Date: 11/17/2023, 11:19am  
Creator: Darren Maio

5



Pond 222 - This pond practically dries up for part of the year. Seeing it full is rare. It has a small population of desirable Duck Potato plants around the perimeter.

Project: K-Bar Ranch II CDD

Date: 11/17/2023, 11:28am

Creator: Darren Maio

6



Pond 202 - This pond is in a very high visibility intersection of K BAR RANCH PKWY. Residents sometimes confuse the native Jointed Spikerush population with undesired vegetation.

Project: K-Bar Ranch II CDD

Date: 11/17/2023, 11:42am

Creator: Darren Maio



7



Pond **190**-This pond is relatively small and easy to care for year round. When the banks are exposed, it does produce quite a bit of vegetation.

Project: K-Bar Ranch II CDD

Date: 11/17/2023, 11:58am

Creator: Darren Maio

8



Pond **WCA**-This is a small water collection area that is connected to a few other small bodies of water with water levels that can rapidly change.

Project: K-Bar Ranch II CDD

Date: 11/17/2023, 12:09pm

Creator: Darren Maio

9



Pond **FC670250A** - The pond is in great condition. There is a small population of crested floating heart near the outfall into the woodland that needs to be monitored for growth.

Project: K-Bar Ranch II CDD  
Date: 11/17/2023, 12:46pm  
Creator: Darren Maio





# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date

11/6/2023

Customer

K-Bar Ranch CDD II

Weather Conditions

Sunny

Wind

4 MPH NE

Temperature

81\*

Multiple Sites Treated

Yes



## Ponds Treated Information

Repeatable - 2 Count

1 of 2

Pond Numbers

EWR3, 121, 122, EWR2, 101, 102, 103, 104, 100, FC40, 200, 201, 202, 203, 204, 205, 190, 192, 191A, 193, EC1, EC2, EC3, EC4, EC6, EC7, EC8, EC9, A10

Service Performed

Treatment

Work Performed

- ☒ Brush
- ☒ Cattails
- ☒ Floating
- ☒ Grasses

Equipment Used

- ☒ ATV/UTV
- ☒ Backpack

Water Level

Low

Restrictions

None

Observations/Recommendations

The ponds are in pretty good condition. The water levels are very low. Treated mainly for grasses, alligator weed, brush, creeping water primrose, pennywort, crested floating heart, and sedge.

2 of 2



## Aquatic Services Report

Pond Numbers	EC5, 202, 100
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Treated ponds for filamentous algae.



# Aquatic Services Report

## Technician

Doug Fitzhenry

## Job Details

Service Date	11/6/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Sunny
Wind	2e
Temperature	74
Multiple Sites Treated	Yes

## Ponds Treated Information Repeatable - 3 Count

1 of 3

Pond Numbers	193 242 sdii2 sdii3 sdii4 sdii5 sdii1 fc670250a fc630151 243 fc242a 241 240 a13wca 231 243 fc231 232 fc230 230 221 fc220 213 211 c2 c3 223 222 212 220
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Grasses
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for invasive growth

2 of 3

Pond Numbers	Sdii3
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Submersed
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low



## Aquatic Services Report

Restrictions	None
Observations/Recommendations	Site treated for niad
3 of 3	
Pond Numbers	210 sdii2
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Algae
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	Low
Restrictions	None
Observations/Recommendations	Sites treated for algae



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date	11/17/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Cloudy
Wind	5 MPH N
Temperature	75*
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	EW3, 121, 122, 102, 101, 100, FC105, 103, 100, FC40, 104, 202, 210, 212, C3, C2, 223, 213, 211, 222, 221, FC220, 230, FC230, 211, 232, FC231, 231, 243, WCA, FC242A, 244, A13, 240, FC630151, FC670250A, FC242B, SDII5, SDII4, SDII3, SDII2, SDII1, 191, 193, 242, 191A, 190, 192, 204, 205, 201, EC1-9, 203, A10, S1, 241, A13
Service Performed	Inspection
Water Level	Normal
Observations/Recommendations	KBAR 2 neighborhoods waterways are looking great; especially with the solid day of rain on 11/16/23. During my inspection, I removed trash from several ponds. Also, I fulfilled the service call today.



# Aquatic Services Report

## Technician

Darren Maio

## Job Details

Service Date	11/24/2023
Customer	K-Bar Ranch CDD II
Weather Conditions	Rainy
Wind	10 MPH SW
Temperature	56*
Multiple Sites Treated	Yes



## Ponds Treated Information

Repeatable - 1 Count

1 of 1

Pond Numbers	Trash Pick Up ALL PONDS
Service Performed	Treatment
Work Performed	<input checked="" type="checkbox"/> Other
Equipment Used	<input checked="" type="checkbox"/> ATV/UTV
Water Level	High
Restrictions	None
Observations/Recommendations	Trash removal from all ponds and banks.

## **Tab 6**





Rizzetta & Company  
Professionals in Community Management



# PROPOSAL

AQUATIC INSPECTION SERVICES

Prepared for: K-Bar II Community Development District



CLARITY WHERE

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PURITY

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MATTERS





## AQUATIC INSPECTION SERVICES

Lakes and ponds are alluring because they provide a tranquil and relaxing environment. A professionally maintained one will enhance the community aesthetics, increase home value, and residents' enjoyment.

Rizzetta & Company Aquatics Inspection team provides the expertise needed for well-planned and well-maintained community waterways. Each of our Aquatic Inspection Specialists is a certified Aquatic Weed Spray Technician in The State of Florida.

From layered testing and quality control systems to long-term enhancement projects, our specialists can provide services tailored to your community's needs.





# THE PROCESS

Our team is committed to elevating the waterways in your community with detailed inspections, formal reporting, enhancement planning, and effective vendor communication strategies.

**Community Asset Management Plan:** Perform a complete inventory of the community aquatic assets and provide an inventory report to the board.

**Community Education:** Present teaching events to provide the latest research and developments in Aquatic Sciences and provide a knowledge base for the residents.

**Aquatics Specification Development:** Develop a request for proposal (RFP) document to include a customized set of standards and specifications based on the community needs and budget. Conduct the bidding process, review, and prepare a bid tabulation document for the board. Assist the board with reviewing the bid tabulation and other pertinent information.

**Aquatics Maintenance Inspections:** Perform visual waterway and body of water inspections, provide the board with an inspection report, notify maintenance contractor of deficiencies in service, and obtain proposals for aquatic projects.

**Pond and Waterway Turnover Inspections:** Attend property turnover meetings that include waterways and participate in the inspection on behalf of the board. Provide a follow-up report regarding the turnover inspection.

**Master Task Project Plan for Mature Communities:** Develop a project plan specific to long-term enhancements and maintenance for the community's waterways and bodies of water. Emphasis is on long-term health and efficiency of the waterflow systems in the community and efficient budgeting.



# SCOPE OF SERVICES

Rizzetta & Co. is pleased to provide this proposal for professional Aquatic Inspection Services. These services will be provided on a recurring basis, with a detailed description provided below.

## Aquatic Services Management

- Perform one (1) monthly aquatic maintenance inspection to ensure oversight of onsite waterway maintenance contractors and compliance with the District's aquatic and waterway maintenance contracts.
- Perform one (1) annual dissolved oxygen and pH grid test for each pond or body of water.
- Provide the District with one (1) monthly aquatic inspection report, which shall be included in the District's agenda package and may contain, among other things, recommended action items.
- Upon request of the District, attend a minimum of three (3) District meetings in person and/or three (3) District meetings electronically, per fiscal year, to review aquatic maintenance inspection report or discuss other waterway-related issues.
- Notify aquatic maintenance contractors of deficiencies in service or the need for additional care.
- Monitor the progress of aquatic maintenance contractors in accordance with scope of work provided in maintenance contracts with the District.
- Upon request, provide input for preparation of the District's annual budget.
- Upon request and following fee agreement, prepare and develop a scope of services for aquatic maintenance proposals and oversee the entire bidding process.
- Obtain additional competitive aquatic maintenance proposals for incidental work as requested by the District and provide them to the District Manager.



## AQUATIC INSPECTION

# Services Fee

Based on the Scope of Services, Rizzetta & Company proposes the following Aquatic Inspection Services fee:

### **Option 1. – Scope of Services as presented (service fee will be billed monthly):**

- \$11,115.00

### **Additional Service. – Scope of Services amended as follows (service fee will be billed monthly):**

- Perform one (1) additional dissolved oxygen and pH grid test for each pond or body of water
- \$2,500.00

### **Ala carte services available upon request (service fee will be billed upon completion of service):**

- Additional dissolved oxygen and/or pH testing for individual ponds.
- Prepare and develop a scope of services for aquatic maintenance proposals and oversee the entire bidding process.
- Emergency visit due to unforeseen circumstances.
- Additional professional consultations or project management.

#### **Submitted**

By: \_\_\_\_\_

Lucianno Mastrionni  
Vice President, Business Strategy & Development  
Rizzetta & Company

Date: \_\_\_\_\_

#### **Accepted**

By: \_\_\_\_\_

Print: \_\_\_\_\_

For: K-Bar II Community Development District

Date: \_\_\_\_\_

WE BUILD

# PARTNERSHIPS

THAT LAST



Rizzetta & Company

Professionals in Community Management

## CORPORATE OFFICE

3434 Colwell Avenue, Suite 200, Tampa, FL 33614

888-208-5008 | [rizzetta.com](http://rizzetta.com)



## **Tab 7**

# K-BAR RANCH II

## COMMUNITY DEVELOPMENT DISTRICT

10820 Mistflower Lane  
Tampa, FL 33647  
Phone 813-388-9646  
manager@kbarll.com

### Clubhouse Manager's Report CDD BOS Meeting November 2023

#### Operations and Maintenance Report

##### Amenities Center/Activities/Events

- Harvest Fest
- Holiday Event planned for Dec. 3
- Santa booked
- I suggest we have the Official Lighting of the Clubhouse as the finale to the Holiday Event Dec 3
- Sleigh ride with horses awaiting call back
- Eagle Creek and Sundrift construction continues...gates to be left open
- No towing in these villages through Thanksgiving also Amenity Center added
- Dead oak update?
- I would like to get approval to brand K-Bar Ranch II merchandise and sell. Baseball caps(Navy, white, pink and green) T-shirts and sweatshirts and/or polo shirts and coffee mugs to start
- Order staff shirts as part of dress code
- Lighting is or is nearly completed(at time of my writing this report).
- New Proptia system...issue with Credential Wallet...we were never told that we have to pay \$1/device that we have bought and paid for, in order to activate it, in this new system

##### Maintenance

- Dave continues painting of curbs at each village entrance
- Wi-fi booster installed for greater range
- Permission to get a comp review inspection from a new pool service company .
- Littering still a big problem along Mistflower at main entrance
- No fishing signs ordered
- Pressure washer arrived
- Cameras in event room/kitchen are a big plus/help

# K-BAR RANCH II

## COMMUNITY DEVELOPMENT DISTRICT

10820 Mistflower Lane  
Tampa, FL 33647  
Phone 813-388-9646  
manager@kbarll.com

### Clubhouse Manager's Report

#### CDD BOS Meeting

November/December 2023

#### Operations and Maintenance Report

##### **Amenities Center/Activities/Events**

- Harvest Fest was a success. The pie eating contest was perfect finale. Petting Zoo was a big hit with kids and adults. Budgeted at \$1200.00/ ending amount spent was \$1050.00 Petting Zoo and educational talk for children with a variety of animals tentatively booked/waiting to finalize with farm owner for Springtime event April 6
- Holiday Event planned for Dec. 3
- Santa booked/ Horse-drawn carriage rides booked/ Entertainment, Geo the Music Man booked
- Happy Holidays event was a huge success. Many compliments. Santa commented that in his 3 years here it is the largest turnout he has seen. Next year's event will be about a week later on Sunday, December 8 and later hours 4pm-7pm. Horses and the carriages will be lit up with Christmas lights as it becomes dark. Vendors have been booked for next year. Total spent was \$3500.00, had estimated budget originally at \$4000.
- Official Lighting of the Clubhouse as the finale to the Holiday Event Dec 3 went well/sm.crowd
- Eagle Creek and Sundrift 2 road work continues...delays...Paving postponed once again for Eagle Creek and Sundrift 2 and set to be completed on Jan 8<sup>th</sup> and 9<sup>th</sup>. All curb repairs are now completed for both.
- No towing was initiated in these villages through Thanksgiving
- Dead oak update. Tree has been removed.

- Permanent lighting installed and completed on clubhouse. Monuments are not finished as of 12/11.
- Fire inspection completed
- New Proptia system...issue with Credential Wallet...we were never told that we have to pay \$1/device that we have already bought and paid for, in order to activate it, in this new system.

### **Maintenance**

- Dave continues painting of curbs at each village entrance
- Dave fixed Old Spanish monument electrical problem working on others. Ordered parts, I believe from a company on line as they were at least a third cheaper than purchasing from the co. that originally installed them.
- Wi-fi booster still has issues installing/called Securiteam for assistance
- Cooper Pools did a comp review inspection and would like to submit a proposal at next month's(Jan) meeting .
- Littering still a big problem along Mistflower at main entrance
- No fishing signs ordered
- Pressure washer arrived and is getting used frequently

### **Miscellaneous**

- Pine Lake installed drains along tennis courts
- Cameras in event room/kitchen are a big plus/help but need to be repositioned as there is a blind spot in kitchen and the two in event room should be at opposite ends of room for better coverage  
No staff/board member was ever asked prior to installation where they should be installed.
- Preparing/gathering documents...emails, photos and written statement regarding the twice breaking of signed rental agreements(twice) and the rental ban of 10318 Stallion Fields Way residents to be sent to attorney per Michele.

## Tab 8



Rizzetta & Company

#### UPCOMING DATES TO REMEMBER

- **Next Regular Meeting:** January 18 @ 6p
- **FY 2020-2021 Audit Completion Deadline:** Completed
- **Next Election:** November 2024
- **Quarterly Website Compliance Audit:** 100% in compliance

## District Manager's Report

December 21

# 2023

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#### FINANCIAL SUMMARY

10/31/2023

General Fund Cash & Investment Balance:	\$703,034
Reserve Fund Cash & Investment Balance:	\$102,159
Debt Service Fund Investment Balance:	\$834,010
<b>Total Cash and Investment Balances:</b>	<b>\$1,639,203</b>
<b>General Fund Expense Variance: \$30,604</b>	<b>Under Budget</b>



## Tab 9



Rizzetta & Company

# **K-Bar Ranch II Community Development District**

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**Financial Statements  
(Unaudited)**

**October 31, 2023**

**Prepared by: Rizzetta & Company, Inc.**

[kbarranchiicdd.org](http://kbarranchiicdd.org)  
[rizzetta.com](http://rizzetta.com)

**K-Bar Ranch II Community Development District**

Balance Sheet

As of 10/31/2023

(In Whole Numbers)

	General Fund	Reserve Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets							
Cash In Bank	63,694	0	7,050	0	70,743	0	0
Investments	639,340	102,159	834,010	39,459	1,614,969	0	0
Accounts Receivable	1,847,813	100,000	1,004,243	0	2,952,055	0	0
Refundable Deposits	9,110	0	0	0	9,110	0	0
Fixed Assets	0	0	0	0	0	25,048,077	0
Amount Available in Debt Service	0	0	0	0	0	0	1,845,303
Amount To Be Provided Debt Service	0	0	0	0	0	0	13,224,697
Total Assets	2,559,957	202,159	1,845,303	39,459	4,646,877	25,048,077	15,070,000
Liabilities							
Accounts Payable	7,436	0	0	0	7,436	0	0
Accrued Expenses	32,089	0	0	0	32,089	0	0
Other Current Liabilities	214	0	0	0	214	0	0
Due To Other	1,113	0	0	0	1,113	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	0	15,070,000
Deposits Payable	5,255	0	0	0	5,255	0	0
Total Liabilities	46,107	0	0	0	46,107	0	15,070,000
Fund Equity & Other Credits							
Beginning Fund Balance	823,903	101,964	831,872	38,064	1,795,803	0	0
Investment In General Fixed Assets	0	0	0	0	0	25,048,077	0
Net Change in Fund Balance	1,689,947	100,195	1,013,431	1,395	2,804,968	0	0
Total Fund Equity & Other Credits	2,513,850	202,159	1,845,303	39,459	4,600,771	25,048,077	0
Total Liabilities & Fund Equity	2,559,957	202,159	1,845,303	39,459	4,646,877	25,048,077	15,070,000

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	1,284	(1,284)
Special Assessments				
Off Roll	277,477	277,477	277,477	0
Tax Roll	1,579,164	1,579,164	1,583,986	(4,822)
Other Misc. Revenues				
Miscellaneous Revenue	0	0	1,544	(1,544)
<b>Total Revenues</b>	<b>1,856,641</b>	<b>1,856,641</b>	<b>1,864,291</b>	<b>(7,650)</b>
<b>Expenditures</b>				
Legislative				
Supervisor Fees	13,000	1,083	800	284
<b>Total Legislative</b>	<b>13,000</b>	<b>1,083</b>	<b>800</b>	<b>284</b>
Financial & Administrative				
Accounting Services	20,246	1,688	1,687	0
Administrative Services	5,061	421	422	0
Arbitrage Rebate Calculation	900	0	0	0
Assessment Roll	5,460	5,460	5,460	0
Auditing Services	4,700	0	140	(140)
Bank Fees	750	63	118	(55)
Disclosure Report	5,000	0	0	0
District Engineer	11,000	916	300	616
District Management	22,352	1,863	1,863	0
Dues, Licenses & Fees	500	42	0	42
Financial & Revenue Collections	5,460	455	455	0
Legal Advertising	7,000	583	0	583
Miscellaneous Fees	0	0	50	(50)
Public Officials Liability Insurance	3,143	3,143	2,829	314
Trustees Fees	10,040	0	4,114	(4,114)
Website Hosting, Maintenance, Backup & E	3,002	1,660	1,637	22
<b>Total Financial &amp; Administrative</b>	<b>104,614</b>	<b>16,294</b>	<b>19,075</b>	<b>(2,782)</b>
Legal Counsel				
District Counsel	30,000	2,500	500	2,000
<b>Total Legal Counsel</b>	<b>30,000</b>	<b>2,500</b>	<b>500</b>	<b>2,000</b>
Security Operations				
Gate Maintenance & Repair	40,000	3,333	1,663	1,671
Security Monitoring Services	115,000	9,584	10,992	(1,409)

See Notes to Unaudited Financial Statements

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Security Operations	155,000	12,917	12,655	262
Electric Utility Services				
Utility - Recreation Facilities	35,000	2,916	1,000	1,917
Utility - Street Lights	169,000	14,084	10,723	3,359
Utility Services	89,488	7,457	5,365	2,093
Total Electric Utility Services	293,488	24,457	17,088	7,369
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	5,000	417	267	149
Total Garbage/Solid Waste Control Services	5,000	417	267	149
Water-Sewer Combination Services				
Utility Services	2,500	208	200	9
Total Water-Sewer Combination Services	2,500	208	200	9
Stormwater Control				
Aquatic Maintenance	59,090	4,924	3,705	1,219
Lake/Pond Bank Maintenance & Repair	18,000	1,500	0	1,500
Wetland Monitoring & Maintenance	5,200	433	431	3
Total Stormwater Control	82,290	6,857	4,136	2,722
Other Physical Environment				
Entry & Walls Maintenance & Repair	8,000	667	0	667
Fire Ant Treatment	1,000	83	0	83
General Liability Insurance	3,842	3,842	3,458	384
Holiday Decorations	20,000	10,000	9,574	426
Irrigation Maintenance & Repair	35,000	2,917	0	2,917
Landscape - Annuals/Flowers	47,093	0	0	0
Landscape - Mulch	50,025	0	0	0
Landscape Inspection Services	10,800	900	800	100
Landscape Maintenance	551,885	45,990	26,579	19,412
Landscape Replacement Plants, Shrubs, Tr	40,000	3,334	2,591	742
Property Insurance	42,450	42,450	42,791	(341)
Rust Prevention	19,140	1,595	1,525	70
Well Maintenance	10,000	833	0	833
Wildlife Management Services	15,000	1,250	0	1,250
Total Other Physical Environment	854,235	113,861	87,317	26,543
Road & Street Facilities				
Parking Lot Repair & Maintenance	500	42	0	42
Roadway Repair & Maintenance	500	42	0	41
Sidewalk Maintenance & Repair	2,500	208	0	209
Street Sign Repair & Replacement	500	42	0	41
Total Road & Street Facilities	4,000	334	0	333

See Notes to Unaudited Financial Statements

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Parks &amp; Recreation</b>				
Athletic Court/Field/Playground Maintena	1,000	83	135	(51)
Clubhouse Maintenance & Repair	2,500	208	650	(442)
Clubhouse Supplies	3,000	250	177	73
Dog Waste Station Supplies & Maintenance	1,500	125	0	125
Facility A/C & Heating Maintenance & Rep	1,500	125	0	125
Furniture Repair & Replacement	2,500	208	0	208
Lighting Replacement	1,000	84	0	84
Management Contract	208,966	17,413	14,727	2,687
Office Supplies	2,000	167	147	19
Pest Control & Termite Bond	2,873	240	0	239
Playground Equipment & Maintenance	500	41	0	42
Pool Permits	275	0	0	0
Pool Repair & Maintenance	2,000	167	0	166
Pool Service Contract	20,400	1,700	1,700	0
Telephone, Internet, Cable	4,500	375	290	85
Utility Golf Cart Maintenance	15,000	1,250	0	1,250
Total Parks & Recreation	269,514	22,436	17,826	4,611
<b>Special Events</b>				
Clubhouse Programs/Events	8,000	667	664	2
Total Special Events	8,000	667	664	2
<b>Contingency</b>				
Capital Outlay	30,000	2,500	12,000	(9,500)
Miscellaneous Contingency	5,000	417	1,815	(1,399)
Total Contingency	35,000	2,917	13,816	(10,898)
Total Expenditures	1,856,641	204,947	174,344	30,604
<b>Total Excess of Revenues Over(Under) Expenditures</b>				
	0	1,651,694	1,689,947	(38,253)
<b>Fund Balance, Beginning of Period</b>				
	0	0	823,903	(823,903)
<b>Total Fund Balance, End of Period</b>				
	0	1,651,694	2,513,850	(862,156)

