# TSR **COMMUNITY DEVELOPMENT** DISTRICT January 13, 2021 **BOARD OF SUPERVISORS REGULAR MEETING A**GENDA

# TSR Community Development District OFFICE OF THE DISTRICT MANAGER 2300 Glades Road, Suite 410W•Boca Raton, Florida 33431 Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

January 6, 2021

Board of Supervisors TSR Community Development District ATTENDEES: Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the TSR Community Development District will hold a Regular Meeting on January 13, 2021, at 9:00 a.m., at Cunningham Park, 12131 Rangeland Boulevard, Odessa, Florida 33556. Members of the public may participate in this meeting, as well as for the duration of Phase 3 of the COVID-19 Emergency, by calling 1-888-354-0094, Conference ID: 8593810. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments [3 minutes per person]
- 3. Continued Discussion/Consideration: M11-A Washout Repairs
- 4. Continued Discussion: Landscaping Issues
- 5. Acceptance of Unaudited Financial Statements as of November 30, 2020
- 6. Approval of December 2, 2020 Regular Meeting Minutes
- 7. Action Items
- 8. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, P.A.* 
    - Update: Long Spur ROW Conveyance
  - B. District Engineer: *Heidt Design, LLC*
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - I. Discussion: Reported Incidents Within Community
    - II. NEXT MEETING DATE: February 10, 2021 at 5:00 p.m.

Board of Supervisors TSR Community Development District January 13, 2021, Regular Meeting Agenda Page 2

#### • QUORUM CHECK

Mike Liquori	IN PERSON	No
Matt Call	IN PERSON	No
Jason Silber	IN PERSON	No
Tom Green	IN PERSON	No
Mary Comella	IN PERSON	No

- D. Lifestyle Director & Amenity Manager: WTS International
- E. Operations Manager: Wrathell, Hunt and Associates, LLC
- 9. Supervisors' Requests
- 10. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely, SPE. Adair

Chesley E. Adams, Jr. District Manager

# **TSR** COMMUNITY DEVELOPMENT DISTRICT



TSR COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED NOVEMBER 30, 2020

#### TSR COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS NOVEMBER 30, 2020

	General Fund	Debt Service Fund Series 2015	Debt Service Fund Series 2015A	Debt Service Fund Series 2016	Debt Service Fund Series 2017	Debt Service Fund Series 2018	Debt Service Fund Series 2019	Capital Projects Fund Series 2015	Capital Projects Fund Series 2015A	Capital Projects Fund Series 2016	Fu	ects nd ries	Capital Projects Fund Series 2018	Capital Projects Fund Series 2019	Total Governmental Funds
ASSETS	¢0.004.050	¢	\$ -	\$ -	¢	¢	¢	¢	¢	¢	¢		¢	¢	¢ 0.004.050
Cash Investments	\$3,061,359	\$-	\$ -	<b>\$</b> -	<b>ъ</b> -	<b>\$</b> -	<b>Ъ</b> -	<b>Ъ</b> -	<b>ъ</b> -	<b>ъ</b> -	\$	-	\$-	<b>Ъ</b> -	\$ 3,061,359
Revenue		43,045	27,586	20,863	12,731	3,953	134								108,312
Reserve		648,206	652,500	481,322	403,162	320,366	165,100	-	-			-	-	-	2,670,656
Prepayment	_	040,200	170		2,879		-	_	_	_		_	_	-	3,049
Construction	-	-	-	-	2,070	-	-	292,080	441	86		2	38.805	3,342,894	3,674,308
Undeposited funds	18,439	-	-	-	-	-	-	- 202,000		-		-	-		18,439
Due from Developer: MI Homes	53,909	-	-	-	-	-	-	-	-	-		-	-	-	53,909
Due from other	738	-	-	-	-	-	-	-	-	-		-	-	-	738
Due from general fund	-	343,297	264,401	339,551	371,567	200,443	70,624	-	-	-		-	-	-	1,589,883
Utility deposit	150	-		-	-		-	-	-	-		-	-	-	150
Total assets	\$3,134,595	\$1,034,548	\$ 944,657	\$ 841,736	\$ 790,339	\$524,762	\$235,858	\$292,080	\$ 441	\$ 86	\$	2	\$ 38,805	\$3,342,894	\$11,180,803
Liabilities:															
Accounts payable	\$ 164	\$-	\$ -	\$ -	\$ -	\$-	\$-	\$-	\$-	\$-	\$	-	\$ -	\$ -	\$ 164
Credit card payable	1,484	-	-	-	-	-	-	-	-	-		-	-	-	1,484
Due to Developer	101,119	-	-	-	-	-	-	-	-	-		-	-	-	101,119
Due to debt service fund 2015	343,297	-	-	-	-	-	-	-	-	-		-	-	-	343,297
Due to debt service fund 2015A	264,401	-	-	-	-	-	-	-	-	-		-	-	-	264,401
Due to debt service fund 2016	339,551	-	-	-	-	-	-	-	-	-		-	-	-	339,551
Due to debt service fund 2017	371,567	-	-	-	-	-	-	-	-	-		-	-	-	371,567
Due to debt service fund 2018	200,443	-	-	-	-	-	-	-	-	-		-	-	-	200,443
Due to debt service fund 2019	70,624	-										-	-		70,624
Total liabilities	1,692,650	-		-								-	-		1,692,650
DEFERRED INFLOWS OF RESOURCES Deferred receipts	<b>3</b> 53,909	-	_	_	_	-	_	_	_	_		_	_	_	53,909
Total deferred inflows of resources	53,909				·	· <u> </u>	·						_	·	53,909
	00,000		·								-				
FUND BALANCES Assigned: Restricted for															
Debt service	-	1,034,548	944,657	841,736	790,339	524,762	235,858	-	-	-		-	-	-	4,371,900
Capital projects	-	-	-	-	-	-	-	292,080	441	86		2	38,805	3,342,894	3,674,308
Unassigned	1,388,036	-	-	-	-	-	-	-	-	-		-	-	-	1,388,036
Total fund balances	1,388,036	1,034,548	944,657	841,736	790,339	524,762	235,858	292,080	441	86		2	38,805	3,342,894	9,434,244
Total liabilities, deferred inflows of resourd and fund balances	ces \$3,080,686	\$1,034,548	\$ 944,657	\$ 841,736	\$ 790,339	\$524,762	\$235,858	\$292,080	\$ 441	\$ 86	\$	2	\$ 38,805	\$3,342,894	\$11,126,894

#### TSR

#### COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 1,329,291	\$ 1,329,291	\$2,685,158	50%
Assessment levy - off-roll O&M	-	-	541,505	0%
Trash collection assessments	87,244	89,220	48,963	182%
Commercial shared costs	-	-	81,785	0%
Program revenue	1,645	3,028	15,000	20%
Interest	-	-	2,500	0%
Miscellaneous	-	-	9,600	0%
Total revenues	1,418,180	1,421,539	3,384,511	42%
EXPENDITURES				
Professional & administrative				
Management	3,506	7,012	42,070	17%
Legal	-	-	30,000	0%
Engineering	-	-	5,000	0%
Assessment administration	833	1,667	10,000	17%
Audit	-	-	4,570	0%
Arbitrage rebate calculation	600	600	3,000	20%
Dissemination agent	1,083	2,167	13,000	17%
Trustee	-	-	26,937	0%
Telephone	21	42	250	17%
Postage	32	58	1,500	4%
Printing & binding	167	333	2,000	17%
Legal advertising	-	592	3,500	17%
Annual special district fee	175	175	175	100%
Insurance	-	5,810	5,668	103%
Other current charges	162	379	3,500	11%
Office supplies	-	-	500	0%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	-	200	0%
Property taxes	-	-	687	0%
Property appraiser & tax collector	28,270	28,270	55,941	51%
Total professional & administrative	34,849	47,105	209,203	23%
Field operations				
Contract services				
Field services	2,360	4,721	28,325	17%
Landscape maintenance	-	2,898	1,521,000	0%
Landscape consulting	4,250	8,500	51,000	17%
Landscape arbor care	-	-	20,000	0%
Wetland maintenance	-	-	24,168	0%
Wetland edge maintenance	-	-	8,248	0%
Wetland mitigation reporting	-	550	4,500	12%
Lake maintenance	-	-	94,000	0%
Community trash hauling	17,369	34,007	198,660	17%
Repairs & maintenance				
Repairs - general	1,225	1,225	15,000	8%
Operating supplies	2,390	3,377	8,000	42%
Plant replacement	-	-	70,000	0%

#### TSR

# COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current	Year to		% of
	Month	Date	Budget	Budget
Playground mulch	-	-	7,200	0%
Fertilizer/chemicals	-	-	15,000	0%
Irrigation repairs	-	-	30,000	0%
Irrigation monitoring	-	-	2,280	0%
Security/alarms/repair	125	125	1,000	13%
Road & sidewalk	-	-	15,000	0%
Common area signage	-	-	3,000	0%
Bridge & deck maintenance	-	500	30,000	2%
Pressure washing	-	-	3,000	0%
Utilities - common area				
Electric	487	2,053	9,000	23%
Streetlights	31,959	42,252	326,340	13%
Irrigation - reclaimed water	4,954	4,954	85,000	6%
Gas	-	23	350	7%
Recreation facilities				
Amenity management staff/contract	11,276	31,058	297,662	10%
Office supplies	(958)	252	1,000	25%
Janitorial	4,091	5,123	14,040	36%
Pool cleaning	-	-	26,280	0%
Pool repairs & maintenance	1,690	4,180	2,500	167%
Pool fence & gate	-	-	2,000	0%
Pool - electric	1,994	3,971	22,000	18%
Pool - water	621	621	10,000	6%
Pool permits	-	-	705	0%
Pest services	125	125	500	25%
Insurance	-	43,891	41,000	107%
Cable/internet/telephone	271	764	7,000	11%
Access cards	-	-	5,500	0%
Activities	1,442	5,776	28,000	21%
Recreational repairs	-	-	5,000	0%
Pool signage	_	24	1,000	2%
Holiday decorations		6,000	15,000	40%
Other	_	0,000	10,000	4070
Contingency			20,000	0%
Total field operations	85,671	206,970	3,069,258	7%
Total expenditures	120,520	254,075	3,278,461	8%
Total expenditures	120,320	254,075	3,270,401	0 70
Notingroops ((degroops)) of find belows	1 007 000	1 107 404	100.050	
Net increase/(decrease) of fund balance	1,297,660	1,167,464	106,050	
Fund balance - beginning (unaudited) Fund balance - ending (projected)	90,376 \$ 1,388,036	220,572 \$ 1,388,036	- \$ 106,050	
	\$ 1,388,036	φ 1,300,030	φ 100,030	

# TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2015 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year to Date	Budget	% of Budget
REVENUES	¢ 047400	¢ 247 422	¢ 660.001	E 20/
Assessment levy - on-roll Interest	\$ 347,433	\$ 347,433	\$ 662,901 50	52% 18%
	5	9		
Total revenues	347,438	347,442	662,951	52%
EXPENDITURES				
Debt service				
Principal - 11/1	185,000	185,000	185,000	100%
Principal prepayment	25,000	25,000	-	N/A
Interest - 11/1	229,144	229,144	229,147	100%
Interest - 5/1	-	-	225,794	0%
Tax collector	6,949	6,948	13,810	50%
Total expenditures	446,093	446,092	653,751	68%
Excess/(deficiency) of revenues				
over/(under) expenditures	(98,655)	(98,650)	9,200	
Beginning fund balance (unaudited)	1,133,203	1,133,198	1,101,599	
Ending fund balance (projected)	\$1,034,548	\$1,034,548	\$1,110,799	
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### TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2015A BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year to Date	Budget	% of Budget
	\$ 267.586	\$ 267.586	¢ = 10 = = 0	F00/
Assessment levy - on-roll	\$ 267,586	+	\$ 510,550	52%
Assessment levy - off-roll	-	91,652	152,702	60%
Interest	4	8	-	N/A
Total revenues	267,590	359,246	663,252	54%
EXPENDITURES Debt service				
	165.000	165 000	165 000	1000/
Principal - 11/1	165,000	165,000	165,000	100%
Interest - 11/1	241,750	241,750	241,750	100%
Interest - 5/1	-	-	238,244	0%
Tax collector	5,352	5,352	10,637	50%
Total expenditures	412,102	412,102	655,631	63%
Excess/(deficiency) of revenues	(144 512)	(52.856)	7 601	
over/(under) expenditures	(144,512)	(52,856)	7,621	
Beginning fund balance (unaudited) Ending fund balance (projected)	1,089,169 \$ 944,657	997,513 \$ 944,657	1,085,149 \$1,092,770	

# TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2016 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Year to Month Date		Budget	% of Budget
REVENUES				
Assessment levy - on-roll	\$ 343,642	\$ 343,642	\$ 655,667	52%
Interest	4	8		N/A
Total revenues	343,646	343,650	655,667	52%
EXPENDITURES Debt service				
Principal - 11/1	190,000	190,000	190,000	100%
Interest - 11/1	225,125	225,125	225,125	100%
Interest - 5/1	-	-	221,800	0%
Tax collector	6,873	6,874	13,660	50%
Total expenditures	421,998	421,999	650,585	65%
Excess/(deficiency) of revenues over/(under) expenditures	(78,352)	(78,349)	5,082	
Beginning fund balance (unaudited) Ending fund balance (projected)	920,088 \$ 841,736	920,085 \$ 841,736	913,944 \$ 919,026	

# TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2017 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

REVENUES	Current Month	Year to Date	Budget	% of Budget
	¢ 076 014	¢ 276 014	¢ 719.060	F00/
Assessment levy - on-roll	\$ 376,814	\$376,814	\$ 718,962	52%
Assessment levy - off-roll	-	105,364	97,366	108%
Interest	3	7	-	N/A
Total revenues	376,817	482,185	816,328	59%
EXPENDITURES Debt service				
Principal - 11/1	225,000	225,000	225,000	100%
Interest - 11/1	286,272	286,272	286,272	100%
Interest - 5/1	-	-	282,194	0%
Tax collector	7,535	7,537	14,978	50%
Total expenditures	518,807	518,809	808,444	64%
Excess/(deficiency) of revenues				
over/(under) expenditures	(141,990)	(36,624)	7,884	
Fund balance:				
Net increase/(decrease) in fund balance	(141,990)	(36,624)	7,884	
Beginning fund balance (unaudited)	932,329	826,963	932,467	
Ending fund balance (projected)	\$ 790,339	\$790,339	\$ 940,351	

# TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2018 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year To Date	Budget	% of Budget
REVENUES	¢ 004 500	¢ 004 500	¢ 200.050	F00/
Assessment levy - on-roll	\$ 204,533	\$ 204,533	\$ 390,252	52%
Assessment levy - off-roll	-	-	258,754	0%
Interest	3	4	-	N/A
Total revenues	204,536	204,537	649,006	32%
EXPENDITURES Debt service				
Principal - 11/1	155,000	155,000	155,000	100%
Interest - 11/1	240,822	240,822	240,822	100%
Interest - 5/1	-	-	237,722	0%
Tax collector	4,089	4,089	8,130	50%
Total expenditures	399,911	399,911	641,674	62%
Excess/(deficiency) of revenues				
over/(under) expenditures	(195,375)	(195,374)	7,332	
Beginning fund balance (unaudited) Ending fund balance (projected)	720,137 \$ 524,762	<u>720,136</u> \$ 524,762	720,421 \$ 727,753	
	Ψ 024,102	Ψ 024,702	ψ 121,100	

# TSR COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND SERIES 2019 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year To Date	Budget	% of Budget
REVENUES Assessment levy - on-roll	\$ 72,066	\$ 72,066	\$ 137,504	52%
Assessment levy - off-roll	-	-	195,501	0%
Interest	1	2		N/A
Total revenues	72,067	72,068	333,005	22%
EXPENDITURES				
Debt service				
Interest - 11/1	109,425	109,425	109,425	100%
Interest - 5/1	-	-	109,425	0%
Tax collector	1,442	1,442	2,865	50%
Total expenditures	110,867	110,867	221,715	50%
Excess/(deficiency) of revenues				
over/(under) expenditures	(38,800)	(38,799)	111,290	
	(,)	(,,	,	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(1)	(2)		N/A
Total other financing sources/(uses)	(1)	(2)	-	N/A
Fund balance:				
Net increase/(decrease) in fund balance	(38,801)	(38,801)	111,290	
Beginning fund balance (unaudited)	274,659	274,659	274,850	
Ending fund balance (projected)	\$235,858	\$ 235,858	\$ 386,140	

# TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2015 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month		Year To Date	
REVENUES				
Interest	\$	-	\$	1
Total revenues		-		1
EXPENDITURES				
Debt service		-		-
Total expenditures		-		-
Excess/(deficiency) of revenues over/(under) expenditures		-		1
Beginning fund balance (unaudited)	29	92,080	292	,079
Ending fund balance (projected)	\$ 29	92,080	\$292	,080,

# TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2015A BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	••••	rrent onth	Year To Date	
REVENUES Total revenues	\$	-	\$	-
EXPENDITURES Total expenditures		-		-
Excess/(deficiency) of revenues over/(under) expenditures		-		-
Beginning fund balance (unaudited) Ending fund balance (projected)	\$	441 441	\$	441 441

# TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2016 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Cur Mo		 ir To ate
REVENUES Total revenues	\$	-	\$ -
EXPENDITURES Total expenditures		-	 -
Excess/(deficiency) of revenues over/(under) expenditures		-	-
Beginning fund balance (unaudited) Ending fund balance (projected)	\$	86 86	\$ 86 86

### TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2017 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	 rrent onth	 r To ate
REVENUES Total revenues	\$ -	\$ -
EXPENDITURES Total expenditures	 -	 -
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Beginning fund balance (unaudited) Ending fund balance (projected)	\$ 2	\$ 2

# TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2018 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year To Date
REVENUES Total revenues	\$ -	\$-
EXPENDITURES Total expenditures		<u> </u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Beginning fund balance (unaudited) Ending fund balance (projected)	38,805 \$ 38,805	38,805 \$ 38,805

# TSR COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND SERIES 2019 BONDS STATEMENT OF REVENUES, EXENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDING NOVEMBER 30, 2020

	Current Month	Year To Date
REVENUES		
Interest	\$ 14	\$ 27
Total revenues	14	27
EXPENDITURES	-	-
Total expenditures		
Excess/(deficiency) of revenues over/(under) expenditures	14	27
OTHER FINANCING SOURCES/(USES)		
Transfers in	1	2
Total other financing sources/(uses)	1	2
Net change in fund balance	15	29
Beginning fund balance (unaudited)	3,342,879	3,342,865
Ending fund balance (projected)	\$3,342,894	\$3,342,894

# **TSR** COMMUNITY DEVELOPMENT DISTRICT



		DRAFT	
1	MINUTES OF MEETING		
2	TSR		
3	COMMUNITY DEVELOPMENT DISTRICT		
4			
5	The Board of Supervisors of the TS	R Community Development District held a Regular	
6	Meeting on December 2, 2020, at 5:00 p.m.	., at Cunningham Park, 12131 Rangeland Boulevard,	
7	Odessa, Florida 33556. Members of the put	blic were able to participate in this meeting, as well	
8		COVID-19 Emergency, by calling 1-888-354-0094,	
9	Conference ID: 8593810.		
10 11	Present were:		
12	Mike Liquori	Chair	
13	Matt Call	Vice Chair	
14	Tim Green	Assistant Secretary	
15	Mary Comella	Assistant Secretary	
16	Jason Silber	Assistant Secretary	
17		,	
18	Also present were:		
19			
20	Chuck Adams	District Manager	
21	Cleo Adams	Assistant District Manager	
22	Alyssa Willson	District Counsel	
23	Brian Wilkes (via telephone)	District Engineer	
24	Sidney Manas	WTS Starkey Ranch Lifestyle Director	
25	Katie Chandler	WTS Starkey Ranch Lifestyle Coordinator	
26	Ratie Chandler	WIS Starkey Ranch Lifestyle Coordinator	
20			
27	FIRST ORDER OF BUSINESS	Call to Order/Roll Call	
28	FIRST ORDER OF BOSINESS		
30	Mr. Adams called the meeting to ord	der at 5:00 p.m. Supervisors Liquori, Call and Green	
31	were present. Supervisors'-Elect, Ms. Comel	la and Mr. Silver, were also present.	
32			
33	SECOND ORDER OF BUSINESS	Public Comments [3 minutes per person]	
34 25			
35	No members of the public spoke.		
36			
37 38 39 40 41	THIRD ORDER OF BUSINESS	Administration of Oath of Office to Newly Elected Supervisors, Jason Silber [SEAT 3] and Mary Comella [SEAT 5] (the following to be provided in a separate package)	

