



Rizzetta & Company

# **Waterset South Community Development District**

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## **Board of Supervisors' Meeting July 13, 2023**

**District Office:  
2700 S Falkenburg Rd.  
Suite 2745  
Riverview, FL 33578**

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

# **WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578

<b>District Board of Supervisors</b>	Deneen Klenke Pete Williams Lenny Woster Lynda McMorrow Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	Alyssa Willson	Kutak Rock LLP
<b>District Engineer</b>	Tim Plate	Heidt Design LLC

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

**Board of Supervisors  
Waterset South Community  
Development District**

July 5, 2023

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterset South Community Development District will be held on **Thursday, July 13, 2023, at 10:00 a.m., or immediately following the Waterset Central CDD meeting**, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. The following is the agenda for this meeting:

**BOARD OF SUPERVISORS' MEETING:**

- 1. CALL TO ORDER/ ROLLE CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Administer Oath of Office to Amanda King
  - B. Consideration of Minutes of the Board of Supervisors' Regular Meeting held on June 8, 2023 .....Tab 1
  - C. Consideration of Operation & Maintenance Expenditures for May 2023 .....Tab 2
- 4. BUSINESS ITEMS**
  - A. Discussion of Toll Brothers AQ Non-Resident User Fee .....Tab 3
  - B. Consideration of Resolution 2023-16; Removing Assistant Secretary .....Tab 4
  - C. Consideration of Resolution 2023-17; Re-Designating Secretary .....Tab 5
  - D. Consideration of Landscape Agreement (under separate cover)
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    - i. Discussion of Street Light District
  - C. District Manager
- 6. AUDIENCE COMMENTS AND 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 813-933-5571.

Sincerely,

*Matthew Huber*

Matthew Huber  
Regional District Manager

# Tab 1

**MINUTES OF MEETING**

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

**WATERSET SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Waterset South Community Development District was held on **Thursday, June 8, 2023, at 11:16 am** at the Offices of Rizzetta & Company, located at 2700 S Falkenburg Ave #2745, Riverview, FL 33578.

Present and constituting a quorum:

Deneen Klenke	<b>Board Supervisor, Chairman</b>
Lynda McMorrow	<b>Board Supervisor, Assistant Secretary</b>
Lenny Woster	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matthew Huber	<b>Regional District Manager; Rizzetta &amp; Co., Inc.</b>
Ruben Durand	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Mike O’Nolan	<b>District Manager, Rizzetta &amp; Co., Inc.</b>
Alyssa Willson	<b>District Counsel; Kutak Rock LLP</b> (via conference call)
Kate John	<b>District Counsel; Kutak Rock LLP</b> (via conference call)
Eric Francis	<b>DE; Heidt Design</b> (via conference call)
Katiria Parodi	<b>Clubhouse Manager, Castle Group</b>
Tony Smith	<b>Representative; Sitex Aquatics</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Huber called the meeting to order and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

No audience present.

**THIRD ORDER OF BUSINESS**

**Appointment of Replacement  
Supervisor**

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board appointed Amanda King as Board Supervisor for seat 2 with a term of 2022 to 2026, for the Waterset South Community Development District.
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**WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**  
**June 8, 2023 - Minutes of Meeting**  
**Page 2**

48 **FOURTH ORDER OF BUSINESS** **Consideration of Proposal for Cattail**  
49 **Removal**  
50

51 Mr. Smith presented a proposals for cattail removal and maintenance. A brief  
52 discussion ensued regarding allowing three days to complete the removal.  
53

On a motion by Ms. Klenke seconded by Mr. Woster, the Board approved the proposal from Sitex Aquatics to remove cattails at a cost of \$17,865.00 as discussed, for the Waterset South Community Development District.

54  
On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved the proposal from Sitex Aquatics for maintenance of areas where cattails are removed at a cost of \$23,520.00, for the Waterset South Community Development District.

55 **FIFTH ORDER OF BUSINESS** **Consideration of the Audit Committee**  
56 **Minutes held on May 11, 2023**  
57  
58

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved the Minutes of the Audit Committee Meeting held on May 11, 2023, for the Waterset South Community Development District.