See Notes to Unaudited Financial Statements

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	195	(195)
Special Assessments				
Tax Roll	100,000	100,000	100,000	0
Total Revenues	<u>100,000</u>	<u>100,000</u>	<u>100,195</u>	<u>(195)</u>
<b>Expenditures</b>				
Contingency				
Capital Reserve	100,000	100,000	0	100,000
Total Contingency	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>
Total Expenditures	<u>100,000</u>	<u>100,000</u>	<u>0</u>	<u>100,000</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>100,195</u>	<u>(100,195)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>101,964</u>	<u>(101,964)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>202,159</u>	<u>(202,159)</u>



**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	2,244	(2,244)
Special Assessments				
Tax Roll	667,172	667,172	672,623	(5,451)
Total Revenues	<u>667,172</u>	<u>667,172</u>	<u>674,867</u>	<u>(7,695)</u>
<b>Expenditures</b>				
Debt Service				
Interest	472,172	472,172	0	472,172
Principal	195,000	195,000	0	195,000
Total Debt Service	<u>667,172</u>	<u>667,172</u>	<u>0</u>	<u>667,172</u>
Total Expenditures	<u>667,172</u>	<u>667,172</u>	<u>0</u>	<u>667,172</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>674,867</u>	<u>(674,867)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(556)	556
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(556)</u>	<u>556</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>552,275</u>	<u>(552,275)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>1,226,586</u>	<u>(1,226,586)</u>

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
<b>Revenues</b>				
Interest Earnings				
Interest Earnings	0	0	1,136	(1,136)
Special Assessments				
Off Roll	141,537	141,537	141,536	0
Tax Roll	195,534	195,534	197,133	(1,597)
Total Revenues	<u>337,071</u>	<u>337,071</u>	<u>339,805</u>	<u>(2,733)</u>
<b>Expenditures</b>				
Debt Service				
Interest	202,071	202,071	0	202,071
Principal	135,000	135,000	0	135,000
Total Debt Service	<u>337,071</u>	<u>337,071</u>	<u>0</u>	<u>337,071</u>
Total Expenditures	<u>337,071</u>	<u>337,071</u>	<u>0</u>	<u>337,071</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>339,805</u>	<u>(339,805)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(686)	686
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>(686)</u>	<u>686</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>279,598</u>	<u>(279,598)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>618,717</u>	<u>(618,717)</u>

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	91	(91)
Total Revenues	<u>0</u>	<u>0</u>	<u>91</u>	<u>(91)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>91</u>	<u>(91)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	556	(556)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>556</u>	<u>(556)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>22,452</u>	<u>(22,452)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>23,099</u>	<u>(23,099)</u>

**K-Bar Ranch II Community Development District**

## Statement of Revenues and Expenditures

As of 10/31/2023

(In Whole Numbers)

	Year Ending 09/30/2024	Through 10/31/2023	Year To Date 10/31/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	63	(63)
Total Revenues	<u>0</u>	<u>0</u>	<u>63</u>	<u>(63)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>63</u>	<u>(63)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	686	(686)
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>686</u>	<u>(686)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>15,612</u>	<u>(15,612)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>16,361</u>	<u>(16,361)</u>

**K-Bar Ranch II CDD****Investment Summary****October 31, 2023**

<b><u>Account</u></b>	<b><u>Investment</u></b>	<b><u>Balance as of</u></b> <b><u>October 31, 2023</u></b>
The Bank of Tampa	Money Market Account	\$ 20,569
The Bank of Tampa ICS Operating		
Nexbank	Money Market Account	223,252
Pinnacle Bank	Money Market Account	248,825
The Huntington National Bank	Money Market Account	57
Zions Bancorporation, N.A.	Money Market Account	146,637
	<b>Total General Fund Investments</b>	<b><u>\$ 639,340</u></b>
 The Bank of Tampa ICS Capital Reserve		
The Huntington National Bank	Money Market Account	\$ 8
Zions Bancorporation, N.A.	Money Market Account	102,151
	<b>Total Reserve Fund Investments</b>	<b><u>\$ 102,159</u></b>
 US Bank Series 2017 A-1 Revenue	First American Government Oblig Fd CL Y	\$ 134,996
US Bank Series 2017 A-1 Reserve	First American Government Oblig Fd CL Y	136,794
US Bank Series 2017 A-1 Prepayment	First American Government Oblig Fd CL Y	2,911
US Bank Series 2017 A-3 Revenue	First American Government Oblig Fd CL Y	175,967
US Bank Series 2017 A-3 Reserve	First American Government Oblig Fd CL Y	103,294
US Bank Series 2021 Revenue	First American Government Oblig Fd CL Y	111,348
US Bank Series 2021 Reserve	First American Government Oblig Fd CL Y	168,700
	<b>Total Debt Service Fund Investments</b>	<b><u>\$ 834,010</u></b>
 US Bank Series 2017 A-1 Construction	First American Government Oblig Fd CL Y	\$ 13,448
US Bank Series 2017 A 2/3 Construction	First American Government Oblig Fd CL Y	9,651
US Bank Series 2021 Construction	First American Government Oblig Fd CL Y	16,360
	<b>Total Capital Projects Fund Investments</b>	<b><u>\$ 39,459</u></b>

**K-Bar Ranch II Community Development District**  
**Summary A/R Ledger**  
**From 10/01/2023 to 10/31/2023**

	<b>Fund_ID</b>	<b>Fund Name</b>	<b>Customer</b>	<b>Invoice Number</b>	<b>AR Account</b>	<b>Date</b>	<b>Balance Due</b>
<b>221, 2226</b>							
	221-001	221 General Fund	Hillsborough County Tax Collec- tor	AR00001193	12110	10/01/2023	1,570,336.05
	221-001	221 General Fund	M/I Homes	AR00001369	12109	10/01/2023	69,369.25
	221-001	221 General Fund	M/I Homes	AR00001368	12109	10/01/2023	138,738.50
	221-001	221 General Fund	M/I Homes	AR00001370	12109	10/01/2023	69,369.25
<b>Sum for 221, 2226</b>							<b>1,847,813.05</b>
<b>221, 2227</b>							
	221-005	221 Reserve Fund	Hillsborough County Tax Collec- tor	AR00001193	12110	10/01/2023	100,000.00
<b>Sum for 221, 2227</b>							<b>100,000.00</b>
<b>221, 2228</b>							
	221-200	221 Debt Service Fund S2017	Hillsborough County Tax Collec- tor	AR00001193	12110	10/01/2023	272,557.83
	221-200	221 Debt Service Fund S2017	Hillsborough County Tax Collec- tor	AR00001193	12110	10/01/2023	394,614.14
<b>Sum for 221, 2228</b>							<b>667,171.97</b>
<b>221, 2229</b>							
	221-201	221 Debt Service Fund S2021	Hillsborough County Tax Collec- tor	AR00001193	12110	10/01/2023	195,534.33
	221-201	221 Debt Service Fund S2021	M/I Homes	AR00001369	12109	10/01/2023	35,384.11
	221-201	221 Debt Service Fund S2021	M/I Homes	AR00001368	12109	10/01/2023	70,768.21
	221-201	221 Debt Service Fund S2021	M/I Homes	AR00001370	12109	10/01/2023	35,384.11
<b>Sum for 221, 2229</b>							<b>337,070.76</b>
<b>Sum for 221</b>							<b>2,952,055.78</b>
<b>Sum Total</b>							<b>2,952,055.78</b>

See Notes to Unaudited Financial Statements

**K-Bar Ranch II Community Development District**  
**Summary A/P Ledger**  
**From 10/1/2023 to 10/31/2023**

	<b>Fund Name</b>	<b>GL posting date</b>	<b>Vendor name</b>	<b>Document number</b>	<b>Description</b>	<b>Balance Due</b>
<b>221, 2226</b>						
	221 General Fund	10/27/2023	Rizzetta & Company, Inc.	INV0000084881	Personnel Reimbursement 10/27/23	6,590.89
	221 General Fund	10/19/2023	Spectrum	1736970101923 - 6970 AUTO PAY	10711 Mistflower Lane 10/23	149.97
	221 General Fund	10/17/2023	Spectrum	1779814101723 - 9814 AUTO PAY	19302 Eagle Creek LN SB 10/23	84.98
	221 General Fund	10/21/2023	Spectrum	1752167102123 - 2167 AUTO PAY	10820 Mistflower Lane - Amenity Center 10/23	289.95
	221 General Fund	10/19/2023	Spectrum	1736988101923 - 6988 AUTO PAY	10541 K-Bar Ranch Pkwy 10/23	149.97
	221 General Fund	10/22/2023	Spectrum	2736809102223 - 6809 AUTOPAY	19292 Mossy Pine Dr 10/23	169.98
<b>Sum for 221, 2226</b>						<b>7,435.74</b>
<b>Sum for 221</b>						<b>7,435.74</b>
<b>Sum Total</b>						<b>7,435.74</b>



K-Bar Ranch II Community Development District  
13 Month Trend Report  
As of 10/31/2023

	Month Ending 10/31/2022	Month Ending 11/30/2022	Month Ending 12/31/2022	Month Ending 01/31/2023	Month Ending 02/28/2023	Month Ending 03/31/2023	Month Ending 04/30/2023	Month Ending 05/31/2023	Month Ending 06/30/2023	Month Ending 07/31/2023	Month Ending 08/31/2023	Month Ending 09/30/2023	Month Ending 10/31/2023
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Revenues													
36100 - Interest Earnings													
1011--Interest Earnings	281.53	305.37	336.18	414.49	494.34	1,145.07	1,646.76	1,751.78	1,684.47	1,660.69	1,530.65	1,425.07	1,284.14
36310 - Special Assessments													
1001--Tax Roll	1,673,768.06	0.00	0.00	703.04	0.00	0.00	46.16	0.00	4,672.21	46.96	0.00	0.00	1,583,985.56
1002--Off Roll	16,278.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	277,477.00
36900 - Other Misc. Revenues													
1013--Miscellaneous Revenue	393.67	209.40	9.60	8,778.46	3,620.49	2,371.43	4,216.35	4,843.99	2,317.20	4,482.42	4,499.84	1,938.89	1,543.97
1039--Key/Access/Transponder Revenue	2,762.79	1,986.05	2,139.54	(6,888.38)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	1,693,484.16	2,500.82	2,485.32	3,007.61	4,114.83	3,516.50	5,909.27	6,595.77	8,673.88	6,190.07	6,030.49	3,363.96	1,864,290.67
Expenditures													
51100 - Legislative													
1101--Supervisor Fees	470.00	438.12	833.75	600.00	600.00	400.00	1,200.00	1,600.00	0.00	600.00	800.00	800.00	800.00
Total Legislative	470.00	438.12	833.75	600.00	600.00	400.00	1,200.00	1,600.00	0.00	600.00	800.00	800.00	800.00
51300 - Financial & Administrative													
3100--Administrative Services	401.70	401.67	401.67	401.67	401.67	401.67	401.67	401.67	401.67	401.67	401.67	401.67	421.75
3101--District Management	1,796.95	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,796.92	1,862.67
3103--District Engineer	0.00	832.00	1,096.00	0.00	813.50	952.00	547.50	583.50	780.00	500.00	766.50	2,126.50	300.00
3104--Disclosure Report	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3105--Trustees Fees	1,500.00	0.00	5,416.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,010.16	4,113.77
3106--Assessment Roll	5,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,460.00
3111--Financial & Revenue Collections	433.33	433.33	433.33	433.33	433.33	433.33	433.33	433.33	433.33	433.33	433.33	433.33	455.00
3201--Accounting Services	1,606.80	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,606.83	1,687.17
3202--Auditing Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,900.00	2,600.00	0.00	0.00	140.00
3203--Arbitrage Rebate Calculation	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00
4501--Public Officials Liability Insurance	2,733.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,829.00
4801--Legal Advertising	1,041.85	554.00	0.00	1,368.00	246.00	876.00	794.00	0.00	0.00	3,180.00	0.00	573.50	0.00
4901--Bank Fees	155.93	71.31	76.10	56.06	(20.40)	18.25	194.99	221.80	45.64	233.83	217.74	144.95	117.96
4902--Dues, Licenses & Fees	242.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4903--Miscellaneous Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	995.06	0.00	0.00	50.14
5102--Website Hosting, Maintenance, Backup & Email	1,637.50	100.00	100.00	100.00	364.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,637.50
Total Financial & Administrative	16,749.96	5,796.06	10,927.55	11,762.81	5,641.85	6,635.00	5,875.24	6,644.05	7,064.39	11,847.64	5,772.99	8,193.86	19,074.96
51400 - Legal Counsel													
3107--District Counsel	5,185.00	3,431.25	3,888.75	3,736.25	3,080.50	2,000.00	3,461.40	1,000.00	2,126.25	800.00	6,740.50	8,685.50	500.00
Total Legal Counsel	5,185.00	3,431.25	3,888.75	3,736.25	3,080.50	2,000.00	3,461.40	1,000.00	2,126.25	800.00	6,740.50	8,685.50	500.00
52900 - Security Operations													
3329--Security Monitoring Services	7,572.00	7,572.00	8,532.00	17,064.00	8,532.00	8,532.00	8,532.00	8,532.00	10,992.00	10,992.00	13,453.42	31,694.50	10,992.00
3330--Security Camera Clubhouse	960.00	1,110.00	0.00	420.00	0.00	1,002.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4612--Gate Maintenance & Repair	1,807.63	936.70	300.00	700.00	175.00	2,425.18	5,892.61	441.74	2,115.46	962.50	2,046.40	1,341.49	1,662.78
Total Security Operations	10,339.63	9,618.70	8,832.00	18,184.00	8,707.00	11,960.00	14,424.61	8,973.74	13,107.46	11,954.50	15,499.82	33,035.99	12,654.78
53100 - Electric Utility Services													
4301--Utility Services	5,839.81	6,083.36	6,157.98	6,636.41	6,721.48	5,226.14	8,310.90	4,316.32	10,103.51	8,397.61	5,753.66	6,765.54	5,364.87
4304--Utility - Recreation Facilities	1,295.93	1,284.69	1,249.05	1,324.48	1,418.68	1,000.00	1,890.79	1,000.00	2,242.14	1,000.00	2,459.21	1,832.88	1,000.00
4307--Utility - Street Lights	11,608.76	11,921.76	11,221.99	12,684.92	12,661.28	10,716.89	14,657.41	13,749.25	11,702.64	10,723.40	14,702.64	12,698.40	10,723.40
Total Electric Utility Services	18,744.50	19,289.81	18,629.02	20,645.81	20,801.44	16,943.03	24,859.10	19,065.57	24,048.29	20,121.01	22,915.51	21,296.82	17,088.27

K-Bar Ranch II Community Development District  
13 Month Trend Report  
As of 10/31/2023

	Month Ending 10/31/2022 Actual	Month Ending 11/30/2022 Actual	Month Ending 12/31/2022 Actual	Month Ending 01/31/2023 Actual	Month Ending 02/28/2023 Actual	Month Ending 03/31/2023 Actual	Month Ending 04/30/2023 Actual	Month Ending 05/31/2023 Actual	Month Ending 06/30/2023 Actual	Month Ending 07/31/2023 Actual	Month Ending 08/31/2023 Actual	Month Ending 09/30/2023 Actual	Month Ending 10/31/2023 Actual
53400 - Garbage/Solid Waste Control Services													
4325--Garbage - Recreation Facility	241.81	241.81	241.81	241.81	241.81	483.62	0.00	241.81	241.81	241.81	253.26	253.26	267.36
Total Garbage/Solid Waste Control Services	241.81	241.81	241.81	241.81	241.81	483.62	0.00	241.81	241.81	241.81	253.26	253.26	267.36
53600 - Water-Sewer Combination Services													
4301--Utility Services	127.01	166.84	124.56	129.07	163.63	100.00	283.06	100.00	84.56	170.61	285.02	178.19	199.32
Total Water-Sewer Combination Services	127.01	166.84	124.56	129.07	163.63	100.00	283.06	100.00	84.56	170.61	285.02	178.19	199.32
53800 - Stormwater Control													
4601--Aquatic Maintenance	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00	3,705.00
4606--Lake/Pond Bank Maintenance & Repair	0.00	0.00	0.00	0.00	4,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4633--Wetland Monitoring & Maintenance	430.78	430.78	430.78	0.00	430.78	430.78	430.78	430.78	430.78	430.78	430.78	430.78	430.78
Total Stormwater Control	4,135.78	4,135.78	4,135.78	3,705.00	8,735.78	4,135.78	4,135.78	4,135.78	4,135.78	4,135.78	4,135.78	4,135.78	4,135.78
53900 - Other Physical Environment													
4503--Property Insurance	28,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42,791.00
4504--General Liability Insurance	3,341.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,458.00
4603--Entry & Walls Maintenance & Repair	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,375.00	0.00	0.00
4604--Landscape Maintenance	38,246.75	43,162.75	43,162.75	38,925.45	39,662.75	43,162.75	36,162.75	26,578.67	31,041.17	26,578.67	35,653.67	22,867.43	26,578.66
4609--Irrigation Maintenance & Repair	13,256.00	3,427.81	0.00	(3,300.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,208.17	0.00
4628--Well Maintenance	0.00	19,254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	18,495.00	0.00
4650--Landscape Replacement Plants, Shrubs, Trees	2,773.75	0.00	0.00	2,562.00	0.00	0.00	2,228.56	1,684.00	0.00	1,460.96	2,039.55	0.00	2,591.12
4653--Landscape Inspection Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00
4655--Field Services	800.00	800.00	800.00	0.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	0.00
4656--Landscape - Annuals/Flowers	6,663.88	0.00	0.00	0.00	0.00	7,509.56	0.00	0.00	0.00	0.00	10,237.50	0.00	0.00
4680--Holiday Decorations	7,750.00	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,574.00
4686--Landscape - Mulch	0.00	0.00	0.00	0.00	29,250.00	3,780.92	9,424.91	0.00	0.00	0.00	0.00	0.00	0.00
6433--Rust Prevention	2,800.00	0.00	3,175.00	0.00	3,050.00	1,525.00	3,050.00	0.00	1,525.00	1,525.00	1,525.00	1,525.00	1,525.00
Total Other Physical Environment	103,931.38	66,644.56	62,137.75	38,187.45	72,762.75	56,778.23	51,666.22	29,062.67	33,366.17	30,364.63	54,805.72	55,895.60	87,317.78
54100 - Road & Street Facilities													
4102--Gate Phone	1,437.77	1,557.75	1,117.83	(4,113.35)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4612--Gate Maintenance & Repair	0.00	0.00	0.00	6,076.12	0.00	1,267.80	1,437.78	2,584.49	1,287.80	1,287.80	1,287.80	3,201.27	0.00
Total Road & Street Facilities	1,437.77	1,557.75	1,117.83	1,962.77	0.00	1,267.80	1,437.78	2,584.49	1,287.80	1,287.80	1,287.80	3,201.27	0.00
57200 - Parks & Recreation													
3300--Management Contract	9,548.84	12,625.14	14,581.68	13,943.78	13,444.31	20,014.67	15,646.70	14,935.14	14,713.68	15,144.90	14,469.02	21,754.04	14,726.94
4103--Telephone, Internet, Cable	579.90	0.00	289.95	579.90	459.93	289.95	289.95	289.95	289.95	289.95	289.95	289.95	289.95
4500--Pool Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00	0.00	0.00	0.00	0.00	0.00
4529--Pest Control	0.00	140.00	0.00	140.00	0.00	140.00	0.00	465.00	0.00	140.00	0.00	140.00	0.00
4533--Furniture Repair & Replacement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	139.98	0.00
4612--Gate Maintenance & Repair	0.00	0.00	0.00	0.00	927.85	590.00	0.00	171.42	84.98	84.98	84.98	1,747.48	0.00
4620--Facility A/C & Heating Maintenance & Repair	276.30	0.00	516.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,522.15	0.00	0.00
4625--Pool Service Contract	1,500.00	1,500.00	1,500.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00
4704--Clubhouse Janitorial Services	1,363.95	1,363.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4705--Clubhouse Maintenance & Repair	0.00	250.80	528.60	1,760.39	163.67	217.10	365.76	1,049.74	378.45	424.83	31.11	357.74	649.55
4717--Pool Repair & Maintenance	0.00	45.96	125.63	42.16	25.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4722--Lighting Replacement	0.00	0.00	601.74	0.00	24.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4734--Clubhouse Supplies	150.94	569.82	371.21	172.43	283.53	176.19	477.81	137.94	552.68	1,035.21	358.49	137.03	177.02
4763--Tennis Court Maintenance & Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.99	668.34	0.00	0.00	0.00	0.00
4764--Athletic Court/Field/Playground Maint.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.99	0.00	0.00	39.99	134.94
4906--Dog Waste Station Supplies & Maintenance	210.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

K-Bar Ranch II Community Development District  
13 Month Trend Report  
As of 10/31/2023

	Month Ending 10/31/2022	Month Ending 11/30/2022	Month Ending 12/31/2022	Month Ending 01/31/2023	Month Ending 02/28/2023	Month Ending 03/31/2023	Month Ending 04/30/2023	Month Ending 05/31/2023	Month Ending 06/30/2023	Month Ending 07/31/2023	Month Ending 08/31/2023	Month Ending 09/30/2023	Month Ending 10/31/2023
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
nance													
5101--Office Supplies	481.67	235.25	0.00	52.01	45.48	470.77	76.35	609.86	564.92	256.24	239.04	107.45	147.60
Total Parks & Recreation	14,112.42	16,730.92	18,515.15	18,390.67	17,075.27	23,598.68	18,556.57	19,834.04	19,152.99	19,076.11	19,694.74	26,413.66	17,826.00
57400 - Special Events													
4731--Clubhouse Programs/Events	897.60	1,110.31	83.83	647.72	401.79	697.83	226.88	500.96	52.64	0.00	265.15	83.16	664.17
Total Special Events	897.60	1,110.31	83.83	647.72	401.79	697.83	226.88	500.96	52.64	0.00	265.15	83.16	664.17
57900 - Contingency													
6401--Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,000.00
6409--Miscellaneous Contingency	0.00	7,873.10	0.00	4,129.00	257.50	1,083.00	300.00	3,005.99	6,130.53	1,998.40	2,697.10	94.00	1,815.41
Total Contingency	0.00	7,873.10	0.00	4,129.00	257.50	1,083.00	300.00	3,005.99	6,130.53	1,998.40	2,697.10	94.00	13,815.41
Total Expenditures	176,372.86	137,035.01	129,467.78	122,322.36	138,469.32	126,082.97	126,426.64	96,749.10	110,798.67	102,598.29	135,153.39	162,267.09	174,343.83
Total Excess of Revenues Over(Under) Expendi- tures	1,517,111.30	(134,534.19)	(126,982.46)	(119,314.75)	(134,354.49)	(122,566.47)	(120,517.37)	(90,153.33)	(102,124.79)	(96,408.22)	(129,122.90)	(158,903.13)	1,689,946.84
Fund Balance, Beginning of Period	641,773.88	2,158,885.18	2,024,350.99	1,897,368.53	1,778,053.78	1,643,699.29	1,521,132.82	1,400,615.45	1,310,462.12	1,208,337.33	1,111,929.11	982,806.21	823,903.08
Fund Balance, End of Period	2,158,885.18	2,024,350.99	1,897,368.53	1,778,053.78	1,643,699.29	1,521,132.82	1,400,615.45	1,310,462.12	1,208,337.33	1,111,929.11	982,806.21	823,903.08	2,513,849.92

**K-Bar Ranch II Community Development District  
Notes to Unaudited Financial Statements  
October 31, 2023**

**Balance Sheet**

1. Trust statement activity has been recorded through 10/31/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.
3. For presentation purposes, the Reserves are shown in a separate fund titled Reserve Fund.