	TSR (	CDD	c	DRAFT	December 2, 2020
42		Mr. A	Adams, a Notary of the State of F	lorida and duly authorized, ac	lministered the Oath
43	of Of	fice to I	Mr. Silber and Ms. Comella. He pr	ovided and briefly explained t	he following items:
44	Α.	Guid	e to Sunshine Amendment and C	code of Ethics for Public Office	ers and Employees
45	В.	Mem	bership, Obligations and Respor	nsibilities	
46	C.	Chap	ter 190, Florida Statutes		
47	D.	Finar	ncial Disclosure Forms		
48		Ι.	Form 1: Statement of Financia	l Interests	
49		П.	Form 1X: Amendment to Form	n 1, Statement of Financial Int	erests
50		III.	Form 1F: Final Statement of Fi	nancial Interests	
51	Ε.	Form	8B: Memorandum of Voting Co	nflict	
52		Ms. V	Willson urged the new Board Mo	embers to call or email her w	vith any CDD-related
53	ques	tions. S	he explained that, pursuant to th	e statutes for CDDs, when the	e Landowner elects a
54	Boar	d Meml	per, there is a statutory exemption	on stating that the Board Mem	ber's affiliation with
55	or en	nploym	ent by the Landowner is not a cor	nflict of interest.	
56					
57 58	FOUI	RTH OR	DER OF BUSINESS	Consideration of Re Designating a Chair,	esolution 2021-04, a Vice Chair, a
59				Secretary, Assistant	Secretaries, a
60 61				Treasurer and an Assist TSR Community Develo	
62				Providing for an Effectiv	•
63 64		Mr. A	Adams presented Resolution 202	1-04. Mr. Liquori nominated t	he following slate of
65	office				0
66			Mike Liquori	Chair	
67			Matt Call	Vice Chair	
68			Chuck Adams	Secretary	
69			Timothy Green	Assistant Secretary	
70			Jason Silber	Assistant Secretary	
71			Mary Comella	Assistant Secretary	
72			Craig Wrathell	Assistant Secretary	
73			Craig Wrathell	Treasurer	
74			Jeff Pinder	Assistant Treasurer	
75		No o	ther nominations were made.		

	TSR CDD DR/	\FT	December 2, 2020
76 77 78 79 80	On MOTION by Mr. Liquori and second Resolution 2021-04, Designating a Cha Secretaries, a Treasurer and an Assist Development District, as nominated, and adopted.	ir, a Vice Chair, a Secreta ant Treasurer of the TSR	ry, Assistant Community
81			
82 83 84 85 86	FIFTH ORDER OF BUSINESS	Consideration of Down & Irrigation Estimate #2 Drainage Repair	•
87	Mr. Adams presented the Down to Ea	rth Landscape & Irrigation	(DTE) proposal for
88	drainage repairs, which recommended loweri	ng the soil. Management	consulted with the
89	Landscape Consultant and the Landscape Contr	actor and discussed severa	I options to prevent
90	flooding. He hoped this would fully address the	issue and prevent potentia	al liability issues. Mr.
91	Call recommended continued monitoring of the	ie area, since the dry sea	son helped and the
92	homeowners decreased their watering. Discus	sion ensued regarding cos	t, whether to delay
93	repairs, etc. Mr. Adams stated that the neight	oring homeowner contact	ed him and advised
94	that there was sitting water, due to the recent	rain event, and there is cor	ncern that this could
95	be a slip and fall situation. This item was deferre	ed until June or July 2021.	
96			
97 98 99	SIXTH ORDER OF BUSINESS	Discussion/Consideration Repairs	on: M11-A Washout
100	Mrs. Adams presented the M.R.I. Constr	uction Inc. (MRI) proposal	for the Conservation
101	M11-A washout repairs and scope of work, whic	h was significantly less that	n the quote received
102	from RIPA & Associates (RIPA). Contingency fur	nds would be used, as the	re were no available
103	funds in the Lake Management and Wetland Se	vices budget. She identifie	d the location of the
104	wetland, the number of complaints received from	m residents near the area	and noted concerns
105	about the South Florida Water Management Dis	strict (SFWMD) and violatio	on of the permit. Mr.
106	Adams discussed the differences in each Contra	actor's scope of work. Disc	ussion ensued. Staff
107	was asked to obtain proposals from other con	tractors and report back a	it the next meeting.
108	Mrs. Adams would obtain another bid from M	RI identical to RIPA's specif	fications. Mr. Wilkes
109	would contact vendors who have not provided a	proposal. This would rema	in an agenda item.
110			
111 112	SEVENTH ORDER OF BUSINESS	Continued Discussion: I	andscaping Issues.

#### TSR CDD

#### DRAFT

113 Ms. Comella distributed a synopsis of landscaping issues that she prepared after touring the parks with DTE Staff, who provided her with a color-coded map. She suggested having a 114 comprehensive plan for each park prepared to map out future projects and to repair and 115 116 maintain the parks. Unsightly areas of Bahia sod, weeds and ant hills should be addressed 117 before they start looking like the park at Barbour Trail, which needs of a lot of remediation. Discussion ensued regarding obtaining quotes for each park, budgeting, remediating Barbour 118 119 Trail first, overseeing Contractors to ensure they are correctly fertilizing the area at the correct 120 time, identifying parks as CDD or HOA-owned, drainage easements, platted common areas, 121 types of sod used, etc.

A Board Member noted that one of the pocket parks was omitted from the map. Mr. Wilkes stated that, depending on the vision for the parks, the other two types of sod require irrigation, which may need to be brought to the area in order to maintain it. He would send Mrs. Adams the current version of the map to circulate to the Board.

126 Mr. Call distributed the Davey Tree proposal for additional arbor care items, which he 127 reviewed with the landscapers; he recommended approval. Mrs. Adams concurred. Costs 128 would be allocated to the plant replacement budget.

129

130

131 132 133 On MOTION by Mr. Call and seconded by Mr. Green, with all in favor, the Davey Tree Proposal, in a not-to-exceed amount of \$2,900, was approved.

- Mr. Silber noted that a vehicle hit the rocks at the roundabout by Night Star Trail. Mrs. Adams stated she would obtain a copy of the police report in order to file a claim; she was also obtaining a proposal to replace the damaged tree.
- 137

146 147

138 EIGHTH ORDER OF BUSINESS Acceptance of Unaudited Financial 139 Statements as of October 31, 2020 140 Mr. Adams presented the Unaudited Financial Statements as of October 31, 2020. He 141 142 discussed building up surplus fund balance to cover the first quarter expenses; he would ensure 143 that the "Office supplies" expenses were coded properly. The financials were accepted. 144 145 NINTH ORDER OF BUSINESS Approval of Minutes

	TSR CE	DD DRAFT December 2, 2020		
148	Α.	November 4, 2020 Landowners' Meeting		
149		Mr. Adams presented the November 4, 2020 Landowners' Meeting Minutes. The		
150	follow	following changes were made:		
151		Line 19: Change "Camella" to "Comella"		
152		Line 20: Change "Silver" to "Silber"		
153				
154 155 156		On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the November 4, 2020 Landowners' Meeting Minutes, as amended, were approved.		
157 158				
159	В.	November 4, 2020 Regular Meeting		
160		Mr. Adams presented the November 4, 2020 Regular Meeting Minutes. The following		
161	change	es were made:		
162		Line 23: Change "Yahan" to "Yahn", and insert "Landscape Consultant" after "Sunscape"		
163		Line 38: Change "Tripp" to "Berlinsky"		
164		Line 93: Change "Berlinskey" to "Berlinsky"		
165		Lines 21, 22 and 23: Insert "(via telephone)" after the name		
166		Line 32: Insert "Larry Sekely"		
167		Line 269: Insert ", as raised by Mr. Larry Sekely" after "trees"		
168				
169 170 171 172		On MOTION by Mr. Liquori and seconded by Mr. Call, with all in favor, the November 4, 2020 Landowners' Meeting and Regular Meeting Minutes, as amended, were approved.		
173	TENT			
174 175	IENIH	I ORDER OF BUSINESS Staff Reports		
176	Α.	District Counsel: Hopping Green & Sams, P.A.		
177		There being no report, the next item followed.		
178	В.	District Engineer: Heidt Design, LLC		
179		Mr. Wilkes stated that the Pasco County Attorney was sending a standard maintenance		
180	form f	or the roadway conveyance of the weight point section of Longspur and, upon receipt; he		
181	would	send it to Ms. Willson for further review.		
182	C.	District Manager: Wrathell, Hunt and Associates, LLC		

	TSR CI	DD	DRAFT	December 2, 2020
183		• NEXT MEETING DATE: Ja	nuary 13, 2021 at 9:00 a	a.m.
184		• QUORUM CHECK		
185		All Supervisors confirmed their	attendance at the meet	ting on January 13, 2021 at 9:00
186	a.m., v	with the exception of Mr. Call, due	e to a schedule conflict.	
187	D.	Lifestyle Director & Amenity Ma	anger: WTS Internation	al
188		Ms. Manas reviewed the WTS M	Ionthly Report.	
189		• Pocket Park Event Use R	equest Form	
190		Ms. Manas presented the revis	ed form, which include	d revisions discussed at the last
191	meetii	ng and Ms. Willson's recommer	ndations. Mr. Adams s	tated that, since the insurance
192	carrie	r did not have a specific liability i	policy program for use	of bounce houses, other than to
193	ensure	e the sponsor understands taking	g on full liability, Ms. V	Willson included additional legal
194	langua	age in the Agreement. Ms. Willso	n pointed out that the	language only applied to bounce
195	house	s brought in by commercial v	vendors and not those	e of residents. She presented
196	sugges	stions to ensure proper liability co	overage.	
197		The following changes were man	de to the Pocket Park Ev	vent Use Request Form - General
198	Usage	Guidelines Section, Bullet Points	at the bottom of the pag	ge:
199		Bullet Point "Parks are not reser	vable for exclusive use	.": Make item bold
200		Bullet Point "The Amenity Mar	nager": Change "or a	ny other vendor or commercial
201	usage	" to "which must be from a comm	ercial vendor" and dele	te the last sentence.
202				
203 204 205 206		On MOTION by Mr. Call and s Pocket Park Event Use Request to work with Ms. Willson t comments, was approved.	Form, in substantial fo	rm, and authorizing Staff
207 208				
208	Ε.	Operations Manager: Wrathell,	Hunt and Associates, L	IC
210		Mrs. Adams reported the follow	ing:	
211	$\triangleright$	Mulching Project: Delayed until	further notice, due to la	abor force unavailability because
212	of CO\	VID-19.		
213	$\triangleright$	Proposals were obtained to rea	pair gabions and landsc	ape damages from incidents on

213 ➤ Proposals were obtained to repair gabions and landscape damages from incidents on
 214 November 20 and November 11, 2020; she would submit the insurance claim for
 215 reimbursement, upon receipt of the police report.