59 **SIXTH ORDER OF BUSINESS** **Consideration of the Regular Meeting**  
60 **Minutes held on May 11, 202**  
61  
62  
63

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved the Minutes of the Regular Meeting held on May 11, 2023, for the Waterset South Community Development District.

64 **SEVENTH ORDER OF BUSINESS** **Consideration of Operation &**  
65 **Maintenance Expenditures April 2023**  
66  
67

On a motion by Ms. Klenke seconded by Mr. Woster, the Board ratified the operation and maintenance expenditures for April 2023 in the amount of \$16,967.82, for the Waterset South Community Development District.

68 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2023-14;**  
69 **Re-Designating Officers of the District**  
70  
71

72 **A recommendation was made** that Ms. King be made Chair and Mr. Williams  
73 remain as Vice Chair, the remaining sitting Supervisors will be named Assistant Secretaries  
74 along with Mathew Huber and Ruben Durand for signatory purposes.  
75

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved Resolution 2023-14 Re-Designating Officers of the District naming Amanda King as Chair, Pete Williams as Vice Chair, and Deneen Klenke, Lenny Woster, Lynda McMorrow, Mathew Huber, and Ruben Durand as Assistant Secretaries, for the Waterset South Community Development District.

76 **NINTH ORDER OF BUSINESS** **Discussion to Toll Brothers AQ Non-**  
77 **Resident User Fee**

78  
79 The Board tabled this matter until next month.

80  
81 **TENTH ORDER OF BUSINESS** **Presentation of FY 2023/2024**  
82 **Proposed Budget**

83  
84 Mr. Huber presented the FY 2023/2024 proposed budget totaling \$611,675,  
85 highlighting various line items with increases over the current year.

86  
87 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2023-15;**  
88 **Approving FY 2023/2024 Proposed**  
89 **Budget and Setting the Public Hearing**  
90 **on the Final Budget**

91  
On a motion by Ms. Klenke, seconded by Mr. Woster, the Board approved Resolution 2023-15; approving the FY 2023/2024 proposed budget totaling \$611,675 and setting the public hearing on the final budget for August 10, 2023, at 10:00 a.m. at the Offices of Rizzetta & Company, located at 2700 S Falkenburg Ave #2745, Riverview, FL 33578, for the Waterset South Community Development District.

92  
93 **TWELFTH ORDER OF BUSINESS** **Staff Reports**

94  
95 **A. District Counsel**

96  
97 Ms. Wilson recommended that the Board ratify the Drainage Agreement and  
98 provide updates to the Interlocal Agreement. The Board tabled action on the  
99 Interlocal Agreement and asked that she work with Mr. Francis and Ms. King  
100 to finalize it.

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board of Supervisors ratified execution of the Drainage Easement, for the Waterset South Community Development District.

101  
102 **B. District Engineer**

103  
104 No report.

105  
106 **C. District Manager**

107  
108 Mr. Huber presented the District Manager report to the Board. He reminded  
109 the Board that the next meeting will be held on July 13, 2023, at 10:00 a.m. or  
110 immediately following the adjournment of the Waterset Central meeting.

111  
112 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Requests**

113  
114 There were no Supervisor requests made.

117 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Ms. Klenke, seconded by Mr. Woster, the Board of Supervisors adjourned the meeting at 12:17 p.m, for the Waterset South Community Development District.

118  
119  
120  
121  
122

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

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

DRAFT

## **Tab 2**

# Waterset South 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.watersetsouthcdd.org](http://www.watersetsouthcdd.org)

## Operations and Maintenance Expenditures May 2023 For Board Approval

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

The total items being presented: **\$29,962.41**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

\_\_\_\_Assistant Secretary

## Waterset South Community Development District

### Paid Operation & Maintenance Expenditures

May 1, 2023 Through May 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hillsborough County BOCC	ACH	2643318705 04/23	5568 Waterset Blvd. 04/23	\$ 20.85
Kutak Rock, LLP	100043	3210504	General Counsel - Legal Services 03/23	\$ 1,661.67
Rizzetta & Company, Inc.	100041	INV0000079627	District Management Fees 05/23	\$ 4,100.00
Sunset Park Title Company LLC	100042	042823 Sunset	Refund for Check #016561	\$ 12,445.09
TECO	ACH	221008801724 04/23 ACH	Lighting Services 04/23	\$ 11,290.80
Times Publishing Company	100044	0000285461 04/30/23	Legal Advertising Customer Account #324589 04/30/23	\$ <u>444.00</u>
<b>Report Total</b>				<b>\$ <u>29,962.41</u></b>