**Summary A/R Ledger-Payment Terms**

4. Payment terms for landowner assessments are (a) defined in the FY23-24 Assessment Resolution adopted by the Board of Supervisors, (b) pursuant to Florida Statutes, Chapter 197 for assessments levied via the county tax roll.

## **Tab 10**

MINUTES OF MEETING

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

K-BAR RANCH II  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the K-Bar Ranch II Community Development District was held on **Thursday, October 19, 2023 at 6:04 p.m.** held at 10820 Mistflower Lane, Tampa, FL 33647.

Present and constituting a quorum were:

Michele Emery	Board Supervisor, Chairman
Greg Halstead	Board Supervisor, Assistant Secretary
Chloe Firebaugh	Board Supervisor, Assistant Secretary <i>(via phone)</i>
James Finley	Board Supervisor, Assistant Secretary
Duzianathan Mohan	Board Supervisor, Assistant Secretary

Also present:

Matt O'Nolan	District Manager, Rizzetta & Company, Inc.
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Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

On a Motion by Mr. Halstead, seconded by Mr. Mohan, with all in favor, the Board of Supervisors approved for Supervisor Firebaugh to vote and participate via teleconference, for K-Bar Ranch II Community Development District.

Mr. O'Nolan called the meeting to order, conducted roll call and verified that a quorum was present.

SECOND ORDER OF BUSINESS

Audience Comments

The Board heard audience comments regarding the tennis court leak and speed limit signs.

**THIRD ORDER OF BUSINESS**

**Staff Reports**

**A. Landscape Inspection Report and Responses**

Mr. O’Nolan presented the Landscape Inspection Report to the Board.

On a Motion by Ms. Emery, seconded by Mr. Mohan, with Ms. Firebaugh against, the Board of Supervisors approved Pine Lake Estimate #2945 for planting and asked Pine Lake to provide a quarterly bush hog proposal, for K-Bar Ranch II Community Development District.

**1. Pond Inspection Services Proposal**

The Board requested a French drain proposal from Pine Lake for the tennis courts.

**B. Pine Lake Nursery Report**

The Board reviewed the Landscape Inspection Report and Pine Lake Nursery’s responses.

The Board requested a French drain proposal from Pine Lake for the tennis courts.

**1. Ratification of Hawk Valley Well Repairs**

On a Motion by Mr. Finley, seconded by Ms. Emery, with all in favor, the Board of Supervisors ratified the Hawk Valley well repairs, for K-Bar Ranch II Community Development District.

**C. Presentation of Aquatics Report**

Mr. Thompson gave his report to the Board.

**D. Clubhouse Manager Report**

Mr. Laflamme gave his report to the Board.

**E. District Counsel**

Mr. Lewis spoke to the Board about the speed limit signs.

**F. District Engineer**

The Board requested Ms. Stewart arrange a traffic professional to verify speeding



and discuss opportunities with the Board.

The district must follow the same rules as the City of Tampa.

**G. District Manager**

Mr. O’Nolan advised of the upcoming meeting to be held on November 16, 2023 at 6:00 pm for the Board of Supervisors meeting.

**1. Review of Financial Statement**

Mr. O’Nolan presented the Financial Statement to the Board.

**2. District Manager’s Report**

Mr. O’Nolan presented the District Manager Report to the Board.

**FOURTH ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors Meeting held on September 21, 2023, and the Operation and Maintenance Expenditures for August 2023**

On a Motion by Ms. Emery, seconded by Mr. Finley, with all in favor, the Board of Supervisors approved the meeting minutes of the Board of Supervisors meeting held on September 21, 2023, and the Operation and Maintenance Expenditures for August 2023 (\$132,244.17), for K-Bar Ranch II Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of Contract Addendum for Professional Amenity Services**

On a Motion by Ms. Emery, seconded by Mr. Mohan, with all in favor, the Board of Supervisors approved the contract addendum for professional amenity services, for K-Bar Ranch II Community Development District.

**SIXTH ORDER OF BUSINESS**

**Presentation of the FY 21-22 Annual Audit**

Mr. O’Nolan presented the audit to the Board. He stated it was a clean audit with no adverse findings.

On a Motion by Mr. Halstead, seconded by Mr. Finley, with all in favor, the Board of Supervisors approved accepted the FY 21-22 annual audit, for K-Bar Ranch II Community Development District.

**SEVENTH ORDER OF BUSINESS**

**SUPERVISOR REQUESTS**

Supervisor Finley requested the District Manager provide a fencing proposal to fix the gaps near the gates at Mossy Pine, Sundrift 1&2.

Supervisor Emery stated she is working with Dave on purchase/installation of no fishing signs.

Supervisor Mohan inquired about the possibility of removing old cameras that were installed by M/I; as well as the incorrect address street sign at Sundrift 1&2.

Supervisor Emery requested the Amenity manager work with District Manager to purchase a pressure washer for maintenance.

On a Motion by Mr. Finley, seconded by Ms. Emery the Board (Ms. Firebaugh excluded) agreed to the offer from M/I Homes regarding the vacant land purchase, terms are price of \$315,500. A \$50,000 deposit, 45-day investigation period and close by the end of March 2024. The Board authorized District Manager to seek out options regarding land purchase and present at the November meeting, for K-Bar Ranch II Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

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

On a Motion by Mr. Finley, seconded by Ms. Emery, with all in favor, the Board of Supervisors adjourned the meeting at 8:05 p.m., for K-Bar Ranch II Community Development District.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

## **Tab 11**

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview , Florida · (813) 533-2950

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

[www.kbarranchiicdd.org](http://www.kbarranchiicdd.org)

## **Operations and Maintenance Expenditures September 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$180,461.57**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alisa Williams	100359	091323 Williams	Rental Deposit Refund	\$ 450.00
Anti-Pesto Bugkillers	100360	395759	Bimonthly Pest Control 09/23	\$ 140.00
Blue Water Aquatics, Inc.	100361	30562	Aquatic Service - Pond Treatment 08/23	\$ 3,705.00
Cecile Dominguez	100354	091423 Dominguez	Rental Deposit Refund 09/23	\$ 200.00
City of Tampa Utilities	100355	2282015 9/23	10352 K Bar Ranch Pkwy - Account #2282015 09/23	\$ 9.12
City of Tampa Utilities	100355	2287182 9/23	10820 Mistflower Ln - Account #2287182 09/23	\$ 120.14
City of Tampa Utilities	100355	2333386 9/23	19339 Eagle Creek Ln - Account #2333386 09/23	\$ 48.93
Egis Insurance Advisors, LLC	100367	19845	Policy #100123684 10/01/23-10/01/24	\$ 49,078.00
Florida Department of Revenue	100349	39-8017923158-4 08/23	Sales and Use Tax 08/23	\$ 336.14
Grau & Associates, P.A.	100368	24067	Auditing Services FYE 09/30/22	\$ 1,500.00
Grau & Associates, P.A.	100368	24233	Auditing Services FYE 09/30/22	\$ 1,900.00
Grau & Associates, P.A.	100368	24421	Auditing Services FYE 09/30/22	\$ 2,600.00

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Horner Environmental Professionals, Inc.	100350	219238	Aquatic Maintenance - Parcels A,C,K,L,M 07/23	\$ 430.78
Kbar Ranch II CDD	DC090823	DC090823	Debit Card Replenishment	\$ 336.50
PC Consultants	100362	108232	Service Call - Laptop/Monitors 09/23	\$ 123.00
PC Consultants	100362	108233	Service Call - Laptop/Monitors 09/23	\$ 105.00
Persson, Cohen & Mooney, P.A.	100356	4043	Legal Services 08/23	\$ 5,810.25
Pine Lake Services, LLC	100363	2792	Monthly Landscape Maintenance 09/23	\$ 26,578.67
Pine Lake Services, LLC	100363	2861	August F&P 09/23	\$ 1,135.00
Rizzetta & Company, Inc.	100346	INV0000083301	Amenity Management & Oversight 09/23	\$ 7,668.67
Rizzetta & Company, Inc.	100347	INV0000083181	District Management Fees 09/23	\$ 5,138.75
Rizzetta & Company, Inc.	100348	INV0000083328	Out of Pocket Expense 08/23	\$ 208.47
Rizzetta & Company, Inc.	100353	INV0000083387	Personnel Reimbursement 09/15/23	\$ 7,150.32
Securiteam, Inc.	100351	13722080723	Service Call - Windsome Manor 08/23	\$ 350.00
Securiteam, Inc.	100351	13742080923	Service Call - Sundrift Entry 08/23	\$ 1,050.00

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securiteam, Inc.	100351	13774081623	Service Call - Hawk Valley 08/23	\$ 252.65
Securiteam, Inc.	100351	13783081723	Service Call - Windsome Manor 08/23	\$ 291.49
Securiteam, Inc.	100357	17308	50% Deposit - Access Control System Upgrade 09/23	\$ 10,925.50
Securiteam, Inc.	100364	17257	Gate Video Monitoring Services 09/23	\$ 10,992.00
Securiteam, Inc.	100364	17312	(200) Windshield Stickers 09/23	\$ 2,094.00
Securiteam, Inc.	100364	17319	50% Deposit - Lightning Repairs 09/23	\$ 4,801.00
Securiteam, Inc.	100364	13540061223	Service Call - Old Spanish Entry 09/23	\$ 175.00
Securiteam, Inc.	100364	13701072423	Service Call - Amenity 09/23	\$ 1,050.00
Securiteam, Inc.	100364	13812082823	Service Call - Windsome Manor 09/23	\$ 175.00
Securiteam, Inc.	100364	13843090523	Service Call - Amenity 09/23	\$ 612.50
Spectrum	ACH	1736970081923 - 6970	10711 Mistflower Lane 08/23	\$ 169.97
Spectrum	ACH	1736988081923 - 6988	10541 K-Bar Ranch Pkwy 08/23	\$ 169.97
Spectrum	ACH	1736996091223 - 6996 AUTO PAY	10339 K-BAR RANCH PKWY BLDG GATE 09/23	\$ 149.97

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum	ACH	1744362082923 - 4362	10340 K-Bar Ranch Pkwy 09/23	\$ 169.97
Spectrum	ACH	1752167082123 - 2167	10820 Mistflower Lane - Amenity Center 08/23	\$ 289.95
Spectrum	ACH	1754981090123 - 4981	10528 Mistflower Ln 09/23	\$ 169.98
Spectrum	ACH	1758297091023 - 8297	10821 MISTFLOWER LN - Gate Phone 09/23	\$ 189.98
Spectrum	ACH	AUTO PAY 1779814081723 - 9814	19302 Eagle Creek LN SB 08/23	\$ 84.98
Spectrum	ACH	2736809082223 - 6809	19292 Mossy Pine Dr 08/23	\$ 189.98
Spectrum	ACH	2756559091023 - 6559	10841 Mistflower Ln - Gate Phone 09/23	\$ 77.98
Stantec Consulting Services, Inc.	100358	AUTO PAY 2128502	Engineering Services 08/23	\$ 1,560.00
Stantec Consulting Services, Inc.	100369	2132991	Engineering Services 08/23	\$ 766.50
Suncoast Pool Service, Inc.	100365	9630	Pool Service 09/23	\$ 1,700.00
Suncoast Rust Control, Inc.	100366	6092	Monthly Rust Control 09/23	\$ 1,525.00
TECO	ACH	211025392658 9/23	10841 Mistflower Lane, Gate 09/23	\$ 77.74
TECO	ACH	211025490809 9/23	10611 K-Bar Ranch Pkwy 09/23	\$ 96.50



## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

September 1, 2023 Through September 30, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	ACH	221005600376 9/23	10598 K Bar Ranch Pkwy, Entry Light/Gate 09/23	\$ 73.30
TECO	ACH	221008392039 9/23	Parcel I - Street Lights 09/23	\$ 1,723.40
TECO	ACH	221008498422 9/23	19301 Eagle Creek LN - Entry Sign/Gate 09/23	\$ 67.27
TECO	ACH	221008777825 9/23	10580 K-Bar Ranch Pkwy 09/23	\$ 55.79
TECO	ACH	321000017111 8/23	Electric Summary 08/23	\$ 19,317.57
U.S. Bank	100352	7000826	Trustee Fees Series 2021 07/01/2023-06/30/2024	\$ 4,040.63
Waste Management Inc. of Florida	ACH	9959835-2206-2	Waste Management - Clubhouse 09/23	<u>\$ 253.26</u>
<b>Total Report</b>				<u><b>\$ 180,461.57</b></u>

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview , Florida · (813) 533-2950

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

[www.kbarranchiicdd.org](http://www.kbarranchiicdd.org)

## **Operations and Maintenance Expenditures October 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$157,038.37**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Blue Water Aquatics, Inc.	100386	30703	Aquatic Service - Pond Treatment 09/23	\$ 3,705.00
City of Tampa Utilities	100383	2282015	10352 K Bar Ranch Pkwy - Account #2282015 10/23	\$ 6.60
City of Tampa Utilities	100383	2287182	10820 Mistflower Ln - Account #2287182 10/23	\$ 142.08
City of Tampa Utilities	100383	2333386	19339 Eagle Creek Ln - Account #2333386 10/23	\$ 50.64
Duzianthan Mohanadoss	100373	DM092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
Duzianthan Mohanadoss	100392	DM101923	Board of Supervisors Meeting 10/19/23	\$ 200.00
Florida Department of Revenue	100387	39-8017923158-4 09/23	Sales and Use Tax 09/23	\$ 152.91
Grau & Associates, P.A.	100384	101023-221	Auditing Services FYE 09/30/23	\$ 140.00
Gregory Halstead	100374	GH092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
Gregory Halstead	100393	GH101923	Board of Supervisors Meeting 10/19/23	\$ 200.00
Horner Environmental Professionals, Inc.	100375	219300	Aquatic Maintenance - Parcels A,C,K,L,M 08/23	\$ 430.78

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Illuminations Holiday Lighting, LLC	100381	112923	50% Deposit - Holiday Lighting 09/23	\$ 9,574.00
Innersync Studio, Ltd	100376	21760	Website Services - ADA Compliance FY23/24	\$ 1,537.50
James E Finley Jr	100377	JF092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
James E Finley Jr	100394	JF101923	Board of Supervisors Meeting 10/19/23	\$ 200.00
KBAR RANCH II CDD	DC101623	DC101623	Debit Card Replenishment	\$ 564.87
KBAR RANCH II CDD	DC102523	DC102523	Debit Card Replenishment	\$ 800.55
Michele Emery	100378	ME092123	Board of Supervisors Meeting 09/21/23	\$ 200.00
Michele Emery	100395	ME101923	Board of Supervisors Meeting 10/19/23	\$ 200.00
Persson, Cohen & Mooney, P.A.	100388	4176	Legal Services 09/23	\$ 3,675.25
Pine Lake Services, LLC	100379	2891	Repair Well (Lightning Strike) - Hawk Valley 09/23	\$ 9,247.50
Pine Lake Services, LLC	100379	2978	Repair Well (Lightning Strike) - Hawk Valley 09/23	\$ 9,247.50

## K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

### Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Pine Lake Services, LLC	100389	2838	Initial Irrigation Inspection 08/23	\$ 12,208.17
Pine Lake Services, LLC	100389	2983	Plant Installation - Redwood Pointe 10/23	\$ 1,481.11
Pine Lake Services, LLC	100389	2988	Remove Sod - Redwood Pointe (Vehicle Damage) 10/23	\$ 1,110.01
Pine Lake Services, LLC	100396	2910	Monthly Landscape Maintenance 10/23	\$ 26,578.66
Rizzetta & Company, Inc.	100370	INV0000084240	Personnel Reimbursement 09/29/23	\$ 6,729.82
Rizzetta & Company, Inc.	100371	INV0000084018	Assessment Roll FY23/24	\$ 5,460.00
Rizzetta & Company, Inc.	100372	INV0000084114	District Management Fees 10/23	\$ 5,326.59
Rizzetta & Company, Inc.	100382	INV0000084264	Out of Pocket Expense 09/23	\$ 205.23
Rizzetta & Company, Inc.	100385	INV0000084328	Amenity Management & Oversight 10/23	\$ 8,136.05
Securiteam, Inc.	100390	17195	Install (4) Gate Slabs (Briarbrook & Hawk Valley) 10/23	\$ 12,000.00
Securiteam, Inc.	100390	17422	(60) Gate Remotes 10/23	\$ 1,808.40

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Securiteam, Inc.	100390	13659072623	Service Call - Sundrift Entry 07/23	\$ 1,174.31
Securiteam, Inc.	100390	13709072723	Service Call - Briarbrook 10/23	\$ 564.16
Securiteam, Inc.	100390	13721073123	Service Call - Hawk Valley 07/23	\$ 175.00
Securiteam, Inc.	100397	17310	Balance Due - Lightning Damage 09/23	\$ 4,801.00
Securiteam, Inc.	100397	13573062023	Service Call - Windsome Manor 08/23	\$ 175.00
Securiteam, Inc.	100397	13586071023	Service Call - Briarbrook 08/23	\$ 525.00
Securiteam, Inc.	100397	13614062823	Service Call - Hawk Valley 08/23	\$ 175.00
Securiteam, Inc.	100397	13661071723	Service Call - Briarbrook 08/23	\$ 175.00
Securiteam, Inc.	100397	13874091823	Service Call - Amenity Center 10/23	\$ 175.00
Spectrum	EFT	1736970091923 - 6970 AUTO PAY	10711 Mistflower Lane 09/23	\$ 169.97
Spectrum	EFT	1736988091923 - 6988 AUTO PAY	10541 K-Bar Ranch Pkwy 09/23	\$ 169.97

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check #	Invoice Number	Invoice Description	Invoice Amount
Spectrum	EFT	1736996101223 - 6996 AUTO PAY	10339 K-BAR RANCH PKWY BLDG GATE 10/23	\$ 149.97
Spectrum	EFT	1744362092923 - 4362 AUTO PAY	10340 K-Bar Ranch Pkwy 10/23	\$ 169.97
Spectrum	EFT	1752167092123 - 2167 AUTO PAY	10820 Mistflower Lane - Amenity Center 09/23	\$ 289.95
Spectrum	EFT	1754981100123 - 4981 AUTO PAY	10528 Mistflower Ln 10/23	\$ 169.98
Spectrum	EFT	1758297101023 - 8297 AUTO PAY	10821 MISTFLOWER LN - Gate Phone 10/23	\$ 189.98
Spectrum	EFT	1779814091723 - 9814 AUTO PAY	19302 Eagle Creek LN SB 09/23	\$ 84.98
Spectrum	EFT	2736809092223 - 6809 AUTO PAY	19292 Mossy Pine Dr 09/23	\$ 189.98
Spectrum	EFT	2756559101023 - 6559 AUTO PAY	10841 Mistflower Ln - Gate Phone 10/23	\$ 77.98
Suncoast Pool Service, Inc.	100398	9726	Pool Service 10/23	\$ 1,700.00
Suncoast Rust Control, Inc.	100399	6200	Monthly Rust Control 10/23	\$ 1,525.00
TECO	EFT	321000017111- 391	Electric Summary 09/23	\$ 19,202.82

# K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check #</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TECO	EFT	211025392658- 435	10841 Mistflower Lane, Gate 10/23	\$ 66.71
TECO	EFT	211025490809- 435	10611 K-Bar Ranch Pkwy 10/23	\$ 84.57
TECO	EFT	221005600376- 435	10598 K Bar Ranch Pkwy, Entry Light/Gate 10/23	\$ 87.83
TECO	EFT	221008392039- 435	Parcel I - Street Lights 10/23	\$ 1,723.40
TECO	EFT	221008498422 -435	19301 Eagle Creek LN - Entry Sign/Gate 10/23	\$ 63.15
TECO	EFT	221008777825 -435	10580 K-Bar Ranch Pkwy 10/23	\$ 62.61
Tepal S Dora	100391	100923 Dora	Security Deposit Refund 10/23	\$ 160.00
Times Publishing Company	100380	0000307256 09/20/23	Account #163527 Legal Advertising 09/23	\$ 573.50
Waste Management Inc. of Florida	EFT	9967798-2206-2	Waste Management - Clubhouse 10/23	<u>\$ 267.36</u>
<b>Total Report</b>				<u><b>\$ 157,038.37</b></u>



## **Tab 12**

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT AND [REDACTED], REGARDING THE USE OF THE DISTRICT'S COMMUNITY FACILITIES**

**THIS LICENSE AGREEMENT ("Agreement") is made and entered into this day of [REDACTED], 2020, by and between: K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Tampa, Hillsborough County, Florida, and with offices at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (the "District"), and [REDACTED], a Florida limited liability company, with a mailing address of [REDACTED] (the "Licensee").**

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District owns, operates, and/or maintains various community facilities, including, but not limited to an activity center, common areas and recreational facilities, within the boundaries of the District (the "Community Facilities"); and

**'WHEREAS**, Licensee currently provides [REDACTED] and has asked the Board of Supervisors of the District for permission to provide such classes at the District's Community Facilities (the "Services"); and

**WHEREAS**, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Community Facilities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Community Facilities as a public improvement; and

**WHEREAS**, in order for the District to recover certain additional costs it will incur in the provision of the License (e.g. electricity and cleaning costs), the Licensee shall pay the District ten percent (10%) of the customer proceeds.