TSR CDD

DRAFT

The final Sonar treatment on Huckleberry Pond was scheduled for next week and was
 expected to clear the bulk of the submersed vegetation. This task was built into the contract in
 which they are responsible for keeping the body of water cleared of the invasive material.

219 > The resident at 13119 Burns Drive reported a chemical spill on his property last week. A
 220 Zoom call with the DTE representative and the resident was being scheduled, as he wanted to
 221 be on site during the repairs.

A copy was received for one of two Notices Ms. Willson sent to residents regarding
 damage to CDD property during their pool installations.

Ms. Willson stated one of the owners contacted her and was very responsive; she gave him District Staff's contact information, as the resident had specific questions about assigned boundaries. She would email the resident's contact information to Mrs. Adams.

Ballenger & Company, Inc., was scheduled to perform the install testing services on the
 existing irrigation controller equipment components in January 2021; it was expected to take
 one week.

230 Mr. Call asked Mr. Adams to add a "brick paver repairs" budget line item to the Fiscal 231 Year 2022 budget. Mrs. Adams agreed and stated that Mr. Adams was notified of the area 232 transitioning to the bridge that should be repaired immediately. She would send the 233 photograph to Mr. Call, to confirm if it was the same location he mentioned.

234

236

#### 235 ELEVENTH ORDER OF BUSINESS Supervisors' Requests

Mr. Call asked if there were plans to repair cracked boards on the bridge near Parker Trail and Rangeland. Discussion ensued regarding the budget and whether the contractor costs were excessive. Mr. Call suggested researching options in the future for long-term replacement, once construction is completed. Mrs. Adams stated she would start contacting vendors. Mr. Call stated he was in favor of planning scheduled maintenance to replace 50 boards quarterly.

- 242
- 243

TWELFTH ORDER OF BUSINESS

244 245

246

247On MOTION by Mr. Liquori and seconded by Ms. Comella, with all in favor, the248meeting adjourned at 6:21 p.m.

There being no further business to discuss, the meeting adjourned.

Adjournment

	TSR CDD	DRAFT	December 2, 2020
249			
250			
251			
252			
253			
254			
255			
256	Secretary/Assistant Secretary	Chair/Vice Chair	

# **TSR** COMMUNITY DEVELOPMENT DISTRICT



Return to: PUBLIC WORKS Public Works Director 4454 Grand Blvd. New Port Richey, FL 34652

#### LICENSE AND MAINTENANCE AGREEMENT

THIS LICENSE AND MAINTENANCE AGREEMENT (this "<u>Agreement</u>") is made as of \_\_\_\_\_\_, 20\_\_\_ (the "<u>Effective Date</u>"), by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its authorized Public Works Director, with an address of 37918 Meridian Avenue, Dade City, Florida 33525 hereinafter referred to as the "COUNTY," and [\_\_\_\_\_], [\_\_\_\_], with a business address of [\_\_\_\_],together with its successors and assigns, hereinafter referred to as the "APPLICANT."

#### WITNESSETH:

WHEREAS, the APPLICANT states that it owns and maintains the property described on <u>Exhibit A</u> having a street address of 1470 Long Spur, Odessa, Florida, situated within Pasco County, Florida (the "<u>Applicant's Property</u>"); and

WHEREAS, on or about even date herewith, the APPLICANT has conveyed the road parcel described in <u>Exhibit B</u> hereto (commonly referred to as "<u>Long Spur</u>"), which APPLICANT has improved with certain landscaping and reclaimed water lines used for irrigation (collectively, the "<u>Facilities</u>," as depicted on the plans dated \_\_\_\_\_\_, Sheets \_\_\_\_\_, prepared by \_\_\_\_\_\_, and permitted under the Permit # \_\_\_\_\_\_ issued by the COUNTY (collectively, the "<u>Facilities Plans</u>"); and

**WHEREAS**, the reclaimed water lines included in the Facilities serving Long Spur are presently connected to the reclaimed water service lines installed within the Applicant's Property; and

**WHEREAS**, incident to the conveyance of Long Spur, APPLICANT and the COUNTY require this Agreement, to authorize and permit the APPLICANT, and its successors and assigns, to enter upon Long Spur to maintain the Facilities, as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>RECITALS.</u> The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Agreement.

2. <u>GRANT OF LICENSE.</u> The COUNTY hereby grants and delivers to the APPLICANT a nonexclusive license to access the Facilities located upon Long Spur for the maintenance, repair, and/or replacement of the Facilities in accordance with the Facilities Plans (or otherwise as approved by the COUNTY), pursuant to the terms and covenants contained herein. Any material change, alteration, modification, or addition to the Facilities must have prior written approval by the COUNTY, which shall not be unreasonably withheld, conditioned, or delayed. For the avoidance of doubt, the grants contained in this Agreement shall in no way obligate APPLICANT to maintain, repair, or replace any improvements within Long Spur other than the Facilities (such as, by way of example, APPLICANT shall have no obligation to maintain the roadway, paved areas, curbing, sidewalks, site lighting, or utility lines providing for the transmission of sanitary sewer, water, or power).

3. <u>MAINTENANCE OF FACILITIES.</u> The APPLICANT hereby agrees to maintain the Facilities in a safe and clean condition (as determined by APPLICANT in its sole but reasonable discretion) during the term of this Agreement and shall trim any vegetation to avoid any clear-sight violation. This obligation shall be the sole responsibility of the APPLICANT during the term of this Agreement. In no event shall any improvements placed by the APPLICANT block the visibility triangle of the intersections.

4. <u>INDEMNIFICATION.</u> During the term of this Agreement, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, costs, charge, or expense, including attorney's fees and costs, arising from or in connection with (a) the presence of the Facilities and any work or thing whatsoever done by APPLICANT, or any of APPLICANT'S officers, employees, agents, or licensees (collectively, the "<u>APPLICANT PARTIES</u>") affecting the Facilities within Long Spur; (b) any act, omission or negligence of the APPLICANT PARTIES in or upon Long Spur; or (c) any accident, injury, or damage whatsoever occurring on Long Spur to the extent caused by or arising from the Facilities failing to comply with the terms of this Agreement. Notwithstanding anything set forth herein to the contrary, APPLICANT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence or intentional acts of the COUNTY or any of its agents, servants, employees, or other licensees.

The APPLICANT'S obligation to defend and indemnify shall not be excused because of the APPLICANT'S inability to evaluate liability or because the APPLICANT evaluates liability and determines the APPLICANT is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the APPLICANT. If a judgment finding the COUNTY solely negligent is appealed and the finding of negligence is reversed, the APPLICANT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The APPLICANT shall pay all reasonable, actual, and documented costs and fees related to this obligation and its enforcement by the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the APPLICANT, contractor, subcontractor, or anyone directly or indirectly employed by any of them. The APPLICANT'S obligation under this provision shall not be limited in any way by the APPLICANT'S limit of or lack of sufficient insurance protection. This section shall survive any termination of this Agreement for a period of twelve (12) months.

5. <u>SIGNS.</u> Any Facilities that are signs, as signs are defined in the Pasco County Land Development Code, are required to have the appropriate COUNTY approval pursuant to Section 406.1.7.B. or C. of the Pasco County Land Development Code, and all other applicable COUNTY ordinances, prior to any installation of any signs. The APPLICANT agrees to obtain such appropriate COUNTY approval prior to installing any signs. Upon installation such signs shall be deemed part of the Facilities which are subject to this Agreement. This Agreement is not intended in any way, and shall not be construed in any way, to grant any COUNTY approval for installation of signs without the prior COUNTY approval indicated in this Section, or vest any right in the APPLICANT to appropriate COUNTY approval of any sign.

6. <u>RIGHT-OF-WAY USE PERMIT.</u> The APPLICANT has obtained or will obtain all necessary COUNTY Right-of-Way Use Permits prior to entering or performing any work upon Long Spur.

7. <u>TERMINATION.</u> The COUNTY or APPLICANT may terminate this Agreement in writing, in compliance with the notice provisions of Paragraph 9., at any time and for any reason in whole or in part. Upon termination, the Applicant shall, unless otherwise agreed to by the COUNTY, sever the reclaimed water lines providing for the irrigation of Long Spur from the reclaimed water lines and facilities serving the Applicant's Property, in order to connect the reclaimed water lines remaining within Long Spur to the reclaimed water lines and facilities owned and operated by the COUNTY. This obligation by the APPLICANT shall survive any termination of this Agreement.

8. <u>WAIVER OF CLAIMS.</u> The APPLICANT hereby waives all claims against the COUNTY for loss or damage resulting from interference by a public agency, or official, or natural phenomena including, but not limited to, fire, water, tornado, hurricane, or other severe storms, or any commotion, riot, or criminal activity.

9. <u>NOTICES.</u> Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail or overnight carrier to:

County:	Applicant:
Pasco County	
ATTN: Public Works Director	
4454 Grand Blvd.	
New Port Richey, FL 34652	

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Agreement.

10. <u>LIMITATION OF AGREEMENT.</u> It is expressly stipulated that this Agreement is a license for permissive use only and that the use of Long Spur shall not operate to create or to vest any property right or interest in the APPLICANT.

11. <u>PRIOR AGREEMENTS.</u> This Agreement represents the entire License and Maintenance Agreement between the parties and supersedes and nullifies any and all prior license and maintenance agreements, negotiations or understandings, written or oral relating to the matters set forth herein. Prior such agreements, negotiations or understandings, if any, shall have no force or affect whatsoever on this Agreement.

12. <u>ASSIGNMENT.</u> No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made, except as outlined in Paragraph 17 below, unless approved in writing and signed by all parties to this Agreement.

13. <u>SEVERABILITY.</u> If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable, with the remainder of this Agreement remaining valid and enforceable.

14. <u>MODIFICATIONS.</u> No modification, addendums or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.

15. <u>SOVEREIGN IMMUNITY.</u> Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY.

16. <u>LAW AND VENUE.</u> This Agreement shall be governed by the laws of Florida. Venue for any dispute, claim or action arising out of or related to this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, Florida (Westside.) Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this Agreement.