Hillsborough County Florida

S-Page 1 of 3

<b>CUSTOMER NAME</b> WATERSET SOUTH CDD	<b>ACCOUNT NUMBER</b> 2643318705	<b>BILL DATE</b> 05/03/2023	<b>DUE DATE</b> 05/24/2023
--	-------------------------------------	--------------------------------	-------------------------------



**Summary of Account Charges**

Previous Balance	\$24.02
Net Payments - Thank You	\$-24.02
Total Account Charges	<b>\$20.85</b>

<b>AMOUNT DUE</b>	<b>\$20.85</b>
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**Important Message**

Code Inspectors uphold the County's water use restrictions ordinance. Avoid fines of up to \$500 by following the allowable irrigation days and times and additional rules found on [HCFLGov.net/WaterRestrictions](http://HCFLGov.net/WaterRestrictions). Call (813) 224-8993 to report a violation.



This is your summary of charges. Detailed charges by premise are listed on the following page(s)



Hillsborough County Florida

Make checks payable to: **BOCC**

ACCOUNT NUMBER: 2643318705



**ELECTRONIC PAYMENTS BY CHECK OR**

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



**THANK YOU!**



WATERSET SOUTH CDD  
3434 COLWELL AVENUE  
TAMPA FL 33614-8390

1,439 8

<b>DUE DATE</b>	05/24/2023
<b>AMOUNT DUE</b>	\$20.85
<b>AMOUNT PAID</b>	<b>\$20.85</b>

0026433187056 00000020859



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	05/03/2023	05/24/2023

Service Address: 5568 WATERSET BLVD - COMM RCLM IRRIG

S-Page 2 of 3



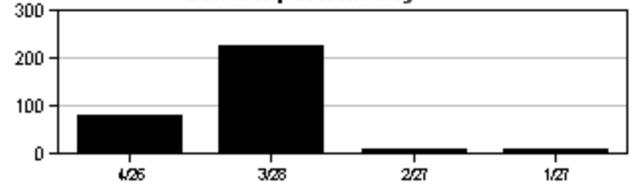
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702082010	03/28/2023	252	04/26/2023	331	79 GAL	ESTIMATED	RECLAIM

**Service Address Charges**

Reclaimed Water Charge	\$5.22
<b>Total Service Address Charges</b>	<b>\$5.22</b>

An estimated read was used to calculate your bill

Consumption History



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
WATERSET SOUTH CDD	2643318705	05/03/2023	05/24/2023

Service Address: 5448 WATERSET BLVD - COMM RCLM IRRIG

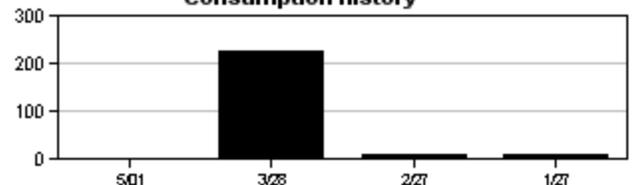
S-Page 2 of 3

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702109180	03/28/2023	252	05/01/2023	252	0 GAL	ACTUAL	RECLAIM

**Service Address Charges**

Reclaimed Water Charge	\$5.21
<b>Total Service Address Charges</b>	<b>\$5.21</b>

Consumption History





Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
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WATERSET SOUTH CDD 2643318705 05/03/2023 05/24/2023

Service Address: 5421 SUMMER SUNSET DR - COMM RCLM IRRIG

S-Page 3 of 3



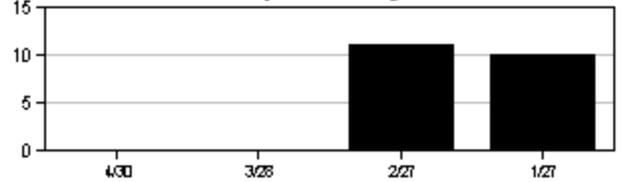
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702138184	03/28/2023	25	04/30/2023	25	0 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$5.21