**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 Licensee agree as follows:

- 1. INCORPORATION OF RECITALS/DEFINITIONS.** The Recitals stated above are true and correct and are incorporated here in as a material part of this Agreement. Any definitions not specifically provided herein shall have the meaning as defined in the District's Community Facilities Rules and Regulations adopted by

the District on or about January 9, 2020, as amended (the "Community Facilities Rules").

2. **LICENSE.** The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Community Facilities for the purposes of providing the Services (the "License"). Licensee agrees it shall provide Services to the District's Members only. At the District's request, Licensee shall provide a list of a full roster of Members who utilize Licensee's Services to the District Manager, as such list may change from time to time. This list must contain member names and addresses for verification of Member status. Licensee also acknowledges that, pursuant to the Community Facilities Rules, for safety and liability issues, on certain occasions any Member under a certain age as referenced in the Community Facilities Rules must be accompanied by an Adult in order to participate in certain Services.
3. **HOURS AND AREA.** Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Community Facilities where such Services may be provided.
4. **USE OF AREA.** Licensee shall not have exclusive use of the Community Facilities but shall have exclusive use of the designated portion or area of the Community Facilities for operation of the Services during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Community Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Community Facilities shall be subject to the rules and policies of the District, including but not limited to the Community Facilities Rules, and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its Members, residents, landowners, lands, and facilities.
5. **FEES.** In consideration of the provision of the License, Licensee hereby agrees to pay the District ten percent (10%) per customer to reimburse the District for certain additional costs it will incur in connection with the License (e.g. electricity and cleaning costs).
6. **TERM.** This Agreement shall commence upon the date and time first written above and shall continue in effect until terminated by either party hereto.
7. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall

maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the written consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. **CARE OF PROPERTY.** The Licensee agrees to use all due care to protect the property of the District, its Members, residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Community Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent or users. In the event that any damage to the District's Community Facilities or lands occurs, the District shall notify the Licensee of such damage. Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, Members, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.
9. **REVOCATION.** The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason in its sole and absolute discretion, whether or not reasonable.
10. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.
11. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.
  - A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs,

arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

12. **RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
13. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
14. **AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to the Agreement.
15. **ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.
16. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.
17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First-Class Mail, postage prepaid, to the parties as follows:



If to the District:

K-Bar Ranch II CDD  
12750 Citrus Park Lane, Suite 115  
Tampa, Florida 33625  
Attn: District Manager

With a copy to:

Andrew H. Cohen  
Persson, Cohen & Mooney, P.A.  
6853 Energy Court  
Lakewood Ranch, Florida 34240  
Ph: (941) 306-4730 / Fax: (941) 306-4832

If to the Licensee:



Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

18. **SEVERABILITY.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

19. **PUBLIC RECORDS.** Pursuant to applicable Florida law, the Licensee's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Licensee agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Services. Upon request from the District's Custodian of Public Records, the Licensee shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Licensee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of the term of the Agreement and following completion of the Agreement if the Licensee does not transfer the records to the District. Upon completion of the Agreement, the Licensee shall transfer, at no cost to the District, all public records in possession of the Licensee or keep and maintain all public records required by the District to perform the Services. If the Licensee transfers all public records to the District upon completion of the Agreement, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Licensee keeps and maintains public records upon completion of the Agreement, the Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S RECORDS MANAGEMENT LIASION OFFICER (RMLO) AT 12750 CITRUS PARK LANE, SUITE 115 TAMPA, FLORIDA 33625, PHONE NO. (813) 933-5571, E-MAIL: [AMONTAGNA@RIZZETTA.COM](mailto:AMONTAGNA@RIZZETTA.COM)**

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


Attest:

**KBAR RANCH II COMMUNITY  
DEVELOPMENT DISTRICT**

WITNESS:

\_\_\_\_\_

CHAIRMAN:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_

## **Tab 13**





# Quarterly Compliance Audit Report

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## KBar Ranch CDD II

**Date:** October 2023 - 3rd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard



# Florida F.S. 189.069 Requirements

Result: **PASSED**

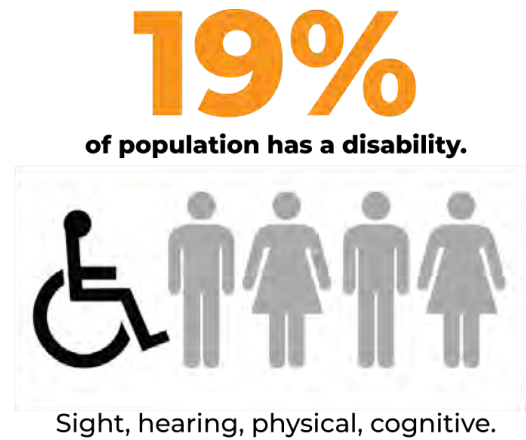
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
N/A	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>





## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## **Tab 14**

This instrument should be  
returned after recording to:

Andy Cohen, Esquire  
Persson, Cohen & Mooney, P.A.  
6853 Energy Court  
Lakewood Ranch, Florida 34240

### **SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this \_\_\_\_ day of December, 2023, by **M/I HOMES OF TAMPA, LLC, a Florida limited liability company**, whose mailing address is 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (the “Grantor”), in favor of **K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes**, whose mailing address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (the “Grantee”).

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, does hereby remise, release convey and confirm to Grantee and Grantee's successors and assigns forever, all of the right, title, interest, claim and demand of Grantor, if any, in and to the lot, piece or parcel of land situate, lying and being in Hillsborough County, Florida described on **Exhibit A** attached hereto and a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; that Grantor will fully warrant the title to the land and will defend the same against the lawful claims of all persons whomsoever lawfully claiming or purporting to claim the same, or any part thereof, by through or under Grantor, but not otherwise; and that the land is free of all encumbrances except

for zoning and land use regulations, property taxes for the current year (if not yet due and payable), easements, covenants, restrictions and other matters of record.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the date first above written.

WITNESSES:

M/I HOMES OF TAMPA, LLC,  
a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: Vice President

Printed Name: \_\_\_\_\_

“Grantor”

[CORPORATE SEAL]

STATE OF FLORIDA                    )  
COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as Vice President of M/I Homes of Tampa, LLC, on behalf of the Florida limited liability company. He is personally known to me or ☐ has produced (type of identification) as identification or ☐ has produced (type of identification) as identification.

[AFFIX NOTARIAL SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Print Name: \_\_\_\_\_



## **EXHIBIT A**

### **Legal Descriptions**

Tracts B and C as described in K-Bar Ranch Parkway Segment F1 & Mistflower Lane Segment 5, according to the map or plat thereof recorded in Plat Book 141, Pages 143-148 of the Public Records of Hillsborough County, Florida.

Tract C as described in K-Bar Ranch Parcel A, according to the map or plat thereof recorded in Plat Book 133, Pages 74-90 of the Public Records of Hillsborough County, Florida.

Tract D as described in K-Bar Parcel L, Phase 1 according to the map or plat thereof recorded in Plat Book 129, Pages 229-243 of the Public Records of Hillsborough County, Florida.

Tract K as described in K-Bar Ranch Parcel C according to the map or plat thereof recorded in Plat Book 130, Pages 163-178 of the Public Records of Hillsborough County, Florida.

## **LIEN AND POSSESSION AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ as Vice President of M/I HOMES OF TAMPA, LLC (the "Owner"), who being by me first duly sworn, deposes on oath and states as follows:

1. Owner is the fee simple owner of that certain real property located and situated in Hillsborough County, Florida, being more particularly described on Exhibit "A" attached hereto (the "Property").

2. There have been no improvements, alterations or repairs to the Property within the past ninety (90) days for which the costs, or any part thereof, remain unpaid, or which will not be paid in the ordinary course of business.

3. There are no construction, materialmen's, or laborers' liens against the Property or any part thereof, all of the foregoing persons have been or will be paid when due, and no contractor, subcontractor, laborer, materialman, engineer or surveyor, or the employee of any of the foregoing, has a current lien on the Property or the right to a lien against the Property or any part thereof.

4. There is no party in possession of the Property other than the Owner, either with or without the consent of the Owner, and there are no leases, written or unwritten, with respect to any portion of the Property which would entitle any third party to possession of any part of the Property.

5. To the best knowledge of the undersigned, there are no easements or claims of easements affecting the Property not shown by the Public Records of Hillsborough County, Florida.

6. There are no judgments, claims, disputes, demands or other matters pending against Owner that could attach to the Property.

Dated: \_\_\_\_\_, 2023

M/I HOMES OF TAMPA, LLC, a Florida limited  
liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

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 Vice President of M/I Homes of Tampa, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me ☐ OR produced a Florida Driver's License ☐ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Type, Stamp or Print Name)  
My commission expires:

## **EXHIBIT A**

### **Legal Descriptions**

Tracts B and C as described in K-Bar Ranch Parkway Segment F1 & Mistflower Lane Segment 5, according to the map or plat thereof recorded in Plat Book 141, Pages 143-148 of the Public Records of Hillsborough County, Florida.

Tract C as described in K-Bar Ranch Parcel A, according to the map or plat thereof recorded in Plat Book 133, Pages 74-90 of the Public Records of Hillsborough County, Florida.

Tract D as described in K-Bar Parcel L, Phase 1 according to the map or plat thereof recorded in Plat Book 129, Pages 229-243 of the Public Records of Hillsborough County, Florida.

Tract K as described in K-Bar Ranch Parcel C according to the map or plat thereof recorded in Plat Book 130, Pages 163-178 of the Public Records of Hillsborough County, Florida.

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **M/I Homes of Tampa, LLC**, a Florida limited liability company, whose address for purposes hereof is 4343 Anchor Plaza Parkway, Suite 200, Tampa, FL 33634 (“Seller”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **K-Bar Ranch II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“District”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, this \_\_\_\_ day of \_\_\_\_\_, 2023 the following described property, assets and rights, to-wit:

The well and any improvements associated with the wells, located on Tract C as described in K-Bar Ranch Parcel A, according to the map or plat thereof recorded in Plat Book 133, Pages 74-90 of the Public Records of Hillsborough County, Florida; Tract D as described in K-Bar Parcel L, Phase 1 according to the map or plat thereof recorded in Plat Book 129, Pages 229-243 of the Public Records of Hillsborough County, Florida; and Tract K as described in K-Bar Ranch Parcel C according to the map or plat thereof recorded in Plat Book 130, Pages 163-178 of the Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that they are the lawful owners of the above-described personal property and assets and that Seller has good right to sell said personal property and assets and such items are free and clear of all monetary liens and encumbrances.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed in its name.

Witnesses:

M/I Homes of Tampa, LLC,  
a Florida limited liability company,

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type Name)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
(Print or Type Name)

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of M/I Homes of Tampa, LLC, on behalf of the Florida limited liability company. He/she is personally known to me or ☐ has produced (type of identification) as identification or ☐ has produced (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary

Name: \_\_\_\_\_  
(Print/Type Name)

Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

**[AFFIX NOTARY SEAL OR STAMP]**

## **Tab 15**

Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K-Bar Pkwy Seg F1 & F2, Mistflower Ln Seg 5** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **5/19/2020** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section



1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the

use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation

plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the

environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_ (name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature)    By: \_\_\_\_\_ (Signature)  
Name: \_\_\_\_\_ (Print)        Name: \_\_\_\_\_ (Print)



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

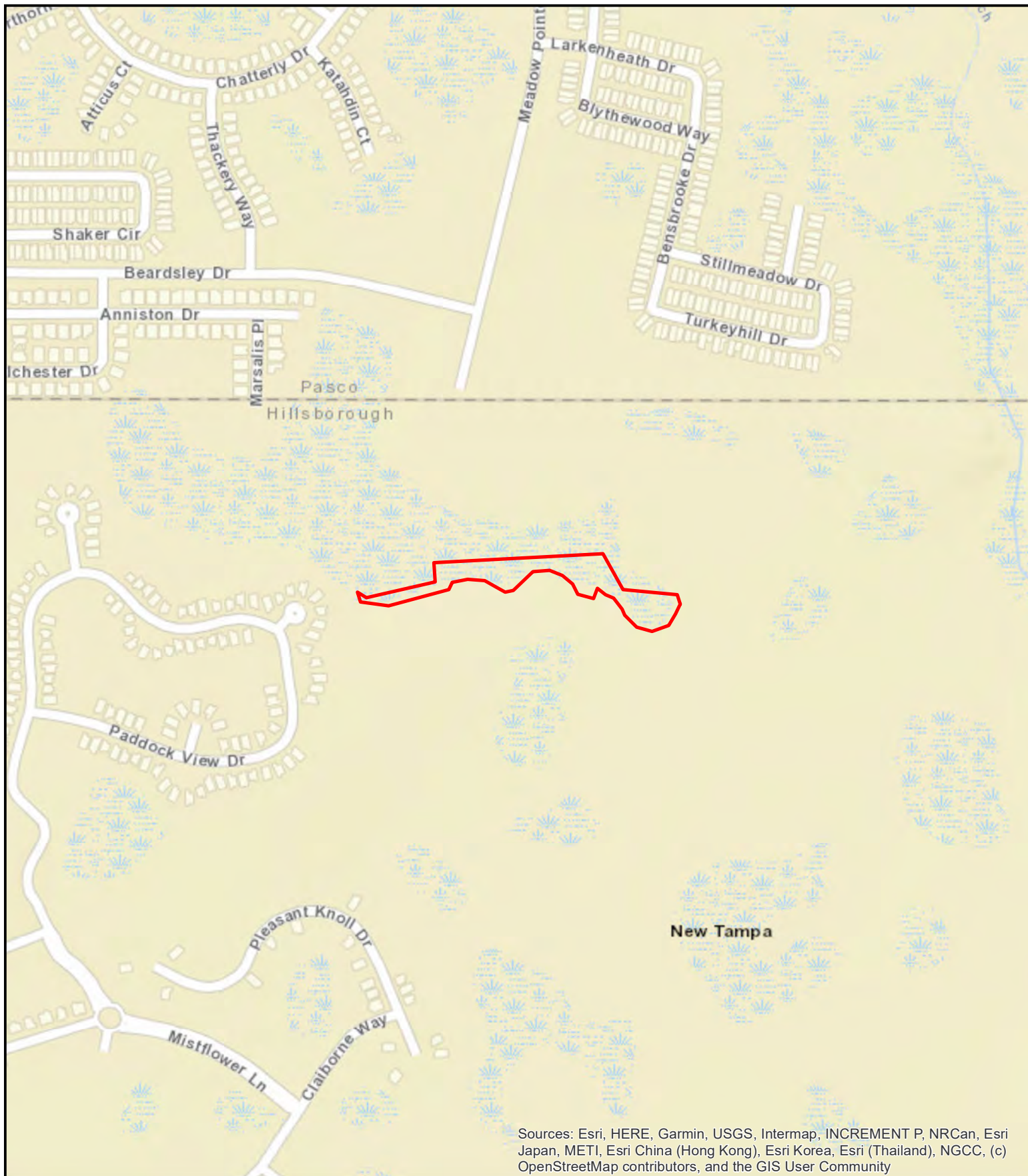
\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)


Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**

[LOCATION MAP]



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 5/12/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
<p align="center"> <b>K-Bar</b>  AK  Section 2, Township 27 South, Range 20 East  Hillsborough County, Florida </p>		
<div>  <div> <b>Horner Environmental Professionals</b>  28536 Walker Drive  Wesley Chapel, FL 33544  (813) 907-9500  <a href="http://hornerenvironmental.com">hornerenvironmental.com</a> </div> </div>		

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



# DESCRIPTION SKETCH

## (Not A Survey)

K-BAR RANCH PARCEL D  
WETLAND MITIGATION AREA AK

DESCRIPTION: A portion of TRACT B (Wetland Conservation Area) as shown on the plat of K-BAR RANCH PARCEL D, recorded in Plat Book 140, Pages 268 through 275, inclusive, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

BEGINNING at the Northwesterly corner of said K-BAR RANCH PARCEL D, run thence along the Northerly boundary thereof, the following six (6) courses: 1) S.53°40'01"E., a distance of 53.73 feet; 2) N.77°40'03"E., a distance of 329.98 feet; 3) N.03°31'56"W., a distance of 89.57 feet; 4) N.87°25'45"E., a distance of 793.89 feet; 5) S.29°32'34"E., a distance of 196.07 feet; 6) S.83°38'06"E., a distance of 250.16 feet; thence S.20°37'07"E., a distance of 49.19 feet; thence S.31°43'06"W., a distance of 116.04 feet; thence S.66°50'13"W., a distance of 68.88 feet; thence N.80°16'00"W., a distance of 54.14 feet; thence N.64°53'34"W., a distance of 40.67 feet; thence N.44°28'38"W., a distance of 62.91 feet; thence N.28°32'55"W., a distance of 51.19 feet; thence N.34°31'53"W., a distance of 54.98 feet; thence N.61°07'33"W., a distance of 54.49 feet; thence N.52°25'25"W., a distance of 38.62 feet; thence S.17°52'33"W., a distance of 52.88 feet; thence N.74°06'49"W., a distance of 75.90 feet; thence N.28°27'09"W., a distance of 55.91 feet; thence N.54°10'20"W., a distance of 67.67 feet; thence N.64°39'19"W., a distance of 54.00 feet; thence S.86°56'43"W., a distance of 77.14 feet; thence S.49°15'02"W., a distance of 132.94 feet; thence S.72°58'08"W., a distance of 26.32 feet; thence N.70°17'56"W., a distance of 39.59 feet; thence N.56°54'15"W., a distance of 74.92 feet; thence N.85°36'49"W., a distance of 85.17 feet; thence S.79°18'15"W., a distance of 72.06 feet; thence S.39°04'47"W., a distance of 41.55 feet; thence S.74°27'27"W., a distance of 91.95 feet; thence S.72°56'12"W., a distance of 105.00 feet; thence S.80°01'22"W., a distance of 96.48 feet; thence N.82°01'30"W., a distance of 109.21 feet; thence N.73°34'20"W., a distance of 18.84 feet, to a point on the Westerly boundary of said K-BAR RANCH PARCEL D; thence along said Westerly boundary, N.10°17'15"W., a distance of 48.67 feet, to the POINT OF BEGINNING.

Containing 3.763 acres, more or less.

### LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 53°40'01" E	53.73'
L2	S 20°37'07" E	49.19'
L3	S 31°43'06" W	116.04'
L4	S 66°50'13" W	68.88'
L5	N 80°16'00" W	54.14'
L6	N 64°53'34" W	40.67'
L7	N 44°28'38" W	62.91'
L8	N 28°32'55" W	51.19'
L9	N 34°31'53" W	54.98'
L10	N 61°07'33" W	54.49'

### LINE DATA TABLE

NO.	BEARING	LENGTH
L11	N 52°25'25" W	38.62'
L12	S 17°52'33" W	52.88'
L13	N 74°06'49" W	75.90'
L14	N 28°27'09" W	55.91'
L15	N 54°10'20" W	67.67'
L16	N 64°39'19" W	54.00'
L17	S 86°56'43" W	77.14'
L18	S 49°15'02" W	132.94'
L19	S 72°58'08" W	26.32'
L20	N 70°17'56" W	39.59'

### LINE DATA TABLE

NO.	BEARING	LENGTH
L21	N 56°54'15" W	74.92'
L22	N 85°36'49" W	85.17'
L23	S 79°18'15" W	72.06'
L24	S 39°04'47" W	41.55'
L25	S 74°27'27" W	91.95'
L26	S 72°56'12" W	105.00'
L27	S 80°01'22" W	96.48'
L28	N 82°01'30" W	109.21'
L29	N 73°34'20" W	18.84'
L30	N 10°17'15" W	48.67'

#### NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area AK

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

#### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

  
Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

  
**GeoPoint**  
Surveying, Inc.

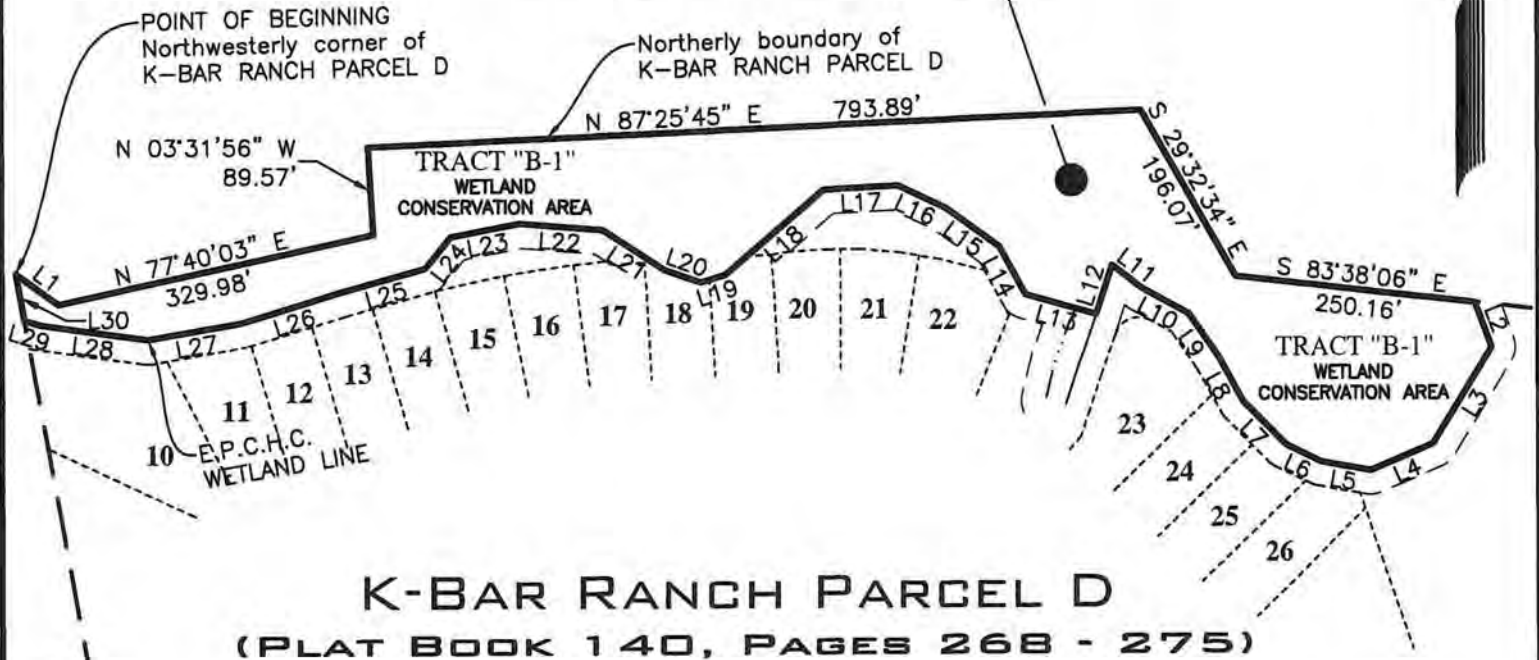


# DESCRIPTION SKETCH (Not A Survey)

Scale: 1" = 200'

## WETLAND MITIGATION AREA AK

Area = 3.763 Acres±



NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND LINE DATA TABLE.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area AK

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K-Bar Ranch Parcel I** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **10/27/2020** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section

1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the



use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation

plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the

environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_ (name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
Type of Identification Produced: \_\_\_\_\_

### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

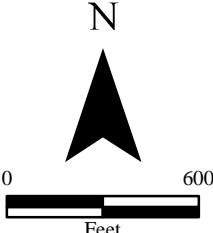



**EXHIBIT A**

[LOCATION MAP]



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 3/31/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
File		
<div><div><b>K-Bar</b> J2 Section 2, Township 27 South, Range 20 East Hillsborough County, Florida</div><div><b>Horner Environmental Professionals</b> 28536 Walker Drive Wesley Chapel, FL 33544 (813) 907-9500 hornerenvironmental.com</div></div>		

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]



# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL K PHASE 1  
WETLAND MITIGATION AREA J-2 PART I

DESCRIPTION: A portion of TRACT B (Open Space and Drainage Area) as shown on the plat of K-BAR RANCH PARCEL J, recorded in Plat Book 137, Pages 9 through 20, inclusive, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeasterly corner of Lot 38, of said K-BAR RANCH PARCEL J, run thence N.82°52'28"E., a distance of 11.49 feet, to the POINT OF BEGINNING; thence N.19°21'32"W., a distance of 17.02 feet; thence N.78°52'15"W., a distance of 26.98 feet; thence N.75°26'23"W., a distance of 34.53 feet; thence N.74°03'17"W., a distance of 44.24 feet; thence N.70°59'11"W., a distance of 67.94 feet; thence N.66°02'15"W., a distance of 12.82 feet; thence N.13°23'33"W., a distance of 9.37 feet; thence S.78°27'27"E., a distance of 62.90 feet; thence S.79°50'17"E., a distance of 46.74 feet; thence S.88°30'09"E., a distance of 66.43 feet; thence N.86°40'56"E., a distance of 30.00 feet; thence N.60°29'57"E., a distance of 37.90 feet; thence N.55°27'55"E., a distance of 49.00 feet; thence N.47°48'23"E., a distance of 62.68 feet; thence N.65°46'20"E., a distance of 9.52 feet; thence S.56°18'36"E., a distance of 10.95 feet; thence S.04°59'22"W., a distance of 54.90 feet; thence S.07°47'01"W., a distance of 60.89 feet; thence S.07°45'55"W., a distance of 38.55 feet; thence S.36°58'39"W., a distance of 46.18 feet; thence S.64°35'32"W., a distance of 19.22 feet; thence N.66°10'33"W., a distance of 36.53 feet; thence S.85°01'49"W., a distance of 20.04 feet; thence S.67°19'10"W., a distance of 31.52 feet; thence N.84°57'27"W., a distance of 14.81 feet; thence N.40°21'52"W., a distance of 11.39 feet; thence N.19°30'57"E., a distance of 36.38 feet; thence N.02°43'35"E., a distance of 9.12 feet, to the POINT OF BEGINNING.

Containing 24,885 square feet, more or less.

K-BAR RANCH PARCEL K PHASE 1  
WETLAND MITIGATION AREA J-2 PART II

DESCRIPTION: A portion of TRACT B (Open Space and Drainage Area) as shown on the plat of K-BAR RANCH PARCEL J, recorded in Plat Book 137, Pages 9 through 20, inclusive, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Westerlymost corner of Lot 49, of said K-BAR RANCH PARCEL J, run thence N.60°13'44"W., a distance of 5.43 feet, to the POINT OF BEGINNING; thence S.29°29'29"W., a distance of 21.18 feet; thence S.58°34'14"W., a distance of 9.16 feet; thence N.69°08'44"W., a distance of 9.75 feet; thence N.21°10'33"W., a distance of 51.67 feet; thence N.36°20'22"W., a distance of 46.88 feet; thence N.15°56'43"E., a distance of 6.32 feet; thence N.60°15'18"E., a distance of 7.00 feet; thence N.68°11'55"E., a distance of 23.37 feet; thence N.84°50'40"E., a distance of 57.96 feet; thence N.88°40'04"E., a distance of 56.00 feet; thence S.49°45'49"E., a distance of 7.39 feet; thence S.22°37'12"W., a distance of 5.64 feet; thence S.48°58'46"W., a distance of 70.76 feet; thence S.29°29'29"W., a distance of 39.65 feet; to the POINT OF BEGINNING.

Containing 8,345 square feet, more or less.

#### NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.
- 3) SEE SHEET 3 FOR CURVE AND LINE DATA TABLES.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

#### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506  
STATE OF  
FLORIDA  
Jack M. Greene  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 60'



**TRACT "B"**  
WETLAND  
CONSERVATION AREA  
(CDD)

**WETLAND MITIGATION  
AREA J-2 Part II**  
Area = 8,345 S.F.±

E.P.C.H.C.  
WETLAND LINE

**K-BAR RANCH  
PARCEL J  
(PLAT BOOK 137,  
PAGES 9 - 20)**

**WETLAND MITIGATION  
AREA J-2 Part I**  
Area = 24,885 S.F.±

P.O.C.  
Northeasterly  
corner  
of Lot 38

**TRACT "B"**

OPEN SPACE & DRAINAGE  
AREA (CDD)

NOTE:

SEE SHEET 1 FOR LEGAL DESCRIPTION AND SEE  
SHEET 3 FOR CURVE AND LINE DATA TABLES.

LEGEND:  
P.O.B. = Point of Beginning  
P.O.C. = Point of Commencement

PROJECT: K-BAR RANCH - MITIGATION AREAS

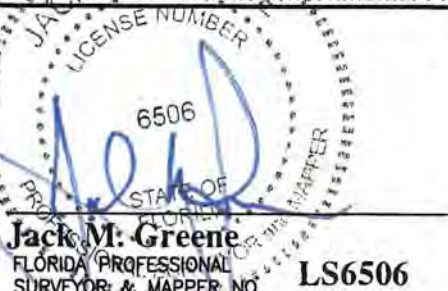
PHASE: Mitigation Area J-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.



213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

## LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 82°52'28" E	11.49'
L2	N 19°21'32" W	17.02'
L3	N 78°52'15" W	26.98'
L4	N 75°26'23" W	34.53'
L5	N 74°03'17" W	44.24'
L6	N 70°59'11" W	67.94'
L7	N 66°02'15" W	12.82'
L8	N 13°23'33" W	9.37'
L9	S 78°27'27" E	62.90'
L10	S 79°50'17" E	46.74'
L11	S 88°30'09" E	66.43'
L12	N 86°40'56" E	30.00'
L13	N 60°29'57" E	37.90'
L14	N 55°27'55" E	49.00'
L15	N 47°48'23" E	62.68'
L16	N 65°46'20" E	9.52'
L17	S 56°18'36" E	10.95'
L18	S 04°59'22" W	54.90'
L19	S 07°47'01" W	60.89'
L20	S 07°45'55" W	38.55'

## LINE DATA TABLE

NO.	BEARING	LENGTH
L21	S 36°58'39" W	46.18'
L22	S 64°35'32" W	19.22'
L23	N 66°10'33" W	36.53'
L24	S 85°01'49" W	20.04'
L25	S 67°19'10" W	31.52'
L26	N 84°57'27" W	14.81'
L27	N 40°21'52" W	11.39'
L28	N 19°30'57" E	36.38'
L29	N 02°43'35" E	9.12'
L30	N 60°13'44" W	5.43'
L31	S 29°29'29" W	21.18'
L32	S 58°34'14" W	9.16'
L33	N 69°08'44" W	9.75'
L34	N 21°10'33" W	51.67'
L35	N 36°20'22" W	46.88'
L36	N 15°56'43" E	6.32'
L37	N 60°15'18" E	7.00'
L38	N 68°11'55" E	23.37'
L39	N 84°50'40" E	57.96'
L40	N 88°40'04" E	56.00'

## LINE DATA TABLE

NO.	BEARING	LENGTH
L41	S 49°45'49" E	7.39'
L42	S 22°37'12" W	5.64'
L43	S 48°58'46" W	70.76'
L44	S 29°29'29" W	39.65'

**NOTE:**

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION; SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.



213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768



**GeoPoint**  
Surveying, Inc.



Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K-Bar Ranch Parcel D** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **4/14/20** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section

1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the



use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation

plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the

environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_  
\_\_\_\_\_  
(name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_



**EXHIBIT A**

[LOCATION MAP]



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 5/12/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
	File	

**K-Bar**  
AJ  
Section 2, Township 27 South, Range 20 East  
Hillsborough County, Florida

**Horner Environmental Professionals**  
28536 Walker Drive  
Wesley Chapel, FL 33544  
(813) 907-9500  
hornerenvironmental.com

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL D  
WETLAND MITIGATION AREA AJ

DESCRIPTION: ALL of TRACT B (Wetland Conservation Area) as shown on the plat of K-BAR RANCH PARCEL D, recorded in Plat Book 140, Pages 268 through 275, inclusive, of the Public Records of Hillsborough County, Florida, lying South of EAGLE CREEK LANE, as shown on said plat of K-BAR RANCH PARCEL D.

Containing 4.154 acres, more or less.

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 06°13'37" E	31.91'
L2	N 57°16'39" E	87.75'
L3	N 86°06'51" E	63.48'
L4	S 71°15'58" E	99.54'
L5	S 70°22'40" E	59.98'
L6	S 23°15'46" W	16.98'
L7	S 21°48'21" E	56.34'
L8	S 33°42'47" W	114.24'
L9	S 05°40'27" W	94.18'
L10	S 44°17'34" E	78.03'
L11	S 14°57'30" W	42.04'
L12	S 40°16'47" W	61.72'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L13	S 14°18'23" W	85.28'
L14	S 35°43'44" W	100.44'
L15	S 59°06'53" W	70.63'
L16	S 86°44'19" W	58.64'
L17	N 72°46'41" W	58.48'
L18	N 29°18'50" W	97.25'
L19	N 13°26'26" W	82.22'
L20	N 09°28'41" E	62.83'
L21	N 26°17'36" W	87.96'
L22	N 62°20'20" E	75.50'
L23	N 63°41'11" E	29.76'
L24	N 05°00'12" E	96.75'
L25	N 06°13'37" E	105.71'

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area AJ

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.



213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

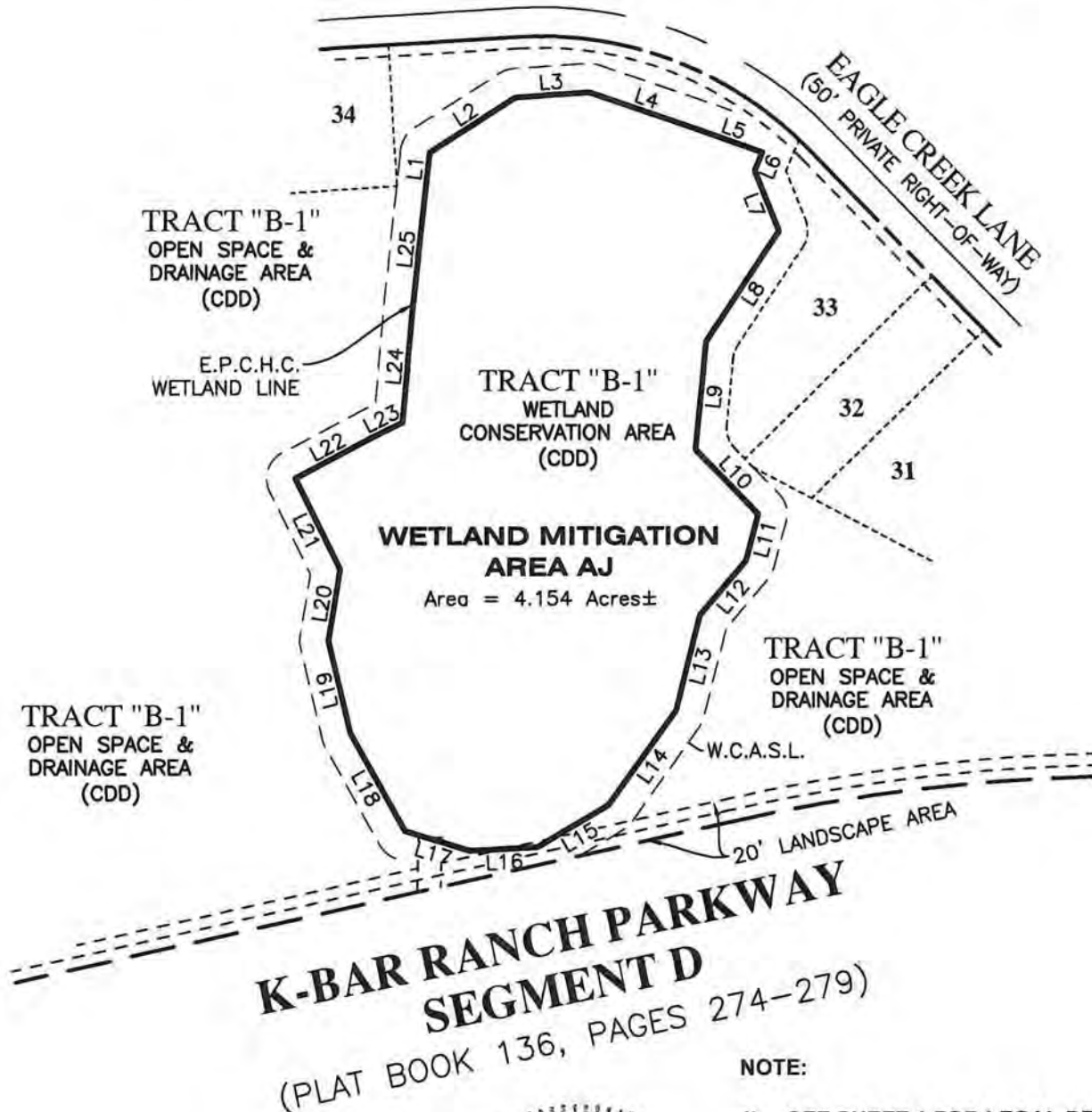


# DESCRIPTION SKETCH

(Not A Survey)

## K-BAR RANCH PARCEL D (PLAT BOOK 140, PAGES 268 - 275)

Scale: 1" = 150'



**NOTE:**

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND LINE DATA TABLE.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area AJ

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

STATE OF FLORIDA

**Jack M. Greene**  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K-Bar Ranch Parcel L** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **4/14/2020** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section

1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the

use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation



plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the

environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_  
\_\_\_\_\_  
(name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
Type of Identification Produced: \_\_\_\_\_

### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**

[LOCATION MAP]





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 5/12/2023	Drawn by: CM	
	Source: ESRI		
	Prepared for:  File		
<div><b>K-Bar</b> LM-1, LM-2, and LM-3 Location Map Section 2, Township 27 South, Range 20 East Hillsborough County, Florida</div>			<div><b>Horner Environmental Professionals</b> 28536 Walker Drive Wesley Chapel, FL 33544 (813) 907-9500 hornerenvironmental.com</div>

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL M  
WETLAND MITIGATION AREA LM-1

DESCRIPTION: ALL of TRACT D (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL M, recorded in Plat Book 132, Pages 107 through 119, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 11,139 square feet, more or less.

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C8	18.95'	56°50'23"	18.80'	18.04'	S 68°40'30" E
C9	20.00'	82°18'28"	28.73'	26.32'	S 01°30'43" E
C10	20.00'	60°31'45"	21.13'	20.16'	S 58°33'38" W
C11	10.00'	90°32'05"	15.80'	14.21'	N 45°54'27" W
C12	20.00'	88°52'54"	31.03'	28.01'	N 39°04'59" E

NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

STATE OF  
FLORIDA  
PROFESSIONAL  
SURVEYOR and MAPPER

Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO.

LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

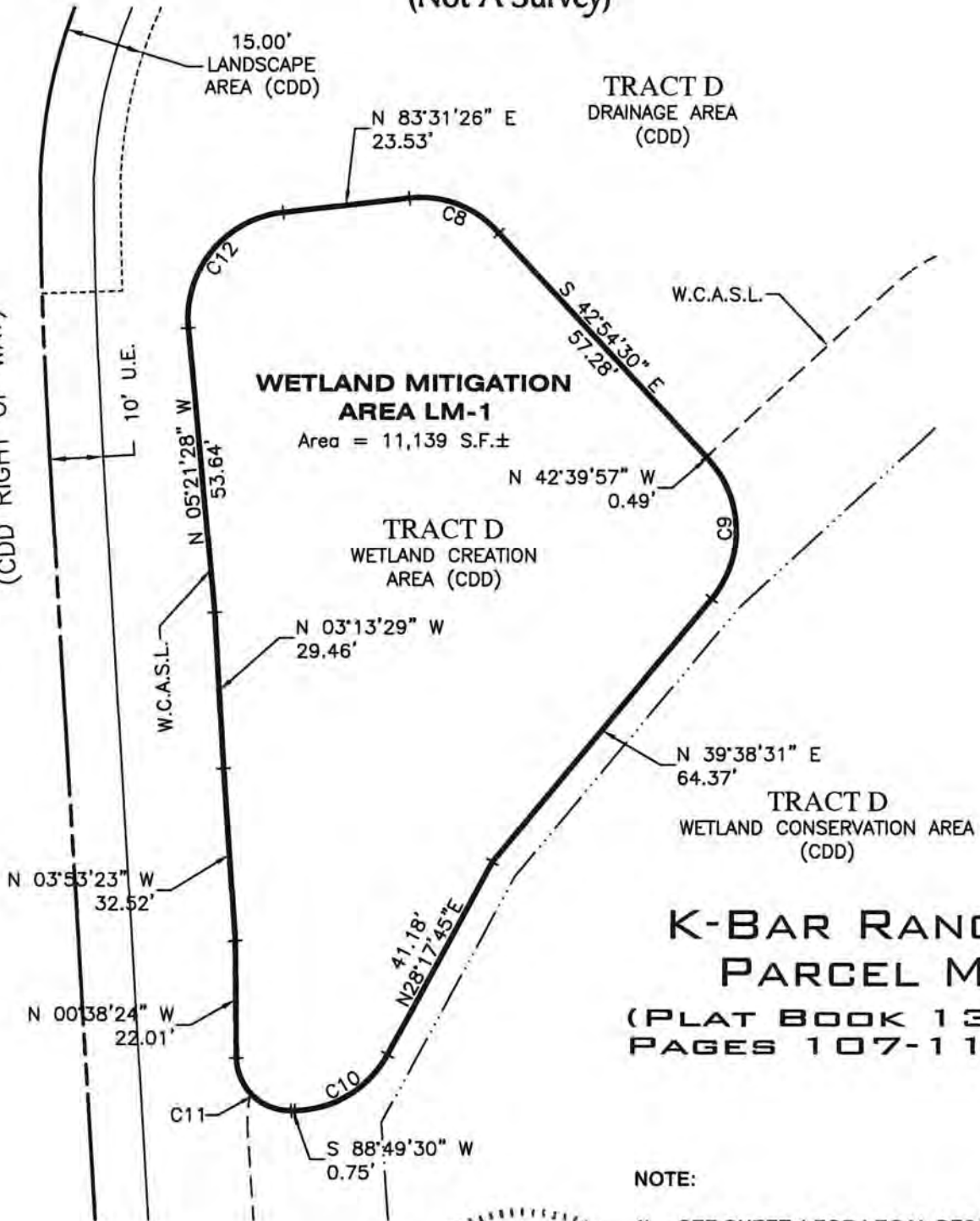


# DESCRIPTION SKETCH (Not A Survey)

Scale: 1" = 30'



MOSSY PINE DRIVE  
(CDD RIGHT OF WAY)



NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND CURVE DATA TABLE.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506  
Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

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Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL L  
WETLAND MITIGATION AREA LM-2

DESCRIPTION: ALL of TRACT B (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL L PHASE I, recorded in Plat Book 129, Pages 229 through 243, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 19,633 square feet, more or less.

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

JACK M. GREENE  
LICENSE NUMBER

6506

Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO.

LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

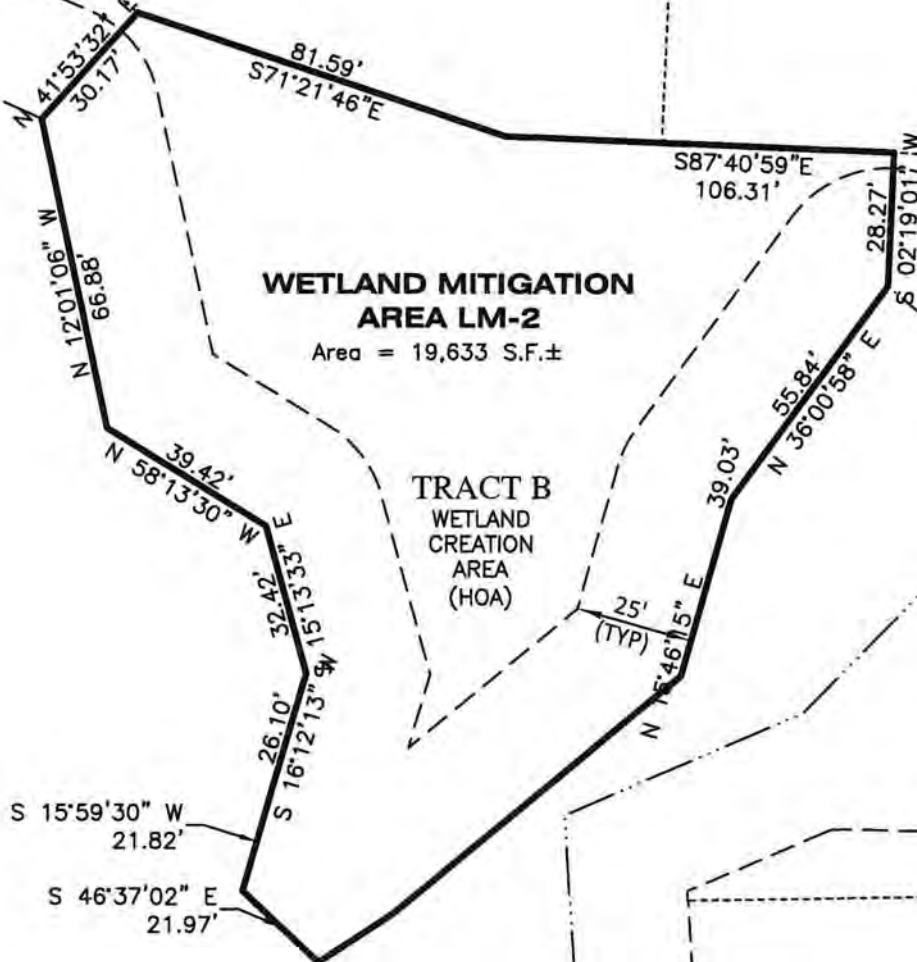
Scale: 1" = 30'



Lot 10

Lot 11

**K-BAR RANCH PARCEL L PHASE I**  
(PLAT BOOK 129, PAGES 229 - 243)



NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

**Jack M. Greene**  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. **LS6506**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

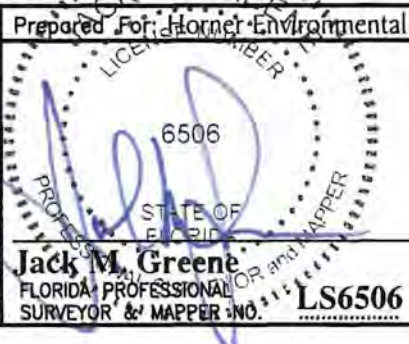

K-BAR RANCH PARCEL L PHASE I  
WETLAND MITIGATION AREA LM-3

DESCRIPTION: ALL of TRACT B (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL L PHASE 1, recorded in Plat Book 129, Pages 229 through 243, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 10,739 square feet, more or less.

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS			Prepared For: Horner Environmental Professionals, Inc.		
PHASE: Mitigation Area LM-3					
DRAWN: JMG   DATE: 04/22/23   CHECKED BY: MC					
<b>REVISIONS</b>					
DATE	DESCRIPTION	DRAWN BY			
			 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Licensed Business No.: LB 7768 <b>GeoPoint</b> Surveying, Inc.		
			01 of 02		

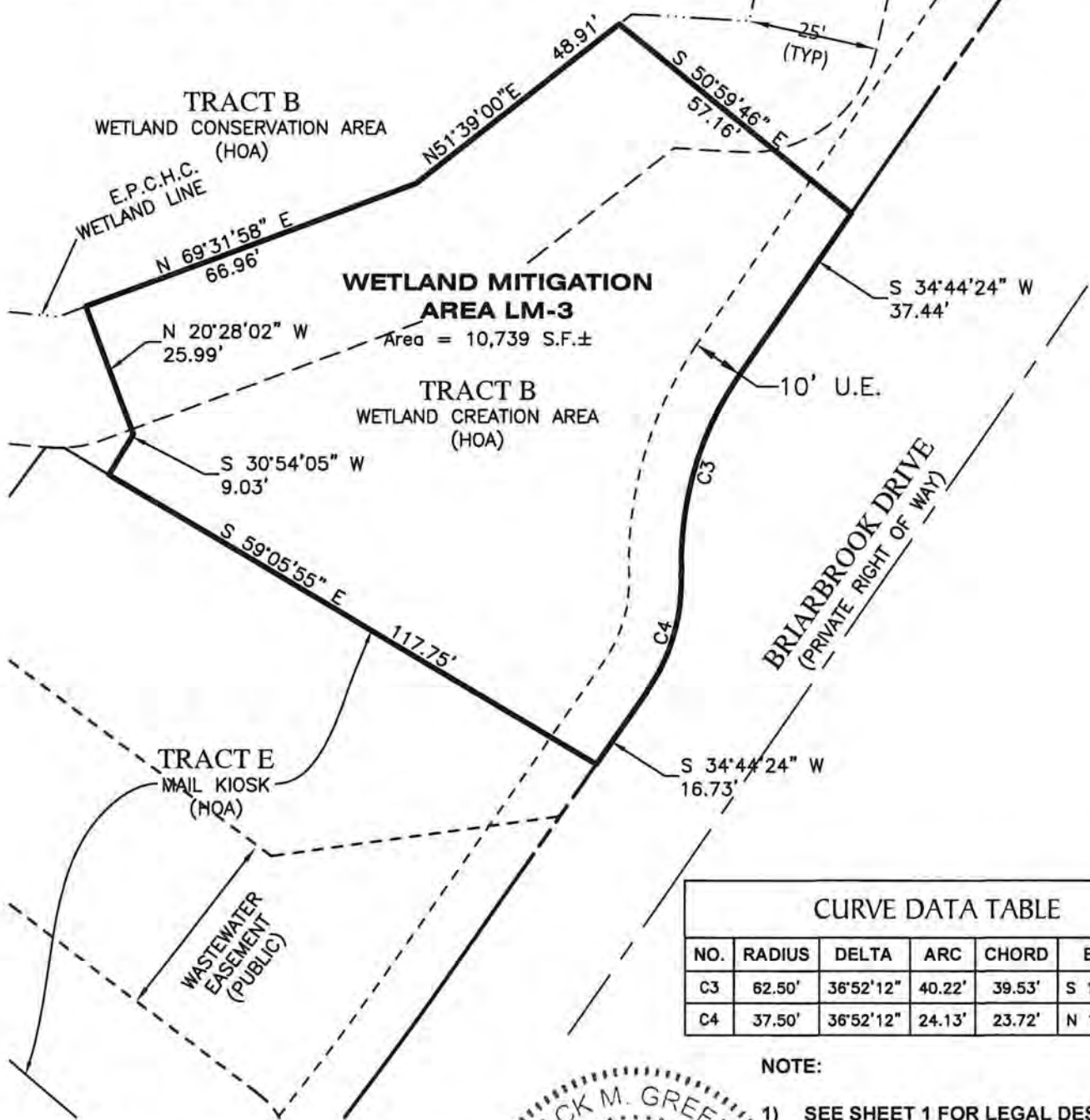


# DESCRIPTION SKETCH

(Not A Survey)

## K-BAR RANCH PARCEL L PHASE 1 (PLAT BOOK 129, PAGES 229 - 243)

Scale: 1" = 30'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C3	62.50'	36°52'12"	40.22'	39.53'	S 16°18'18" W
C4	37.50'	36°52'12"	24.13'	23.72'	N 16°18'18" E

NOTE:

1) SEE SHEET 1 FOR LEGAL DESCRIPTION.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-3

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

STATE OF FLORIDA

PROFESSIONAL SURVEYOR & MAPPER

Jack M. Greene

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K-Bar Ranch Parcel I** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **10/27/2020** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section

1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the

use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation

plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the

environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_ (name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
Type of Identification Produced: \_\_\_\_\_



### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

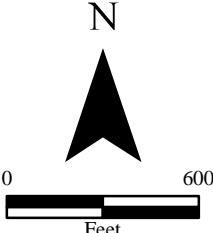

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**

[LOCATION MAP]



	Date: 3/31/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
	File	
<div><div><b>K-Bar</b> J1 Section 2, Township 27 South, Range 20 East Hillsborough County, Florida</div><div><b>Horner Environmental Professionals</b> 28536 Walker Drive Wesley Chapel, FL 33544 (813) 907-9500 hornerenvironmental.com</div></div>		

**EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 100'

**K-BAR RANCH  
PARCEL J  
(PLAT BOOK 137,  
PAGES 9 - 20)**

TRACT "B"  
OPEN SPACE &  
DRAINAGE AREA  
(CDD)

TRACT "B"  
WETLAND  
CONSERVATION AREA  
(CDD)

**WETLAND MITIGATION  
AREA J-3**  
(See Sheet No. 5 for Detail)

**WETLAND MITIGATION  
AREA J-1**  
(See Sheet No. 3 for Detail)

**WETLAND MITIGATION  
AREA J-4**  
(See Sheet No. 7 for Detail)

NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND CURVE DATA AND LINE DATA TABLES.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

**Jack M. Greene**  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. **LS6506**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH  
WETLAND MITIGATION AREA J-1

DESCRIPTION: A parcel of land lying in Section 3, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeasterly corner of K-BAR RANCH PARCEL J, according to the plat thereof, as recorded in Plat Book 137, Pages 9 through 20, inclusive, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said K-BAR RANCH PARCEL J, S.52°54'58"W., a distance of 90.55 feet; thence S.37°05'02"E., a distance of 54.08 feet, to the POINT OF BEGINNING; thence N.67°26'57"E., a distance of 40.63 feet; thence Easterly, 81.26 feet along the arc of a non-tangent curve to the right having a radius of 77.42 feet and a central angle of 60°08'29" (chord bearing S.88°15'45"E., 77.58 feet); thence S.65°51'52"E., a distance of 122.19 feet; thence Southeasterly, 57.10 feet along the arc of a non-tangent curve to the right having a radius of 31.42 feet and a central angle of 104°07'21" (chord bearing S.22°08'22"E., 49.56 feet); thence S.22°48'21"W., a distance of 126.79 feet; thence Westerly, 53.61 feet along the arc of a non-tangent curve to the right having a radius of 18.16 feet and a central angle of 169°09'22" (chord bearing N.74°22'41"W., 36.15 feet); thence Northerly, 71.07 feet along the arc of a reverse curve to the left having a radius of 323.59 feet and a central angle of 12°35'04" (chord bearing N.03°54'28"E., 70.93 feet); thence Northwesterly, 23.95 feet along the arc of a compound curve to the left having a radius of 11.79 feet and a central angle of 116°21'30" (chord bearing N.60°33'49"W., 20.04 feet); thence Southwesterly, 95.70 feet along the arc of a non-tangent curve to the left having a radius of 543.68 feet and a central angle of 10°05'08" (chord bearing S.50°49'09"W., 95.58 feet); thence Northwesterly, 79.33 feet along the arc of a non-tangent curve to the right having a radius of 32.93 feet and a central angle of 138°00'52" (chord bearing N.61°51'23"W., 61.50 feet); thence Northerly, 37.01 feet along the arc of a non-tangent curve to the left having a radius of 51.57 feet and a central angle of 41°07'14" (chord bearing N.13°19'47"W., 36.22 feet); thence Northwesterly, 70.50 feet along the arc of a non-tangent curve to the right having a radius of 277.89 feet and a central angle of 14°32'06" (chord bearing N.23°54'50"W., 70.31 feet); thence Northerly, 49.56 feet along the arc of a non-tangent curve to the right having a radius of 30.31 feet and a central angle of 93°41'12" (chord bearing N.21°54'35"E., 44.22 feet); to the POINT OF BEGINNING.

Containing 38,882 square feet, more or less.

## LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 67°26'57" E	40.63'
L2	S 65°51'52" E	122.19'
L3	S 22°48'21" W	126.79'

## CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	77.42'	60°08'29"	81.26'	77.58'	S 88°15'45" E
C2	31.42'	104°07'21"	57.10'	49.56'	S 22°08'22" E
C3	18.16'	169°09'22"	53.61'	36.15'	N 74°22'41" W
C4	323.59'	12°35'04"	71.07'	70.93'	N 03°54'28" E
C5	11.79'	116°21'30"	23.95'	20.04'	N 60°33'49" W
C6	543.68'	10°05'08"	95.70'	95.58'	S 50°49'09" W
C7	32.93'	138°00'52"	79.33'	61.50'	N 61°51'23" W
C8	51.57'	41°07'14"	37.01'	36.22'	N 13°19'47" W
C9	277.89'	14°32'06"	70.50'	70.31'	N 23°54'50" W
C10	30.31'	93°41'12"	49.56'	44.22'	N 21°54'35" E

### NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

JACK M. GREENE  
LICENSE NUMBER  
6506  
STATE OF  
FLORIDA  
Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

**K-BAR RANCH  
PARCEL J  
(PLAT BOOK 137,  
PAGES 9 - 20)**

TRACT "B"  
OPEN SPACE &  
DRAINAGE AREA  
(CDD)

TRACT "B"  
WETLAND  
CONSERVATION AREA  
(CDD)

Easterly boundary of  
K-BAR RANCH PARCEL J

**WETLAND MITIGATION  
AREA J-1**

Area = 38,822 S.F.±

POINT OF COMMENCEMENT  
Northeasterly corner of K-BAR  
RANCH PARCEL J

PARKWAY

MISTFLOWER LANE

Scale: 1" = 100'



NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND CURVE DATA AND LINE DATA TABLES.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

STATE OF FLORIDA

PROFESSIONAL SURVEYOR & MAPPER

Jack M. Greene

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH  
WETLAND MITIGATION AREA J-3

DESCRIPTION: A parcel of land lying in Section 3, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeasterly corner of K-BAR RANCH PARCEL J, according to the plat thereof, as recorded in Plat Book 137, Pages 9 through 20, inclusive, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said K-BAR RANCH PARCEL J, S.52°54'58"W., 224.50 feet; thence S.37°05'02" E, a distance of 211.40 feet, to the POINT OF BEGINNING; thence Easterly, 89.22 feet along the arc of a non-tangent curve to the right having a radius of 28.29 feet and a central angle of 180°41'16" (chord bearing S.74°23'55"E., 56.58 feet); thence S.15°56'43"W., a distance of 58.24 feet; thence Southerly, 22.71 feet along the arc of a non-tangent curve to the left having a radius of 48.49 feet and a central angle of 26°49'57" (chord bearing S.00°00'00"E., 22.50 feet); thence S.13°24'58"E., a distance of 56.03 feet; thence Southwesterly, 50.83 feet along the arc of a non-tangent curve to the right having a radius of 20.69 feet and a central angle of 140°46'42" (chord bearing S.57°54'09"W., 38.97 feet); thence N.51°42'30"W., a distance of 56.81 feet; thence N.44°48'43"W., a distance of 23.97 feet; thence Westerly, 56.77 feet along the arc of a non-tangent curve to the left having a radius of 43.26 feet and a central angle of 75°11'41" (chord bearing N.84°01'10"W., 52.79 feet); thence S.52°10'56"W., a distance of 34.28 feet; thence S.58°35'57"W., a distance of 29.78 feet; thence Westerly, 57.46 feet along the arc of a non-tangent curve to the right having a radius of 33.08 feet and a central angle of 99°31'41" (chord bearing N.90°00'00"W., 50.50 feet); thence Northeasterly, 177.16 feet along the arc of a non-tangent curve to the right having a radius of 60.96 feet and a central angle of 166°30'14" (chord bearing N.30°22'07"E., 121.08 feet); thence S.82°32'33"E., a distance of 57.27 feet; thence Easterly, 33.12 feet along the arc of a non-tangent curve to the left having a radius of 35.32 feet and a central angle of 53°43'34" (chord bearing N.75°55'51"E., 31.92 feet); thence N.49°04'04"E., a distance of 65.57 feet, to the POINT OF BEGINNING.

Containing 28,682 square feet, more or less.