17. <u>AGREEMENT IS BINDERING ON SUCCESSORS AND ASSIGNS.</u> This Agreement shall run with the Applicant's Property and with Long Spur. The burdens and benefits of this Agreement shall be binding upon, and shall inure to all successors in interest of the APPLICANT (including a mortgagee in the event such mortgagee acquires ownership of the APPLICANT'S PROPERTY by way of foreclosure or otherwise). Any such successor in title shall give notice to the COUNTY of its acquiring ownership of the Applicant's Property and its intent to continue the benefits of this Agreement. Should such notice not be received within thirty (30) days of such acquisition of ownership, then at the election of the COUNTY, the COUNTY may terminate this Agreement by delivering written notice thereof, and the APPLICANT and such subsequent owner shall be jointly responsible for the severance of the reclaimed water lines and commensurate connection of such lines with the COUNTY service lines, as outlined in Paragraph 7.

18. <u>RECORDATION</u>. The COUNTY shall record a copy of this Agreement in the Official Records of Pasco County, Florida, within thirty (30) days of its approval and provide a recorded copy to the APPLICANT within ten (10) days of its recordation

19. <u>DEFAULT.</u> In the event of a default hereunder by the APPLICANT of its obligation, the COUNTY may proceed to enforce the provisions of this Agreement pursuant to the provisions of the Pasco County Land Development Code Section 108, or specific performance, at its option.

20. <u>PARTIES DRAFTED EQUALLY.</u> The COUNTY and the APPLICANT agree that both parties have played an equal and reciprocal part in the drafting of this Agreement. Therefore, any uncertainty or ambiguity existing herein, if any, shall not be interpreted against either party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

21. <u>TIME.</u> Time is of the essence to all parts of this Agreement.

22. <u>TERM.</u> This Agreement shall be for an initial term of one (1) year commencing as of the Effective Date, and shall automatically renew thereafter on an annual basis, unless terminated by the COUNTY or the APPLICANT as provided herein.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing License and Maintenance Agreement on this\_\_\_\_\_ day of \_\_\_\_\_,20\_\_\_.

ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

Public Works Director, Pasco County, Florida

WITNESSES:	
Signature of Witness	Signature of Witness
Print Name of Witness	Printed Name of Witness
STATE OF FLORIDA	
COUNTY OF	_
personal presence or () online	ed before me by means of [check one] () notarization, this day of
as of the	he BOARD OF COUNTY COMMISSIONERS is personally known to me or has produced dentification.

Notary Public

Printed Name of Notary Public My Commission Expires: \_\_\_\_\_

APPLICANT:

NAME of ENTITY by its Managing Member NAME OF SIGNOR

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

WITNESSES:

Signature of Witness

Signature of Witness

Print Name of Witness

Printed Name of Witness

STATE OF FLORIDA

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

The for	egoing instrum	nent was a	acknowledge	ed before me by	/ means	of [check	one] (_	)
persona	al presence	or (	_) online	notarization,	this		day	of
		20	by_					
as				of				, а
I	imited liability	company,	on behalf	of the company.	He/She	e is persona	ally kno	own
to me o	r has produced	d			as id	entification		

Notary Public

Printed Name of Notary Public
My Commission Expires:

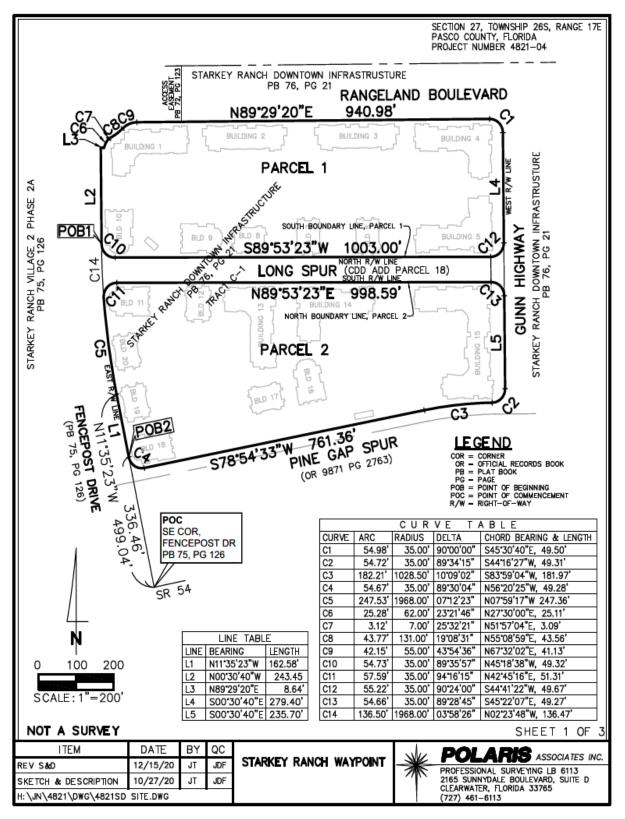


EXHIBIT A - APPLICANT'S PROPERTY

					SECTION 27, TOWNSHIP 26S, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-04	
				DESCRIPTION		
PARCEL 1						
BEING PART OF THE RECORDED IN PLAT	E STARKEY BOOK 76,	RANCH PAGE	21, C	NTOWN INFRASTRUCTURE, TRACT C-	EAST, PASCO COUNTY, FLORIDA, ALSO 1, ACCORDING TO THE PLAT THEREOF, ) COUNTY, FLORIDA, TOGETHER WITH Y DESCRIBED AS FOLLOWS:	
PHASE 2A, AS RECC ALONG THE EASTER 499.04 FEET; 2) NO FEET AND A CENTR; CURVE, 136.50 FEET POINT OF BEGINNIN NORTHEASTERLY, 2 FEET AND A CENTI 3.12 FEET ALONG ' ANGLE OF 25'32'21 ARC OF A REVERSI (CHORD BEARING N TO THE RIGHT HAVI 41.13 FEET); THEN TANGENT CURVE TO BEARING S45'30'40' THE ARC OF A TAN 90'24'00'' (CHORD E 54.73 FEET ALONG	COMMENCE AT THE SOUTHEAST CORNER OF FENCEPOST DRIVE, ACCORDING THE PLAT OF STARKEY RANCH VILLAGE 2 PHASE 2A, AS RECORDED IN PLAT BOOK 75, PAGE 126, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID FENCEPOST DRIVE, THE FOLLOWING TWO (2) COURSES: 1) N.11'35'23"W., 499.04 FEET; 2) NORTHERLY, 247.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1968.00 FEET AND A CENTRAL ANGLE OF 07'12'23" (CHORD BEARING N.07'59'17"W., 247.36 FEET); THENCE CONTINUE ALONG SAID CURVE, 136.50 FEET HAVING A CENTRAL ANGLE OF 03'58'26" (CHORD BEARING N.02'23'48"W., 136.47 FEET) FOR THE POINT OF BEGINNING-1; THENCE N00'30'0"W, 243.45 FEET; THENCE N02'23'48"W., 136.47 FEET) FOR THE POINT OF BEGINNING-1; THENCE N00'30'0"W, 243.45 FEET; THENCE N02'23'48"W., 136.47 FEET) FOR THE POINT OF BEGINNING-1; THENCE N00'30'0"W, 243.45 FEET; THENCE N02'23'48"W., 136.47 FEET) FOR THE POINT OF BEGINNING-1; THENCE N00'30'0"W, 243.45 FEET; THENCE N02'23'48"W., 136.47 FEET) FOR THE POINT OF BEGINNING-1; THENCE N00'30'0"W, 243.45 FEET; THENCE N02'25'21'', THENCE NORTHEASTERLY, 3.12 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 7.00 FEET AND A CENTRAL ANGLE OF 25'32'21" (CHORD BEARING N51'57'04"E, 3.09 FEET); THENCE NORTHEASTERLY, 43.77 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 131.00 FEET AND A CENTRAL ANGLE OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 131.00 FEET AND A CENTRAL ANGLE OF 19'08'31" (CHORD BEARING N55'08'59"E, 43.56 FEET); THENCE EASTERLY, 42.15 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 55.00 FEET AND A CENTRAL ANGLE OF 43'54'36" (CHORD BEARING N67'32'02"E, 41.13 FEET]; THENCE N89'29'20"E, 940.98 FEET; THENCE SOUTHEASTERLY, 54.98 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90'00'0" (CHORD BEARING S45'30'40"E, 49.50 FEET]; THENCE S00'30'40"E, 279.40 FEET; THENCE SOUTHWESTERLY, 55.22 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A					
CONTAINING 8.447	ACRES, MOR	RE OR	LESS	S.		
TOGE THE R WITH						
PARCEL 2						
BEING PART OF THE RECORDED IN PLAT	E STARKEY BOOK 76,	RANCH PAGE	DOW 21, 0	NTOWN INFRASTRUCTURE, TRACT C-	EAST, PASCO COUNTY, FLORIDA, ALSO 1, ACCORDING TO THE PLAT THEREOF, ) COUNTY, FLORIDA, TOGETHER WITH Y DESCRIBED AS FOLLOWS:	
COMMENCE AT THE SOUTHEAST CORNER OF FENCEPOST DRIVE, ACCORDING THE PLAT OF STARKEY RANCH VILLAGE 2 PHASE 2A, AS RECORDED IN PLAT BOOK 75, PAGE 126, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID FENCEPOST DRIVE, N.11'35'23"W, 336.46 FEET FOR THE POINT OF BEGINNING-2; THENCE N11'35'23"W, 162.58 FEET; THENCE NORTHERLY, 247.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1968.00 FEET AND A CENTRAL ANGLE OF 07'12'23" (CHORD BEARING N07'59'17"W, 247.36 FEET); THENCE NORTHEASTERLY, 57.59 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 94'16'15" (CHORD BEARING N42'45'16"E, 51.31 FEET); THENCE N89'53'23"E, 998.59 FEET; THENCE SOUTHEASTERLY, 54.66 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89'28'45" (CHORD BEARING S45'22'07'E, 49.27 FEET); THENCE SOU'30'40"E, 235.70 FEET; THENCE SOUTHWESTERLY, 54.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89'28'45" (CHORD BEARING S45'22'07'E, 49.27 FEET); THENCE SOU'30'40"E, 235.70 FEET; THENCE SOUTHWESTERLY, 54.72 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89'34'15" (CHORD BEARING S44'16'27"W, 49.31 FEET); THENCE WESTERLY, 182.21 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1028.50 FEET AND A CENTRAL ANGLE OF 10'09'02" (CHORD BEARING S83'59'04'W, 181.97 FEET); THENCE S78'54'33"W, 761.36 FEET; THENCE NORTHWESTERLY, 54.67 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 89'30'04" (CHORD BEARING N56'20'25"W, 49.28 FEET) TO THE POINT OF BEGINNING-2. CONTAINING 9.170 ACRES, MORE OR LESS.						
NOT A SURVEY					SHEET 2 OF 3	
ITEM	DATE	ΒY	QC		1	
REV S&D	12/15/20	JT	JDF	STARKEY RANCH WAYPOINT	POLARIS ASSOCIATES INC. PROFESSIONAL SURVEYING LB 6113	
SKETCH & DESCRIPTION	10/27/20	JT	JDF		2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765	
H:\JN\4821\DWG\4821SD	SITE.DWG				(727) 461-6113	

NOT A SURVEY

SECTION 27, TOWNSHIP 26S, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-04

### NOTES

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE ON FENCEPOST DRIVE, BEING N11'35'23"W.

2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.

3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.

4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.

5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

6. THE NORTH RIGHT-OF-WAY LINE OF LONG SPUR IN CONTIGUOUS WITH THE SOUTH BOUNDARY LINE OF PARCEL 1 WITH NO GAPS, GORES OR OVERLAPS. THE SOUTH RIGHT-OF-WAY LINE OF LONG SPUR IN CONTIGUOUS WITH THE NORTH BOUNDARY LINE OF PARCEL 2 WITH NO GAPS, GORES OR OVERLAPS.

#### CERTIFICATION

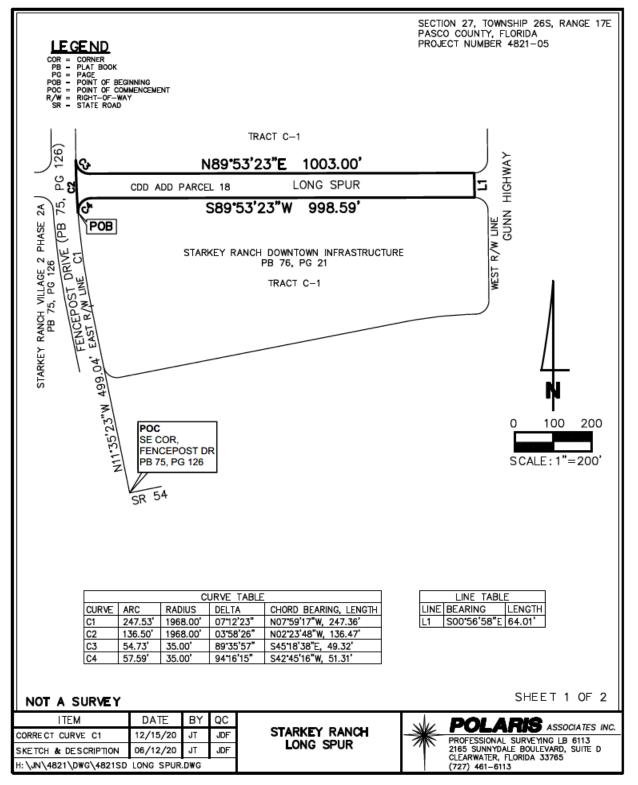
I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

JUSTIN D. FERRANS, PROFESSIONAL LAND SURVEYOR LS 6958, STATE OF FLORIDA

SHEET 3 OF 3

ITEM	DATE	ΒY	QC		X	POLARIS ASSOCIATES INC.
REV S&D	12/15/20	JT	JDF	STARKEY RANCH WAYPOINT	*	PROFESSIONAL SURVEYING LB 6113
SKETCH & DESCRIPTION	10/27/20	JT	JDF			2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765
H:\JN\4821\DWG\4821SD SITE.DWG						(727) 461–6113





SECTION 27, TOWNSHIP 26S, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-05

### DESCRIPTION

A PORTION OF TRACT C-1, STARKEY RANCH DOWNTOWN INFRASTRUCTURE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF FENCEPOST DRIVE, ACCORDING THE PLAT OF STARKEY RANCH VILLAGE 2 PHASE 2A, AS RECORDED IN PLAT BOOK 75, PAGE 126, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID FENCEPOST DRIVE, THE FOLLOWING TWO (2) COURSES: 1) N.11'35'23"W., 499.04 FEET; 2) NORTHERLY, 247.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1968.00 FEET AND A CENTRAL ANGLE OF 07'12'23" (CHORD BEARING N.07'59'17"W., 247.36 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, 136.50 FEET HAVING A CENTRAL ANGLE OF 03'58'26" (CHORD BEARING N.02'23'48"W., 136.47 FEET) TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 54.73 FEET, HAVING A CENTRAL ANGLE OF 89'35'57" (CHORD BEARING S.45'18'38"E., 49.32 FEET); THENCE N.89'53'23"E., 1003.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GUNN HIGHWAY, ACCORDING TO THE AFORESAID PLAT OF STARKEY RANCH DOWNTOWN INFRASTRUCTURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.00'56'38"E., 64.01 FEET; THENCE S.89'53'23"W., 998.59 FEET TO THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THROUGH A CENTRAL ANGLE OF 94'16'15" (CHORD BEARING S.42'45'16"W., 51.31 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.536 ACRES (66,928 SF), MORE OR LESS.

### NOTES

- 1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE ON FENCEPOST DRIVE, BEING N11'35'23"W.
- 2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
- 3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
- THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

				Justin JUSTIN FERRANS	terrome	
NOT A SURVEY		SHEET 2 OF 2				
ITEM	DATE	ΒY	QC		DOL	ARIS ASSOCIATES INC.
CORRECT CURVE C1	12/15/20	JT	JDF	STARKEY RANCH		IAL SURVEYING LB 6113
SKETCH & DESCRIPTION	06/12/20	JT	JDF	LONG SPUR	2165 SUNN	DALE BOULEVARD, SUITE D
H:\JN\4821\DWG\4821SD	LONG SPUR	DWG	-		(727) 461-	

PREPARED BY AND RETURN TO: Jonathan T. Johnson, Esq. Hopping Green & Sams, P.A. 119 South Monroe Street Tallahassee, FL 32301

Part of Property Appraiser's Parcel ID (Folio) Number: <u>27-26-17-0120-0C100-0000</u>

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "<u>Deed</u>") is made as of the day and year set forth below by WAYPOINT TAMPA STARKEY OWNER, LLC, a Delaware limited liability company, whose address is 2200 Atlantic Street, Suite 520, Stamford, Connecticut 06902, hereinafter called the Grantor, to TSR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located entirely within Pasco County, Florida, whose address is 2300 Glades Road, Suite 410w, Boca Raton, Florida 33431, hereinafter called the Grantee:

**WITNESSETH:** That the Grantor, for good and valuable consideration by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's successors and/or assigns, all that certain land located in Pasco County, Florida more particularly described on <u>Exhibit "A"</u> attached hereto and by reference made a part hereof (the "<u>Land</u>").

### This conveyance is to provide right-of-way and ownership of the CDD ADD Parcel 18

**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** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Land in fee simple; and that the Grantor has good right and lawful authority to sell and convey said Land; and that the Grantor hereby specially warrants the title to said Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the said Land is free of all encumbrances, except taxes accruing subsequent to the date of this Deed, and covenants, conditions, easements, restrictions, and reservations of record.

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

### WAYPOINT TAMPA STARKEY OWNER,

LLC, a Delaware limited liability company

By:	
Printed Name:	
As its:	

Signed, sealed and delivered in the presence of:

1<sup>st</sup> Witness signature

2<sup>nd</sup> Witness signature

1<sup>st</sup> Witness print name

2<sup>nd</sup> Witness print name

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

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

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and of the County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_\_\_, of Waypoint Tampa Starkey Owner, LLC, a Delaware limited liability company, and that he/she/they acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under the authority duly vested in him/her/them by said company. (She/He is personally known to me) or (has) produced \_\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SEAL

Notary Signature My Commission Expires:

SECTION 27, TOWNSHIP 265, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-05 LEGEND COR = CORNER PB = PLAT BOOK PG = PAGE POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT R/W = RIGHT-OF-WAY SR = STATE ROAD TRACT C-1 WEST R/W LINE GUNN HIGHWAY N89'53'23"E 1003.00' S LONG SPUR 5 CDD ADD PARCEL 18 8 S89'53'23"W 998.59' 24 0 STARKEY RANCH VILLAGE 2 PHASE PB 75, PG 126 POB DRIVE STARKEY RANCH DOWNTOWN INFRASTRUCTURE FENCEPOST ST R/M.LINE PB 76, PG 21 TRACT C-1 EAST N11'35'23"W 499.04 POC 100 200 0 SW COR. FENCEPOST DR SCALE: 1"=200' SR 54 LINE TABLE LINE BEARING LENGTH L1 S00'56'58"E 64.01' CURVE TABLE CURVE ARC RADIUS DELTA CHORD BEARING, LENGTH N07'13'16"W, 195.02 C1 195.10 1968.00' 5'40'48 C2 136.50 1968.00 3'58'26" N02'23'48"W, 136.47 C3 54.73 89'35'57" S45'18'38"E, 49.32 35.00 C4 57.59' 35.00' 94'16'15" S42'45'16"W, 51.31 SHEET 1 OF 2 NOT A SURVEY ITEM DATE BY QC POLARIS ASSOCIATES INC. STARKEY RANCH PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 LONG SPUR SKETCH & DESCRIPTION 06/12/20 JT JDF H: \JN\4821\DWG\4821SD LONG SPUR.DWG (727) 461-6113

<u>Exhibit "A"</u> Sketch and Legal Description for Long Spur Right-of-Way

SECTION 27, TOWNSHIP 26S, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-05

#### DESCRIPTION

A PORTION OF TRACT C-1, STARKEY RANCH DOWNTOWN INFRASTRUCTURE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF FENCEPOST DRIVE, ACCORDING TO SAID PLAT OF STARKEY RANCH VILLAGE 2 PHASE 2A, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID FENCEPOST DRIVE, THE FOLLOWING TWO (2) COURSES: 1) N.11'35'23"W., 499.04 FEET; 2) NORTHERLY, 195.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1968.00 FEET AND A CENTRAL ANGLE OF 05'40'48" (CHORD BEARING N.07'13'16"W., 195.02 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, 136.50 FEET HAVING A CENTRAL ANGLE OF 03'58'26" (CHORD BEARING N.02'23'48"W., 136.47 FEET) TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 54.73 FEET, HAVING A CENTRAL ANGLE OF 89'35'57" (CHORD BEARING S.45'18'38"E., 49.32 FEET); THENCE N.89'53'23"E., 1003.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GUNN HIGHWAY, ACCORDING TO THE AFORESAID PLAT OF STARKEY RANCH DOWNTOWN INFRASTRUCTURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.OO'56'58"E., 64.01 FEET; THENCE S.89'53'23"W., 998.59 FEET TO THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THROUGH A CENTRAL ANGLE OF 94'16'15" (CHORD BEARING S.42'45'16"W., 51.31 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.536 ACRES (66,928 SF), MORE OR LESS.