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 15°56'43" W	58.24'
L2	S 13°24'58" E	56.03'
L3	N 51°42'30" W	56.81'
L4	N 44°48'43" W	23.97'
L5	S 52°10'56" W	34.28'
L6	S 58°35'57" W	29.78'
L7	S 82°32'33" E	57.27'
L8	N 49°04'04" E	65.57'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	28.29'	180°41'16"	89.22'	56.58'	S 74°23'55" E
C2	48.49'	26°49'57"	22.71'	22.50'	S 00°00'00" E
C3	20.69'	140°46'42"	50.83'	38.97'	S 57°54'09" W
C4	43.26'	75°11'41"	56.77'	52.79'	N 84°01'10" W
C5	33.08'	99°31'41"	57.46'	50.50'	N 90°00'00" W
C6	60.96'	166°30'14"	177.16'	121.08'	N 30°22'07" E
C7	35.32'	53°43'34"	33.12'	31.92'	N 75°55'51" E

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

**Jack M. Greene**  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER 6506  
DATE OF EXPIRATION 12/31/24

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 100'

**K-BAR RANCH  
PARCEL J  
(PLAT BOOK 137,  
PAGES 9 - 20)**

TRACT "B"  
OPEN SPACE &  
DRAINAGE AREA  
(CDD)

TRACT "B"  
WETLAND  
CONSERVATION AREA  
(CDD)

Easterly boundary of  
K-BAR RANCH PARCEL J

K-BAR RANCH  
PARKWAY

POINT OF COMMENCEMENT  
Northeasterly corner of K-BAR  
RANCH PARCEL J

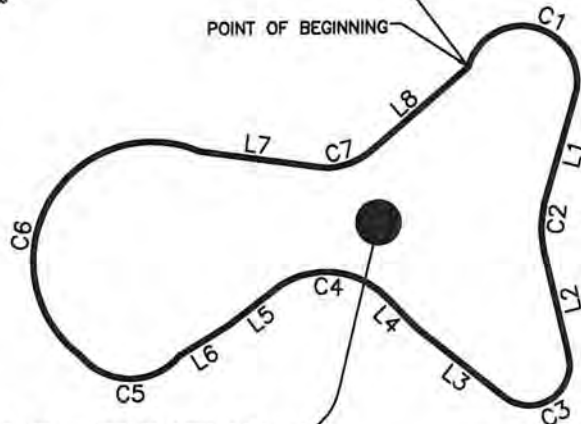
224.50'  
S52°54'58"W

211.40'  
S37°05'02"E

POINT OF BEGINNING

UNPLATTED

UNPLATTED



**WETLAND MITIGATION  
AREA J-3**

Area = 28,682 S.F.±

MISTFLOWER LANE

UNPLATTED

NOTE:

SEE SHEET 1 FOR LEGAL DESCRIPTION AND  
CURVE DATA AND LINE DATA TABLES.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506  
STATE OF FLORIDA  
PROFESSOR  
Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH  
WETLAND MITIGATION AREA J-4

DESCRIPTION: A parcel of land lying in Section 3, Township 27 South, Range 20 East, Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northeasterly corner of K-BAR RANCH PARCEL J, according to the plat thereof, as recorded in Plat Book 137, Pages 9 through 20, inclusive, of the Public Records of Hillsborough County, Florida, run thence along the Easterly boundary of said K-BAR RANCH PARCEL J, S.52°54'58"W., a distance of 274.65 feet; thence S.37°05'02"E., a distance of 393.08 feet, to the POINT OF BEGINNING; thence N.75°20'04"E., a distance of 30.29 feet; thence Southeasterly, 31.35 feet along the arc of a tangent curve to the right having a radius of 17.04 feet and a central angle of 105°22'40" (chord bearing S.51°58'36"E., 27.11 feet); thence S.11°54'08"W., a distance of 48.66 feet; thence Westerly, 40.25 feet along the arc of a tangent curve to the right having a radius of 16.97 feet and a central angle of 135°52'25" (chord bearing S.79°50'21"W., 31.46 feet); thence N.30°52'23"W., a distance of 39.67 feet; thence Northerly, 34.62 feet along the arc of a tangent curve to the right having a radius of 19.19 feet and a central angle of 103°22'02" (chord bearing N.20°48'38"E., 30.11 feet), to the POINT OF BEGINNING.

Containing 3,558 square feet, more or less.

## LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 75°20'04" E	30.29'
L2	S 11°54'08" W	48.66'
L3	N 30°52'23" W	39.67'

## CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	17.04'	105°22'40"	31.35'	27.11'	S 51°58'36" E
C2	16.97'	135°52'25"	40.25'	31.46'	S 79°50'21" W
C3	19.19'	103°22'02"	34.62'	30.11'	N 20°48'38" E

### NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-4

DRAWN: JMG

DATE: 04/22/23

CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

  
Jack M. Greene  
FLORIDA PROFESSIONAL ENGINEER  
SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

  
**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 100'

**K-BAR RANCH  
PARCEL J  
(PLAT BOOK 137,  
PAGES 9 - 20)**

TRACT "B"  
OPEN SPACE &  
DRAINAGE AREA  
(CDD)

TRACT "B"  
WETLAND  
CONSERVATION AREA  
(CDD)

Easterly boundary of  
K-BAR RANCH PARCEL J

K-BAR RANCH  
PARKWAY

POINT OF COMMENCEMENT  
Northeasterly corner of K-BAR  
RANCH PARCEL J

274.65'  
S52°54'58"W

UNPLATTED

S37°05'02"E  
393.08'

MISTFLOWER LANE

**WETLAND MITIGATION  
AREA J-4**  
Area = 3,558 S.F.±

POINT OF BEGINNING

NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND  
CURVE DATA AND LINE DATA TABLES.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area J-4

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

JACK M. GREENE  
6506  
STATE OF FLORIDA  
PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

Prepared by: Trey Thrailkill

Return original or certified recorded  
document to:  
Environmental Protection Commission  
Wetlands Management Division  
3629 Queen Palm Drive,  
Tampa FL 33619

### **Deed of Conservation Easement**

**THIS DEED OF CONSERVATION EASEMENT** ("Conservation Easement") is given this \_\_\_\_ day of \_\_\_\_, 20\_\_, by **K Bar Ranch II CDD** ("Grantor") whose mailing address is **10820 Mistflower Ln, Tampa, FL 33647** to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY ("Grantee" or "EPC") whose mailing address is 3629 Queen Palm Drive, Tampa, Florida 33619. As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

### **WITNESSETH**

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Hillsborough County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to construct **K Bar Pkwy Seg F1 & F2, Mistflower Ln Seg 5** ("Project") at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Grantee pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC; and

**WHEREAS**, under the jurisdiction of the Wetland Impact Approval and Mitigation Agreement (the "Mitigation Agreement") executed by the EPC Executive Director on **5/19/2020** the Grantee authorizes certain activities which affect wetlands or other surface waters in Hillsborough County and the Grantor agrees to adequately protect the environmental benefits provided by the impacted wetlands or other surface waters through wetland mitigation, including but not limited to this Conservation Easement; and

**WHEREAS**, the Grantor, in consideration of the consent granted by the Mitigation Agreement or other good and valuable consideration provided to Grantor and pursuant to Section

1-11.08, Rules of the EPC, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit “B” (“Conservation Easement Area”); and

**WHEREAS**, Grantor grants this Conservation Easement as a condition of the Mitigation Agreement, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Mitigation Agreement, in an enhanced, restored, or created condition; and

**NOW, THEREFORE**, in consideration of the issuance of the Mitigation Agreement to construct the permitted activity, and as an inducement to Grantee in issuing the Mitigation Agreement, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit “B” which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Mitigation Agreement (or any modification thereto) and any Management Plan attached hereto as Exhibit “C” (“Management Plan”) which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Mitigation Agreement (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the

use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Mitigation Agreement (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, mangroves, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized in uplands, but requires EPC authorization in wetlands and other surface waters;

iii. Activities authorized by the Mitigation Agreement or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation

plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan.

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, fencing, and use by farm animals for grazing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas; and

i. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Mitigation Agreement (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement. Entry into this Conservation Easement does not relieve Grantor of the need to comply with applicable federal, state or local laws, regulations or ordinances, and all applicable permits and orders issued under those laws, regulations or ordinances. Removal of exotic and nuisance plant species from wetlands and other surface waters requires authorization from the EPC.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area. Grantor shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property, if necessary to preserve and protect the



environmental value of the Conservation Easement Area. Moreover, Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Conservation Easement Area and that since its acquisition of the Conservation Easement Area, no hazardous or toxic substance exist nor have been generated, treated, stored, used, disposed of, or deposited in or on the Conservation Easement Area, and that there are not now any underground storage tanks located on the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The terms and conditions of this Conservation Easement may be enforced by Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If Grantee prevails in an enforcement action, it shall be entitled to attorneys' fees, costs and to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida, as amended.

8. **Taxes.** Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Hillsborough County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion (but no later than 30 days after execution) in the official records of Hillsborough County, Florida and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

15. **Mitigation Agreement Compliance.** During the term of the Mitigation Agreement, the Mitigation Agreement may authorize activities (e.g. – restoration, creation, etc.) in the Conservation Easement Area that otherwise would be prohibited by this Conservation Easement.

16. **Third Party Enforcement Rights of SWFWMD, ACOE and DEP.** In the event the Southwest Florida Water Management District (“SWFWMD”), Army Corps of Engineers (“ACOE”) and / or the Department of Environmental Protection (“DEP”) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, \_\_\_\_\_ (“Grantor”) has hereunto set its authorized hand  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed, sealed and delivered in our presence as witnesses:

By: \_\_\_\_\_ (Signature of Witness #1)

Name: \_\_\_\_\_ (Print)

By: \_\_\_\_\_ (Signature of Witness #2)

Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by  
\_\_\_\_\_ (name of person) as \_\_\_\_\_  
(type of authority...e.g. officer, trustee, attorney in fact) for \_\_\_\_\_  
(name of party on behalf of whom instrument was executed).

(Stamp)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)  
Type of Identification Produced: \_\_\_\_\_

### **Mortgagee (Lender) Joinder, Consent, and Subordination**

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, given by \_\_\_\_\_ ("Mortgagor/Borrower") to \_\_\_\_\_ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book at \_\_\_\_\_ Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all in the Public Records of Hillsborough County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the Environmental Protection Commission of Hillsborough County, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

**IN WITNESS WHEREOF**, this Mortgagee/Lender Joinder, Consent, and Subordination is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Mortgagee/Lender)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WITNESSES:**

By: \_\_\_\_\_ (Signature) By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_ (Print) Name: \_\_\_\_\_ (Print)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, (year), by (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of lender/corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

(Stamp)

\_\_\_\_\_  
Signature of Notary

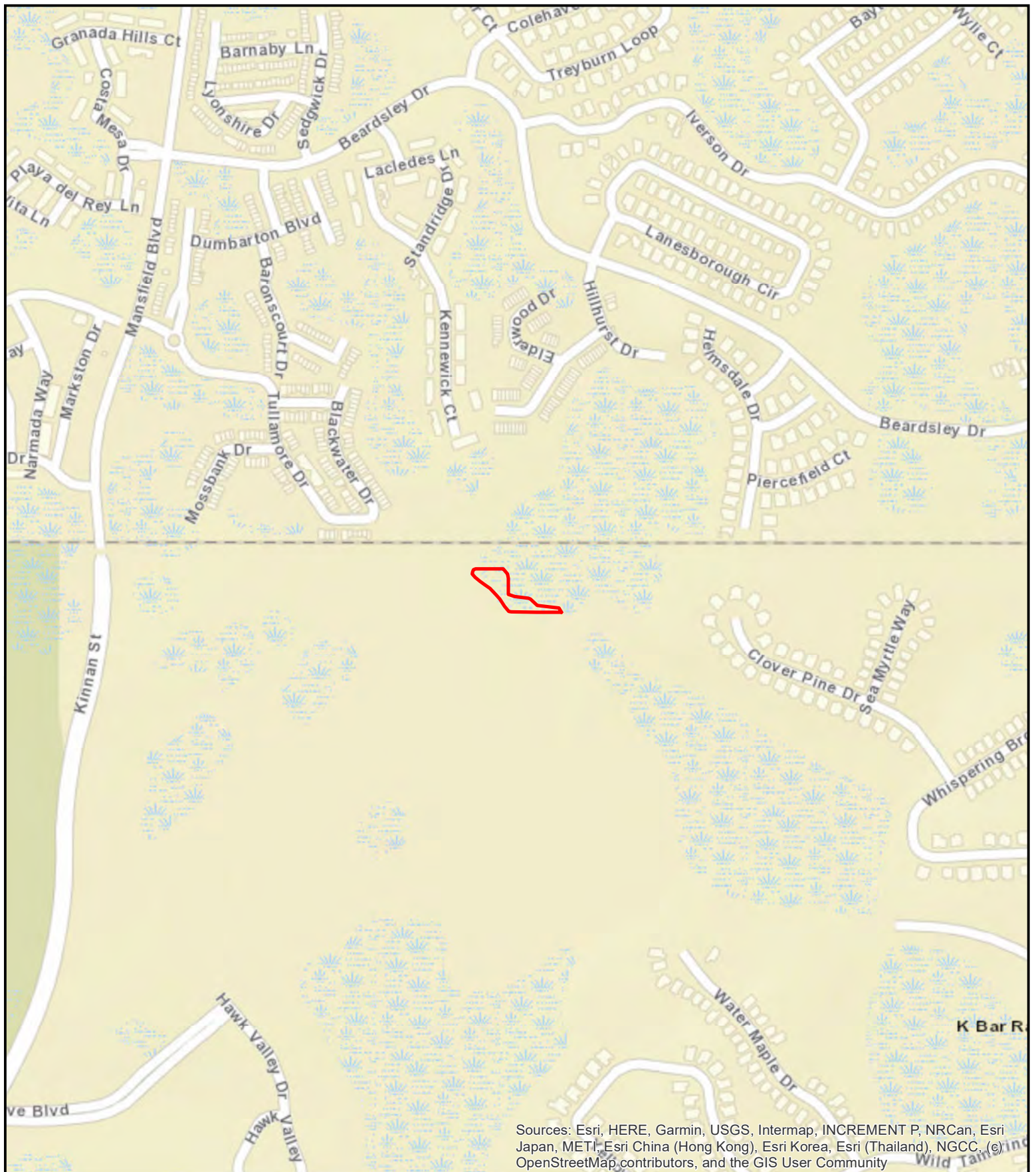
\_\_\_\_\_  
Print or type Commissioned Name of Notary Public

Personally Known OR Produced Identification (circle one)

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT A**

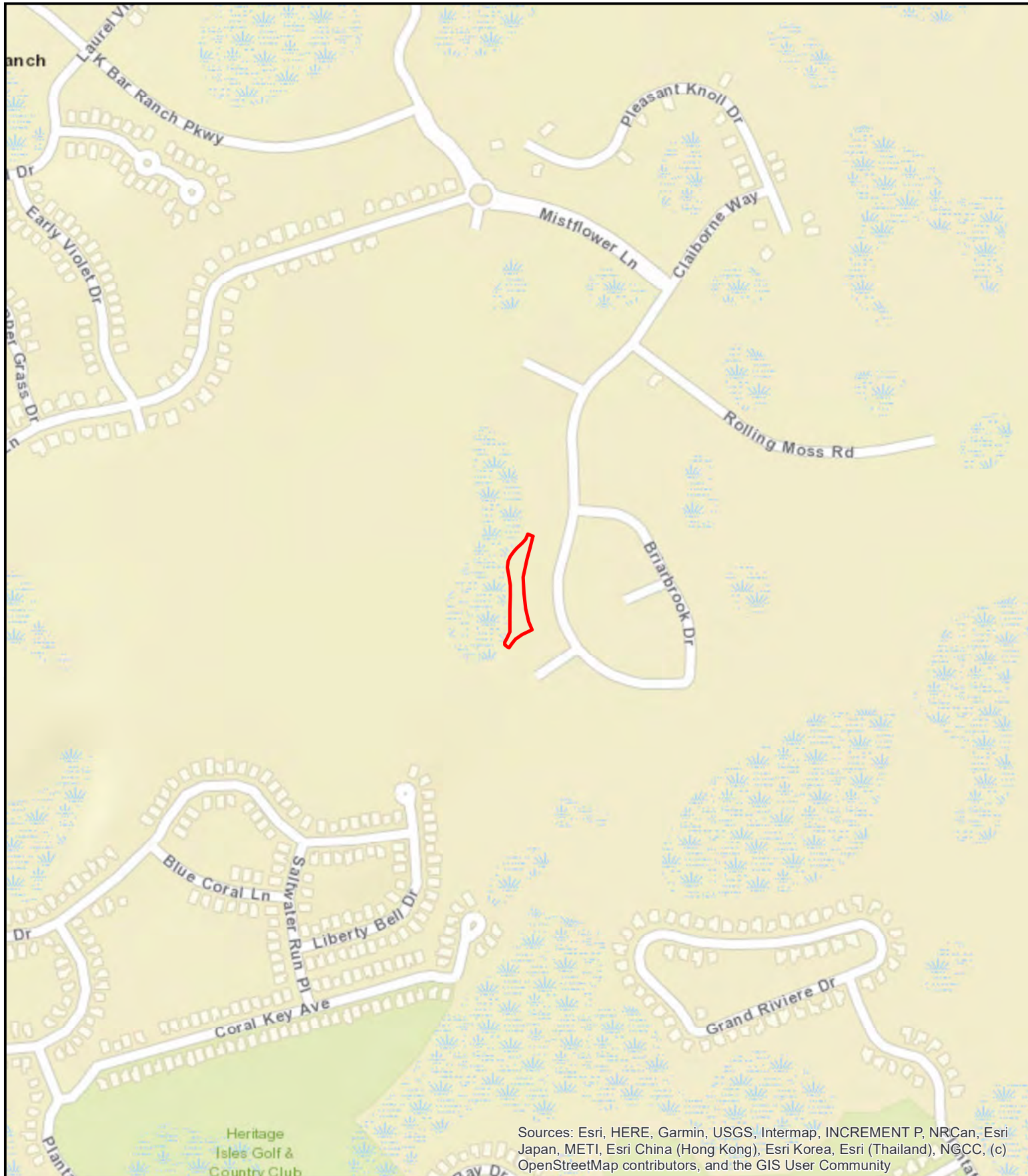
[LOCATION MAP]



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 3/16/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
<p align="center"> <b>K-Bar: A-1</b>  <b>Location Map</b>          Section 2, Township 27 South, Range 20 East          Hillsborough County, Florida       </p>		
<p> <b>Horner Environmental Professionals</b>          28536 Walker Drive          Wesley Chapel, FL 33544          (813) 907-9500  <a href="http://hornerenvironmental.com">hornerenvironmental.com</a> </p>		





Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

N



0 600  
Feet

Date: 3/16/2023

Drawn by: CM

Source: ESRI

Prepared for:

File

## K-Bar: LM-7

### Location Map

Section 2, Township 27 South, Range 20 East  
Hillsborough County, Florida

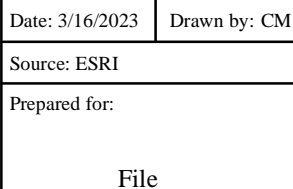


**Horner Environmental  
Professionals**

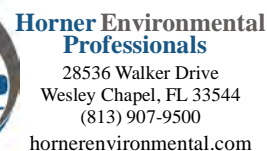
28536 Walker Drive  
Wesley Chapel, FL 33544  
(813) 907-9500

[hornerenvironmental.com](http://hornerenvironmental.com)

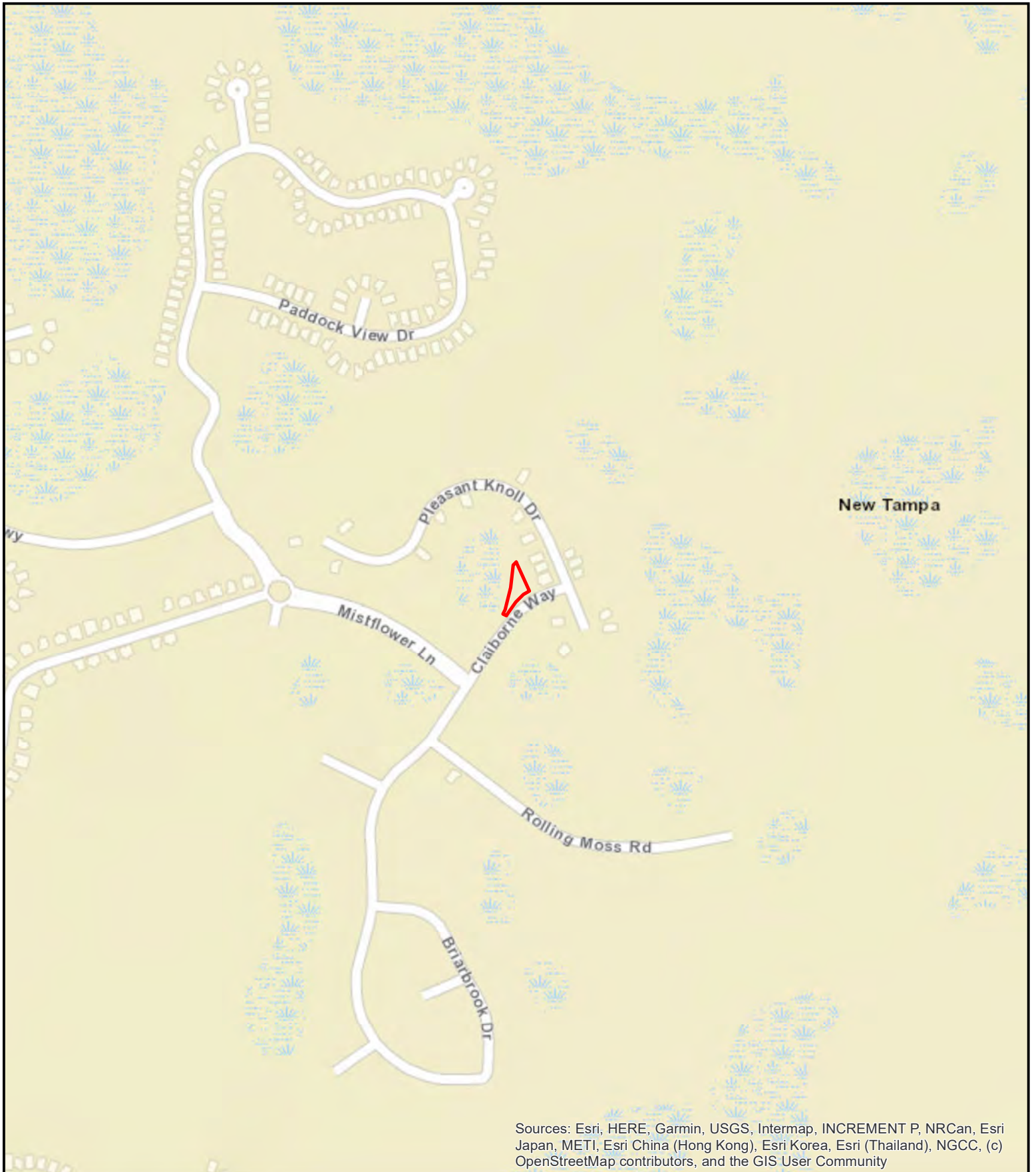




**Location Map**  
Section 2, Township 27 South, Range 20 East  
Hillsborough County, Florida







Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

	Date: 3/16/2023	Drawn by: CM
	Source: ESRI	
	Prepared for:	
	File	

**K-Bar: WC-1**

Location Map

Section 2, Township 27 South, Range 20 East

Hillsborough County, Florida

**Horner Environmental Professionals**

28536 Walker Drive  
Wesley Chapel, FL 33544  
(813) 907-9500  
hornerenvironmental.com

## **EXHIBIT B**

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL A  
WETLAND MITIGATION AREA A-1

DESCRIPTION: ALL of TRACT B (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL A, recorded in Plat Book 133, Pages 74 through 90, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 30,692 square feet, more or less.

### CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	25.00'	57°27'44"	25.07'	24.03'	N 61°16'08" W
C2	18.05'	148°17'26"	46.73'	34.74'	N 13°48'51" E

### LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 37°26'51" E	5.91'
L2	N 81°54'58" E	30.91'
L3	S 41°51'25" E	34.72'
L4	S 08°18'08" E	46.51'
L5	S 06°12'33" E	42.48'
L6	S 77°58'52" E	52.20'
L7	S 85°01'48" E	57.98'
L8	N 21°15'20" E	52.66'
L9	N 78°29'52" E	18.12'
L10	S 12°16'54" W	93.10'

### LINE DATA TABLE

NO.	BEARING	LENGTH
L11	S 82°14'07" E	102.95'
L12	S 35°35'01" E	22.76'
L13	N 90°00'00" W	234.36'
L15	N 32°32'16" W	51.23'
L16	N 37°21'08" W	4.02'
L17	N 43°15'07" W	71.82'
L18	N 52°00'25" W	68.28'
L19	N 60°19'52" W	25.75'
L21	N 88°35'01" E	92.77'

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area A-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

#### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

**Jack M. Greene**  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. **LS6506**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



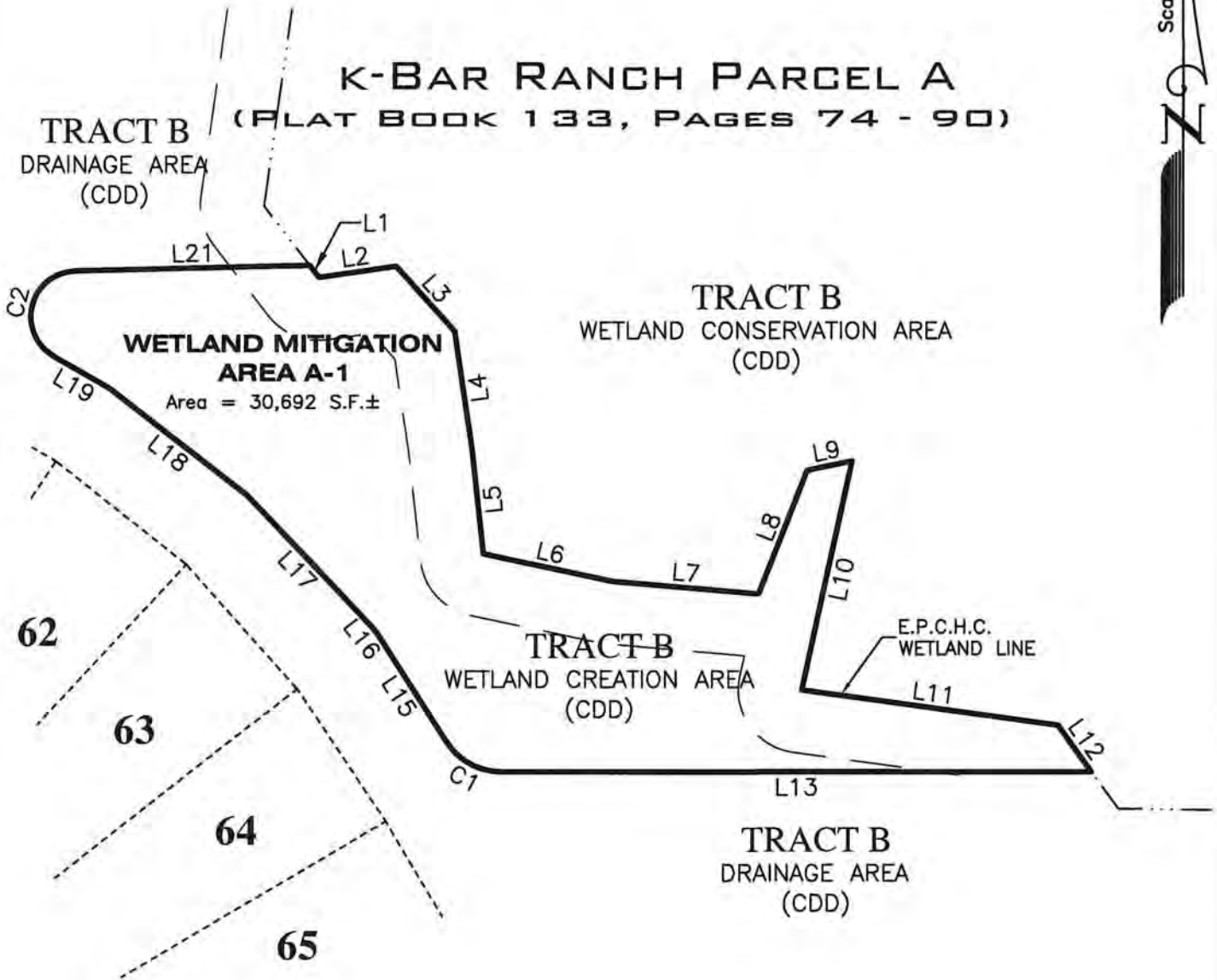
# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 80'



## K-BAR RANCH PARCEL A (PLAT BOOK 133, PAGES 74 - 90)



### NOTE:

- 1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND CURVE DATA TABLE.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area A-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

### REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506

STATE OF FLORIDA

Jack M. Greene

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL L PHASE 1  
WETLAND MITIGATION AREA LM-7

DESCRIPTION: ALL of TRACT B (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL L PHASE 1, recorded in Plat Book 129, Pages 229 through 243, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 1.039 acres, more or less.

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS


PHASE: Mitigation Area LM-7

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

  
Jack M. Greene  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. 6506

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

  
**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH (Not A Survey)

Scale: 1" = 80'



TRACT B  
WETLAND CONSERVATION AREA  
(HOA)

N 22°56'42" E  
70.23'

WETLAND MITIGATION  
AREA LM-7  
Area = 1.039 Acres±

TRACT B  
WETLAND  
CREATION AREA  
(HOA)

Lot 9

Lot 10

Lot 11  
BLOCK 2

Lot 12

Lot 13

K-BAR RANCH  
PARCEL L PHASE 1  
(PLAT BOOK 129,  
PAGES 229 - 243)

Lot 15

Lot 16

NOTE:

1) SEE SHEET 1 FOR LEGAL DESCRIPTION.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area LM-7

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

*Jack M. Greene*  
6506  
STATE OF  
FLORIDA  
SURVEYOR & MAPPER NO. **LS6506**

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Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL C

WETLAND MITIGATION AREA MC-2

DESCRIPTION: A portion of TRACT C (Drainage Area), as shown on the plat of K-BAR RANCH PARCEL C, recorded in Plat Book 130, Pages 163 through 178, inclusive, of the Public Records of Hillsborough County, Florida, and being more particularly described as follows:

Commence at the Northerly corner of Lot 3, of said plat of K-BAR RANCH PARCEL C, run thence N.52°32'56"E., a distance of 19.01 feet, to the POINT OF BEGINNING; thence N.34°45'37"W., a distance of 13.60 feet; thence N.39°12'16"W., a distance of 97.51 feet; thence Westerly, 63.50 feet along the arc of a tangent curve to the left having a radius of 38.00 feet and a central angle of 95°44'49" (chord bearing N.87°04'40"W., 56.37 feet); thence S.45°02'56"W., a distance of 60.51 feet; thence N.44°42'45"W., a distance of 46.93 feet; thence N.49°30'29"W., a distance of 14.25 feet; thence N.01°01'30"E., a distance of 46.61 feet; thence N.50°50'18"E., a distance of 78.47 feet; thence S.05°49'50"E., a distance of 3.06 feet; thence S.44°14'15"E., a distance of 45.84 feet; thence N.72°10'08"E., a distance of 25.05 feet; thence S.80°51'18"E., a distance of 25.50 feet; thence S.35°41'53"E., a distance of 48.31 feet; thence S.23°41'04"E., a distance of 49.00 feet; thence S.24°31'26"E., a distance of 63.02 feet; thence S.14°38'08"E., a distance of 9.31 feet; thence S.67°22'45"W., a distance of 7.59 feet, to the POINT OF BEGINNING.

Containing 15,012 square feet, more or less.

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 34°45'37" W	13.60'
L2	N 39°12'16" W	97.51'
L4	S 45°02'56" W	60.51'
L5	N 44°42'45" W	46.93'
L6	N 49°30'29" W	14.25'
L7	N 01°01'30" E	46.61'
L8	N 50°50'18" E	78.47'
L9	S 05°49'50" E	3.06'

LINE DATA TABLE

NO.	BEARING	LENGTH
L10	S 44°14'15" E	45.84'
L11	N 72°10'08" E	25.05'
L12	S 80°51'18" E	25.50'
L13	S 35°41'53" E	48.31'
L14	S 23°41'04" E	49.00'
L15	S 24°31'26" E	63.02'
L16	S 14°38'08" E	9.31'
L17	S 67°22'45" W	7.59'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	38.00'	95°44'49"	63.50'	56.37'	N 87°04'40" W

NOTE:

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

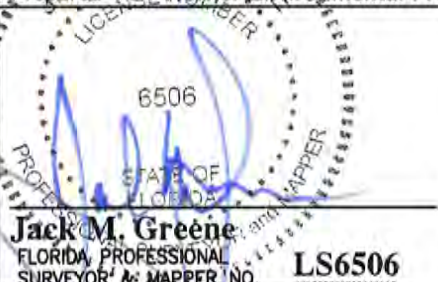
PHASE: Mitigation Area MC-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.



213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

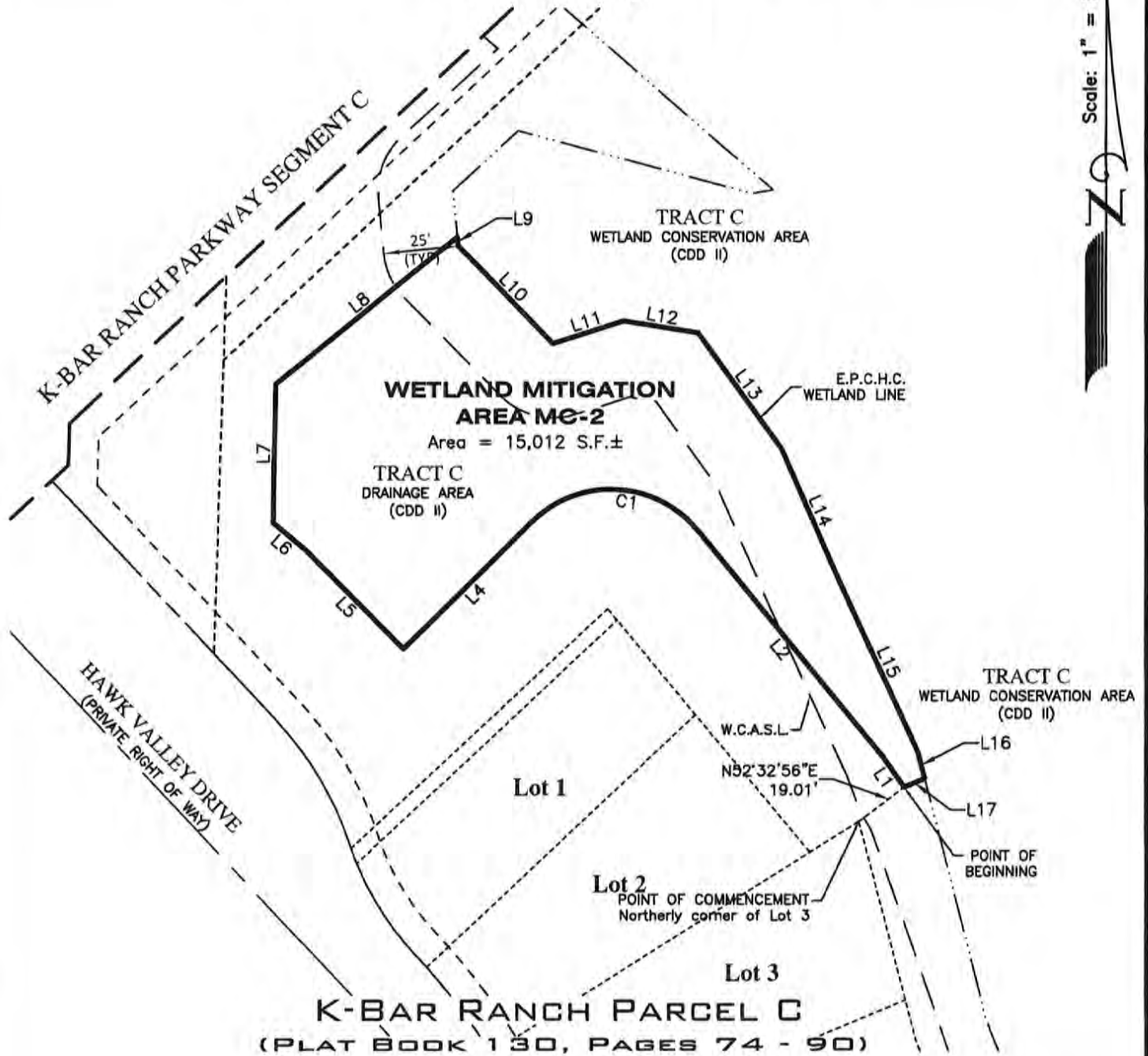
**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 50'

20



NOTE:

1) SEE SHEET 1 FOR LEGAL DESCRIPTION AND LINE DATA TABLE.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area MC-2

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506  
 Jack M. Greene  
 FLORIDA PROFESSIONAL  
 SURVEYOR & MAPPER NO. LS6506

213 Hobbs Street  
 Tampa, Florida 33619  
 Phone: (813) 248-8888  
 Licensed Business No.: LB 7768

**GeoPoint**  
 Surveying, Inc.



# DESCRIPTION SKETCH

(Not A Survey)

K-BAR RANCH PARCEL K PHASE 1  
WETLAND MITIGATION AREA WC-1

DESCRIPTION: ALL of TRACT B (Wetland Creation Area) as shown on the plat of K-BAR RANCH PARCEL K PHASE 1, recorded in Plat Book 129, Pages 40 through 51, inclusive, of the Public Records of Hillsborough County, Florida.

Containing 29,368 square feet, more or less.

**NOTE:**

- 1) SEE SHEET 2 FOR SKETCH.
- 2) INFORMATION NOT COMPLETE WITHOUT THE ACCOMPANYING SKETCH.

PROJECT: K-BAR RANCH - MITIGATION AREAS

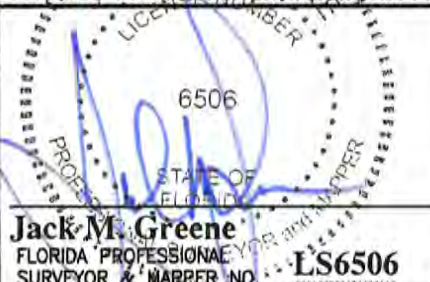
PHASE: Mitigation Area WC-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

**REVISIONS**

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.



213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

# DESCRIPTION SKETCH

(Not A Survey)

Scale: 1" = 60'



**K-BAR RANCH  
PARCEL K  
PHASE 1**  
(PLAT BOOK 129,  
PAGES 40 - 51)

TRACT B  
WETLAND CONSERVATION AREA  
(HOA)

**WETLAND MITIGATION  
AREA WC-1**

Area = 29,368 S.F.±

TRACT B  
WETLAND CREATION AREA  
(HOA)

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

N 46°18'46" W  
44.78'

R=450.00'  
L=142.77'  
Δ=0°18'10.42"  
CB=552°46'36"W  
C=142.17'

**CLAIBORNE WAY**  
(50' PRIVATE RIGHT OF WAY)

NOTE:

1) SEE SHEET 1 FOR LEGAL DESCRIPTION.

PROJECT: K-BAR RANCH - MITIGATION AREAS

PHASE: Mitigation Area WC-1

DRAWN: JMG DATE: 04/22/23 CHECKED BY: MC

## REVISIONS

DATE	DESCRIPTION	DRAWN BY

Prepared For: Horner Environmental Professionals, Inc.

6506  
STATE OF FLORIDA  
**Jack M. Greene**  
FLORIDA PROFESSIONAL  
SURVEYOR & MAPPER NO. **LS6506**

213 Hobbs Street  
Tampa, Florida 33619  
Phone: (813) 248-8888  
Licensed Business No.: LB 7768

**GeoPoint**  
Surveying, Inc.

## **Tab 16**

**K-Bar Ranch II Community Development District**  
*Special Assessment Bonds, Series 2024 (Recreational Bonds)*  
*Draft as of December 7, 2023*

Jan-24							Feb-24							Mar-24							
S	M	Tu	W	TH	F	S	S	M	Tu	W	TH	F	S	S	M	Tu	W	TH	F	S	
	1	2	3	4	5	6						1	2	3					1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10		3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17		10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24		17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29				24	25	26	27	28	29	30
															31						

Date	Event	Responsibility
Week of December 18 <sup>th</sup>	<ul style="list-style-type: none"> <li>Finalize cost estimate for Series 2024 Project</li> </ul>	DE
Week of January 1 <sup>st</sup>	<ul style="list-style-type: none"> <li>Distribute Master Engineer's Report</li> </ul>	DE
Week of January 8 <sup>th</sup>	<ul style="list-style-type: none"> <li>Distribute Master Assessment Resolutions</li> <li>Distribute Master Special Assessment Methodology</li> </ul>	DC AC
January 18 <sup>th</sup>	<b>Board Meeting – Necessary Actions</b> <ul style="list-style-type: none"> <li>Present Master Engineer's Report</li> <li>Present Master Special Assessment Methodology</li> <li>Set public hearing date</li> </ul>	All Parties
Week of January 22 <sup>nd</sup>	<ul style="list-style-type: none"> <li>Prepare mailed notices</li> </ul>	DM/AC
Week of January 29 <sup>th</sup>	<ul style="list-style-type: none"> <li>Distribute draft of Preliminary Assessment Methodology</li> <li>Distribute draft of Supplemental Indenture</li> <li>Distribute draft of Delegation Resolution</li> </ul>	AC BC BC
Week of February 5 <sup>th</sup>	<ul style="list-style-type: none"> <li>Distribute drafts of PLOM/BPA</li> </ul>	UW/UC
February 29 <sup>th</sup>	<b>Special Board Meeting – Necessary Actions</b> <ul style="list-style-type: none"> <li>Public Hearing to Adopt Assessments</li> <li>Consideration of Resolution Equalizing and Imposing Special Assessments</li> <li>Present Preliminary Assessment Methodology Report</li> <li>Present Delegation Resolution (with attachments including Supplemental Indenture, PLOM and BPA)</li> </ul>	All Parties
Week of March 4 <sup>th</sup>	<ul style="list-style-type: none"> <li><b>Print and mail the PLOM</b></li> </ul>	UW/UC
Week of March 11 <sup>th</sup>	<b>Pricing of the Bonds</b> <ul style="list-style-type: none"> <li>Distribute FINAL bond sizing</li> <li>Execute BPA</li> <li>Distribute final drafts of all documents required for printing the LOM</li> <li>Distribute all documents, certificates, opinions, etc. necessary to close</li> </ul>	UW UW UW/ Chairman All Parties  All Parties
Week of March 18 <sup>th</sup>	<ul style="list-style-type: none"> <li>Finalize LOM and all attachments</li> <li>Print LOM</li> <li>Provide final comments to all documents, certificates, opinions, etc. necessary to close</li> <li>Finalize all documents, certificates, opinions, etc. necessary to close</li> </ul>	All Parties UW/UC All Parties  All Parties

# K-Bar Ranch II Community Development District

## Special Assessment Bonds, Series 2024 (Recreational Bonds)

Draft as of December 7, 2023

Jan-24							Feb-24							Mar-24							
S	M	Tu	W	TH	F	S	S	M	Tu	W	TH	F	S	S	M	Tu	W	TH	F	S	
	1	2	3	4	5	6					1	2	3						1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10		3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17		10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24		17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29				24	25	26	27	28	29	30
															31						

Date	Event	Responsibility
March 21 <sup>st</sup>	<b>Board meeting – Necessary Actions</b> <ul style="list-style-type: none"> <li>Present all final documents necessary to close</li> </ul>	All Parties
	<b>Pre-close (immediately following board meeting)</b> <ul style="list-style-type: none"> <li>Sign all documents, certificates, opinions, etc. necessary to close</li> </ul>	All Parties
March 26 <sup>th</sup>	<ul style="list-style-type: none"> <li><b>Fund and Close (via phone)</b></li> </ul>	T/UW

Key	Description	Key	Description
DM	District Manager	T	Trustee
BC	Bond Counsel	TC	Trustee Counsel
UW	Underwriter	DC	District Counsel
UC	Underwriter's Counsel	DE	Engineer
AC	Assessment Consultant		