#### NOTES

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE ON FENCEPOST DRIVE, BEING N11'35'23"W.

- 2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
- 3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
- 4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Justin terrome

NOT A SURVEY

PROFESSIONAL LAND SURVEYOR LS 6958, STATE OF FLORIDA

JUSTIN FERRANS

SHEET 2 OF 2

POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D

CLEARWATER, FLORIDA 33765 (727) 461-6113

ITEM	DATE	BY	QC	STARKEY RANCH
SKETCH & DESCRIPTION	06/12/20	Л	JDF	LONG SPUR
H:\JN\4821\DWG\4821SD	LONG SPUR	DWG		

PREPARED BY AND RETURN TO: Alyssa C. Willson, Esq. Hopping Green & Sams, P.A. 119 South Monroe Street Tallahassee, FL 32301

Parcel ID (Folio): <u>27-26-17-0120-0C100-0000</u> Ref/Project Name: <u>Long Spur Right-of-Way</u>

### WARRANTY DEED

THIS WARRANTY DEED made the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by TSR Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located entirely within Pasco County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called the grantor, to Pasco County, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of)

**WITNESSETH:** That the grantor, for good and valuable consideration by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Pasco County, State of Florida, viz:

### SEE EXHIBIT "A"

### ATTACHED HERETO AND BY REFERENCE MADE 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 the grantor hereby covenants with said grantee that the grantor is lawfully seized of

said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except such maintenance and access easement recorded in the Official Records of Pasco County at \_\_\_\_\_ and taxes accruing subsequent to\_\_\_\_\_, 2020.

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

> **TSR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

BY:\_\_\_\_\_ Printed Name:\_\_\_\_\_ As its:\_\_\_\_\_

Signed, sealed and delivered in the presence of:

1<sup>st</sup> Witness signature

2<sup>nd</sup> Witness signature

1<sup>st</sup> Witness print name

2<sup>nd</sup> Witness print name

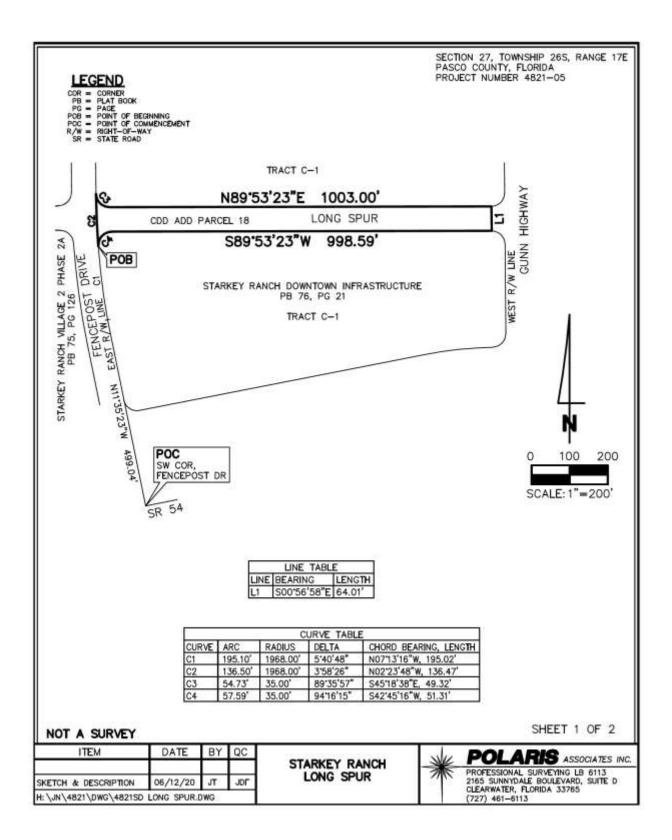
### **STATE OF FLORIDA** COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_\_, 2020, by \_\_\_\_\_\_, as Chairman of the TSR Community Development District, for and on behalf of the District, who is [\_\_\_] is personally known to me or [\_\_\_] produced \_\_\_\_\_\_as identification.

> Print Name: Notary Public, State of Florida

### Exhibit A

Sketch and Legal Description for Long Spur Right of Way



SECTION 27, TOWNSHIP 26S, RANGE 17E PASCO COUNTY, FLORIDA PROJECT NUMBER 4821-05

#### DESCRIPTION

A PORTION OF TRACT C-1, STARKEY RANCH DOWNTOWN INFRASTRUCTURE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 76, PAGE 21, OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA, LYING IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 17 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF FENCEPOST DRIVE, ACCORDING TO SAID PLAT OF STARKEY RANCH VILLAGE 2 PHASE 2A, RUN THENCE ALONG THE EASTERLY RIGHT OF WAY OF SAID FENCEPOST DRIVE, THE FOLLOWING TWO (2) COURSES: 1) N.11'35'23''W, 499.04 FEET; 2) NORTHERLY, 195.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1968.00 FEET AND A CENTRAL ANGLE OF 05'40'48" (CHORD BEARING N.07'13'16''W, 195.02 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE, 136.50 FEET HAVING A CENTRAL ANGLE OF 03'58'26" (CHORD BEARING N.02'23'48''W, 136.47 FEET) TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 54.73 FEET, HAVING A CENTRAL ANGLE OF 89'35'57" (CHORD BEARING S.45'18'38''E., 49.32 FEET); THENCE N.89'53'23''E., 1003.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GUNN HIGHWAY, ACCORDING TO THE AFORESAID PLAT OF STARKEY RANCH DOWNTOWN INFRASTRUCTURE; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.00'56'58''E., 64.01 FEET; THENCE S.89'53'23''W, 998.59 FEET TO THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID WESTERLY RIGHT OF WAY, S.00'56'58''E., 64.01 FEET; THENCE S.89'53'23''W, 998.59 FEET TO THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THENCE ALONG SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THENCE ALONG SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THENCE ALONG SOUTHEASTERLY, HAVING A RADIUS OF 35.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 57.59 FEET, THENCE ALONG THE ARC OF 94'16'15" (CHORD BEARING S.42'45'16''W, 51.31 FEET) TO THE POINT OF BEGINNING.

CONTAINING 1.536 ACRES (66,928 SF), MORE OR LESS.

### NOTES

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE ON FENCEPOST DRIVE, BEING N11'35'23"W.

2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.

- 3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
- 4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
- 5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

#### CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

12. SALE	1 1 2 2 3 4 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2
Justin	torome
0	20837-83-022-03-022-023-023-023-023-023-023-023

JUSTIN FERRANS PROFESSIONAL LAND SURVEYOR LS 6958, STATE OF FLORIDA

SHEET 2 OF 2

NOT A SURVEY

DATE	BY	QC		POLARIS ASSOCIATES INC.
		JDF	STARKEY RANCH LONG SPUR	PROFESSIONAL SURVEYING LB 6113 2165 SUNNYDALE BOULEVARD, SUITE D CLEARWATER, FLORIDA 33765 (727) 461-6113
	06/12/20	DATE BY 06/12/20 JT .ONG SPUR.DWG	06/12/20 JT JDF	06/12/20 JT JDF LONG SPUR

## **TSR** COMMUNITY DEVELOPMENT DISTRICT



TSR	COMMUNITY DEVELOPMENT DISTRICT					
BOARD OF SUPER	VISORS FISCAL YEAR 2020/2021 MEETING SC	HEDULE				
Cunningham F	<b>LOCATION</b> Park, 12131 Rangeland Blvd., Odessa, Florida 33	3556				
DATE	DATE POTENTIAL DISCUSSION/FOCUS					
October 14, 2020	Regular Meeting	9:00 AM				
	//us02web.zoom.us/j/88999391957 Meeting ID ocation: 1-929-205-6099 Meeting ID: 889 9939 19					
	Scation. 1-929-203-0099 Meeting iD. 889 9939 1	557				
November 4, 2020*	Landowners' Meeting & Regular Meeting	9:00 AM				
December 2, 2020	Regular Meeting	5:00 PM				
December 9, 2020, rescheduled to December 2, 2020	Regular Meeting	5:00 PM				
January 13, 2021	Regular Meeting	9:00 AM				
February 10, 2021	Regular Meeting	5:00 PM				
March 10, 2021	Regular Meeting	9:00 AM				
April 13, 2021	Regular Meeting	5:00 PM				
May 12, 2021	Regular Meeting	9:00 AM				
June 9, 2021	Regular Meeting	5:00 PM				
July 13, 2020	Regular Meeting	9:00 AM				
August 11, 2021	Regular Meeting	9:00 AM				
September 14, 2021	Public Hearing and Regular Meeting	9:00 AM				

\*Exception:

November date is one week earlier to accommodate Veteran's Day holiday

## **TSR** COMMUNITY DEVELOPMENT DISTRICT



## YEAR IN REVIEW 2020

Submitted by: Sydney Manas, Lifestyle Director Alex Murphy, Operations Director

## WTS.

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## MARKETING AND PROMOTIONS OVERVIEW

SEGMENT	OPEN RATE	CLICK RATE	SOFT BOUNCE RATE	ABUSE COMPLAII	NT RATE	UNSUBSCRIBE RATE
Starkey Ranch Email Blasts	38.6% 5% .2% 0%		0%		.1%	
SEGMENT	CURRENT TOTAL	APP DOWNLOADS	AVG. MONTHLY PUS	H NOTIFICATIONS	AVG. M	ONTHLY USAGE (APP OPENS)
Starkey Ranch App	2479		25		7447	
SEGMENT	NUMBER OF	FOLLOWERS	AVG MONTH	ILY POSTS	_	MONTHLY ENGAGEMENT (LIKES, COMMENTS)
Facebook	5,719		20		19,100 (a	lso includes clicks and shares)
Instagram	1,882		16		607	



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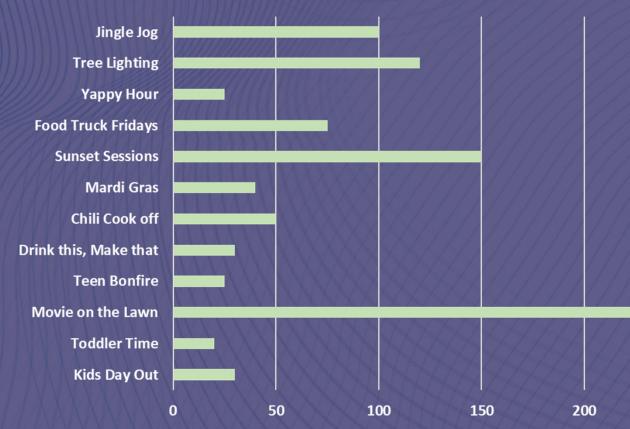
 STARKEY RANCH
MOVIE IN THE PARK
The Grinch (2018)
DECEMBER 12, 2020 6 PM TO 8 PM WHITFIELD PARK
ANDY & DRINKS WILL BE AVAILABLI DR PURCHASE. CASH ONLY, PLEASE

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## IN-PERSON PROGRAMMING

Programing shifted in March from in person to virtual and at home programs .The Lifestyle team adapted quickly to the changes and made the most out of a challenging year. Mid-Summer, we reintroduced some in person social programs outdoor, in which we were able to distance people and put all precautions in place. Here are some highlights from our 2020 in person program calendar.



### ANNUAL PROGRAM ENGAGEMENT



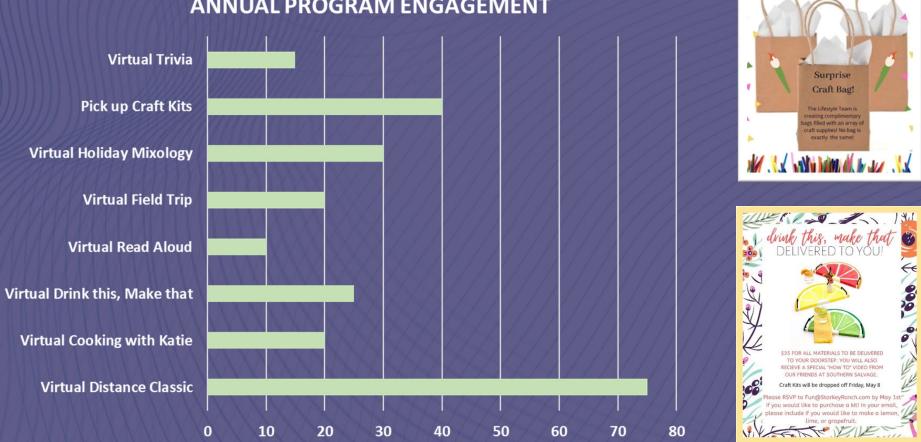


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### VIRTUAL PROGRAMMING



**ANNUAL PROGRAM ENGAGEMENT** 

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Building Better Lifestyles.

Starkey

4

## PROGRAM HIGHLIGHTS



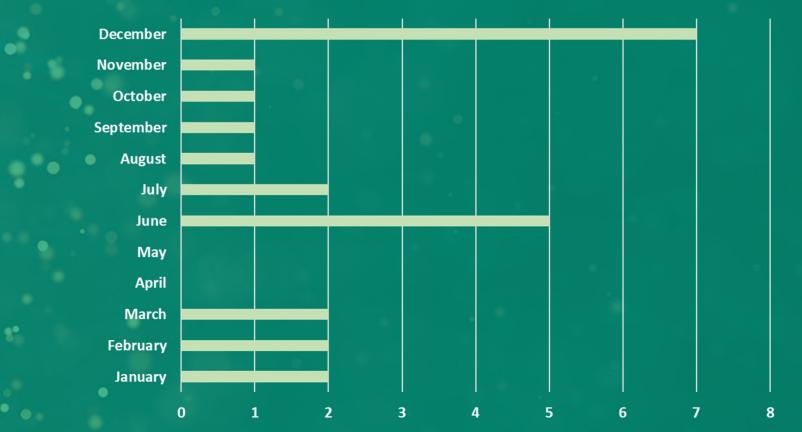
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## FACILITY RENTALS

Monthly private rentals of Cunningham Hall and Whitfield & Homestead park pavilions.



### TOTAL MONTHLY RENTAL NUMBERS

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NTS<sup>international</sup>

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### Where life takes root₅

## FACILITY OPERATIONS-MAJOR PROJECTS COMPLETED IN 2020

ITEM	STATUS	CONCLUSION
Window shade stuck and damaged at Cunningham Hall	Complete	Vendor has been out to take a look and will reschedule next site visit to complete repairs.
Damage to playground equipment (spinner) at Homestead Park	Complete	Repair took place in December 7 <sup>th</sup> .
Starkey Ranch signs on SR54 wear and tear	In Progress	Repairs are ongoing to maintain this sign.
Need trailer and pressure washer for in house maintenance team.	Ongoing	Pressure washer has been delivered and is getting lots of use! Trailer is not yet on site.
Wood chips on playground need replenishment	In Progress	To be completed early January 2021
AC at Homestead Park Pool bathrooms not working	Complete	Women's room restrooms are back up and running. Men's room in progress.
Whitfield Pool surface is delaminating in multiple spots	In Progress	Pool vendor repairs as needed. Quotes for resurfacing have been presented to board, repair is tabled until 2021-22 budget.
Glass rock in fire pit at Whitfield are a safety hazard	Complete	Replaced with river rock. Glass was sharp and being thrown in pool by kids.
Wood footbridges wear and tear	Ongoing	Continuously replacing boards as needed
Need fios and wifi at Homestead Pool (Spectrum)	Complete	Hot spot was installed and is now working properly
Splash pad water feature chipping and floor surface wear and tear	Complete	Water features were repainted and the floor was replaced
People were using water fountains to wash up after canoeing and kayaking	Complete	Facilities staff built a foot wash station on deck at Cunningham

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### **RESIDENT COMMENTARY**

Staff faced all new challenges this year and continued to pivot accordingly as things changed. Our team of Park and Event Attendants became Pool Attendants and are now back to Park Attendants. While residents struggled with the frustration of closed amenities, ever changing amenity hours, new rental procedures, etc., all in all, the team did a fantastic job of continuing to roll with the punches!

### **COMMENTARY FROM OUR RESIDENTS**

I don't know who it is that organizes all of this, but if no one has ever told you thank you, I am right now. We are renting and we have lived in a lot of communities. I am telling you, y'all are doing a great job!

To the Starkey Ranch Lifestyle Team,

Thank you so much for all that you are doing for Starkey Ranch! I am sure you are bombarded with emails and negativity, but I just wanted to take a minute and say that we appreciate you. I hope that you are all staying safe and are able to be at home with your families.

Words cannot express how much Larry and I appreciate all that you did to make his Birthday extra special! Thank you so much for being a very important part of the Scavenger Hunt Surprise. Larry has repeatedly told me that, "this is a Birthday he will never forget!" We had a GREAT day! He posted the whole adventure on Facebook and included a photo of YOU! (see photos attached).

You ladies rock! Thank you so very much for being so thoughtful! I got home a little while ago and found the Halloween treats. And they are all ok for my Ry-Guy(that is our nickname for Ryan) to eat too! 7 I ran out and have my two ready to go to drop off a little later. This is so much fun!

You're simply the best! Thank you for everything you do to make living here the best days of our lives. We are so thankful!



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## 2021 FORECAST

In 2021, we are excited to slowly get back to our full schedule of in person events and programs when it is safe to do so. We will continue to incorporate COVID safe outdoor programs and continue to curate virtual/at home programs.

RECURRING				
Toddler Time/Read Aloud (Every other Monday)				
Yappy Hour (monthly)				
Food Truck Fridays (First Friday)				
Themed 5k Runs (Monthly October-April)				
First Saturdays in the Park				
Coffee Club (Every other Thursdays)				
Drink this, Make that (Monthly)				
Group Exercise-Zumba and Yoga (Weekly)				
Sunset Sessions poolside music series (Monthly March-October)				
Kids Night Out-Return TBD (Monthly)				
Q1 JANUARY-MARCH	Q2 APRIL-JUNE			
Polar Bear Plunge	Father's Day Cornhole Tournament			
Chili Cook Off	Wildlife Seminar			
Valentines Day Picnic	Spring Fling Egg Hunt and Bunny Brunch			
Poolside Bingo	Popcorn in the Park			
Spring Break Bash	Wine in the Garden			
Mardi Gras Mix & Mingle	Mother's Day Brunch			
Q3 JULY-SEPTEMBER	Q4 OCTOBER-DECEMBER			
Kids Themed Mini-Camps	Harvest Fest			
SWIM Program (group and private lessons)	Adult Murder Mystery Night			
4 <sup>th</sup> of July Bike Brigade Parade	Teen Kickball Torunament			
Weekly Family Poolside Games and Sweet Treats	Oktoberfest Beer and Bingo			
Labor Day BBQ	Hometown Holiday			
Aqua Blast Class (weekly)	Annual Tree Lighting and Cookies with the Clauses			

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# Starkey, RANCH

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## **TSR** COMMUNITY DEVELOPMENT DISTRICT



### TSR FY 2021 Landscape Work Orders As of 1/6/21

DTE (W/O) #24683			
Heart Pine & SR 54 Entry		\$2,345	
#25809		<i>+_,</i>	
LK Blanche #1		\$2,818	
LK Blanche #2		\$1 <i>,</i> 995	
Monroe Commons #3		\$0	
LK Blanche Median #4		\$1,699	
LG Spur W Med #5		\$0	
Welcome Center #6		\$0	
R&R Damaged Peanut #7		\$3,235	
Cunningham Pk #8		\$0	
Cunningham Park Mulch #9		\$0	
Cunningham Park Coquina Shell #1	10	\$0	
Long Spur W LS/IRR #11		\$0	
Whitfield Park LS/IRR #12		<u>\$1,333</u>	
		\$11,079	
#25810			
Gunn Entry LS/IRR #13		ćo	
Homestead Dog PK LS/IRR #14 Homestead Pool Area #15		\$0 \$0	
LK Blanche Circle LS/IRR #16		<u>\$0</u>	Defer till the Spring
#25831		<b>Ş</b> 0	Deler till tile spring
Village 3 tree replace #17		\$3,150	
Nightstar Turf and Irr #18		\$565	
Starkey Blvd Entry Peanut/IRR #19	9	<u>\$3,285</u>	
		\$7,000	
#27854		. ,	
Heart Pine 54 to Welcome Turf		\$2,300	
#28147			
Pine Trees Heart Pine S Park		\$600	
#28882			
Item #16 on sept inspection - pine		\$325	
#28883			
Turf dammage night star		\$740	
Already Encumbered			\$24,389 New
DTE W/O			
#907/#908			
Restake trees Villages 3 & Publix		\$1,710	
RBK ground kits			
#27517			
Lyon & Chapin replant storm drain	n rpr	\$4,469	
#27052		40-	
Jet in and restake a tree		\$95	
#27046 Wild Crass /Long Spur replant cinkl	holo	61 202	
Wild Grass/Long Spur replant sinkl	noie	<u>\$1,383</u>	
	Total	\$33 N/F	
	TULAI	\$32,046	