Total Service Address Charges \$5.21

Consumption History



Hillsborough County Florida

CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
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WATERSET SOUTH CDD 2643318705 05/03/2023 05/24/2023

Service Address: 6021 GOLDEN NETTLE DR - COMM RCLM IRRIG

S-Page 3 of 3

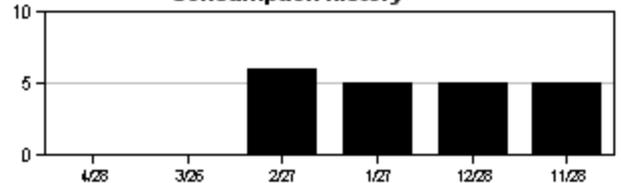
METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION	READ TYPE	METER DESCRIPTION
702045274	03/26/2023	25	04/28/2023	25	0 GAL	ACTUAL	RECLAIM

Service Address Charges

Reclaimed Water Charge \$5.21

Total Service Address Charges \$5.21

Consumption History



**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

April 28, 2023

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3210504

Client Matter No. 28623-1

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Mr. Jerry Whited  
Waterset South CDD  
c/o Rizzetta & Company, Inc.  
Suite 200  
3434 Colwell Avenue  
Tampa, FL 33614

Invoice No. 3210504  
28623-1

Re: General Counsel

For Professional Legal Services Rendered

03/03/23	K. John	1.40	350.00	Review agenda items; prepare board meeting materials
03/04/23	S. Sandy	0.50	192.50	Monitor 2023 legislative session for legislation pertaining to or affecting District
03/06/23	A. Willson	0.20	59.00	Confer with Scroggins and Huber regarding developer funding items
03/07/23	A. Willson	0.10	29.50	Confer with Mahoney regarding developer funding agreement
03/08/23	A. Willson	0.60	177.00	Confer with Cole regarding funding agreement; review meeting agenda; prepare materials for board meeting
03/09/23	A. Willson	0.60	177.00	Attend board meeting
03/21/23	K. John	0.30	75.00	Attend teams meeting regarding interlocal agreement with Durand, McCormick, and Mai
03/21/23	A. Willson	0.60	177.00	Review interlocal agreement; confer with Durand, McCormick and Mai

**KUTAK ROCK LLP**

Waterset South CDD  
April 28, 2023  
Client Matter No. 28623-1  
Invoice No. 3210504  
Page 2

03/22/23	A. Willson	0.40	118.00	regarding same Confer with Mahoney regarding access to district facilities; confer with Francis regarding interlocal agreement
03/23/23	A. Willson	0.70	206.50	Confer with South and Francis regarding interlocal agreement
03/29/23	A. Willson	0.30	88.50	Confer with McCormick and Mai regarding interlocal agreement

TOTAL HOURS 5.70

TOTAL FOR SERVICES RENDERED \$1,650.00

DISBURSEMENTS

Freight and Postage 11.67

TOTAL DISBURSEMENTS 11.67

TOTAL CURRENT AMOUNT DUE \$1,661.67

**RECEIVED**  
04/28/23

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

**Invoice**

Date	Invoice #
5/1/2023	INV0000079627

**Bill To:**

Waterset South CDD 3434 Colwell Ave Suite 200 Tampa FL 33614
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Services for the month of	Terms	Client Number
May	Upon Receipt	00184

Description	Qty	Rate	Amount
Accounting Services	1.00	\$1,600.00	\$1,600.00
Administrative Services	1.00	\$350.00	\$350.00
Financial & Revenue Collections	1.00	\$300.00	\$300.00
Management Services	1.00	\$1,750.00	\$1,750.00
Website Compliance & Management	1.00	\$100.00	\$100.00
<b>Subtotal</b>			\$4,100.00
<b>Total</b>			\$4,100.00

# WATERSET SOUTH 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.crosscreeknorthcdd.org](http://www.crosscreeknorthcdd.org)

## Check Request

Amount: \$12,445.09

Date: 04/28/2023

Payable To: Sunset Park Title Company LLC

Reason: Refund for Check #016561

Requestor: Brittney Betts (Staff Accountant)

Directions for Check:

Sunset Park Title Company LLC  
2916 South Falkenburg Road  
Riverview, FL 33578  
(813) 603-6333

Please code to 001-20706



Report run on: 04/14/2023 08:44 AM EDT  
 Deposit number: 8910

Report run by: Cheryl Michael  
 Capture Source: All

## Details of Deposits by Deposit Number - Rizzetta and Company Inc -

Account Name/Number: WATERSET SOUTH-OPERATING ACCOUNT/1100022816541	Number of Deposits: 1	
Account Currency: USD	Total of Deposits Submitted: 12,445.09	
	Total Number of Items: 1	

Deposit Number	Item Count	Post Amount	Credit Amount	Adjustment	Depositor	Location	Deposit Date
0008910	1	12,445.09	12,445.09	0.00	KLOW8B4WYQT CHLTL8	All	04/14/2023 08:44 AM
Capture Seq.	R/T	Account Number	Check Number	Post Amount	Credit Amount	Adjustment	
0000001	063104668	0309921672	016561	12,445.09	12,445.09	0.00	

**Online Check Deposit**

Customer ID: 4RIZZETTAAN1155 **\$12,445.09**

Location: All

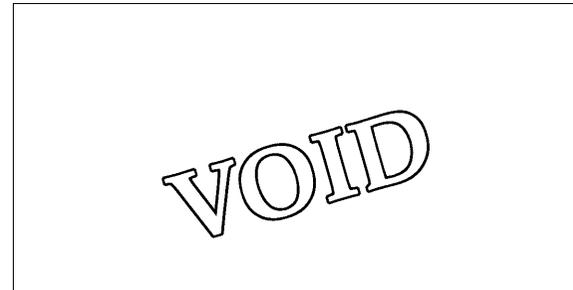
Deposit Date/Time: 2023/04/14 08:43:52

Deposit Number: 008910

521177771      1100022816541      0013

Front                      Item Number 0000000



Back

# Details of Deposits by Deposit Number - Rizzetta and Company Inc -

Account Name/Number: WATERSET SOUTH-OPERATING ACCOUNT/1100022816541

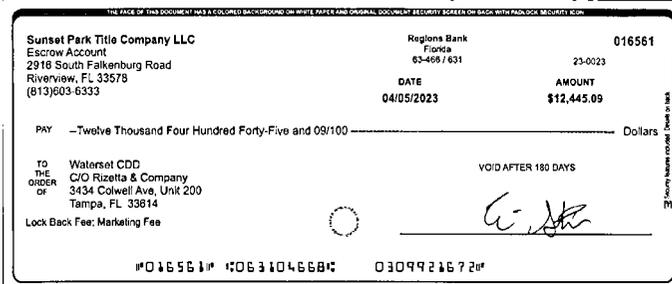
Number of Deposits: 1

Account Currency: USD

Total of Deposits Submitted: 12,445.09

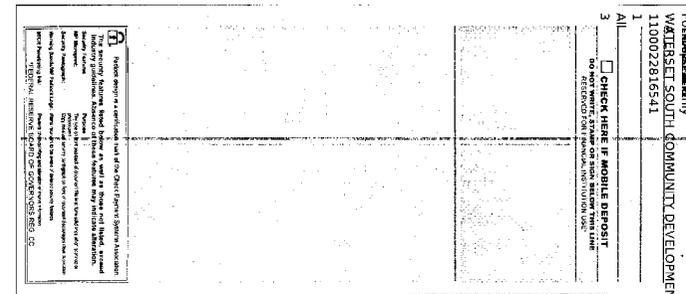
(continued)

Total Number of Items: 1



Front

Item Number 000001



Back

Sunset Park Title Company LLC

\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

16561

Borrower: Ana Rosalie Marinovic and Gavin Adrian Doublet Reed

Seller: CF GTIS II WATERSET, LLC, a Delaware LLC

Lender: Homebridge Financial Services, Inc.

Property: 5514 SUMMER SUNSET DRIVE/Apollo Beach

8010816382

Settlement Date: April 4, 2023

Disbursement Date: April 5, 2023

Check Amount: \$12,445.09

23-0023/55

Pay To: Waterset CDD

For: Lock Back Fee; Marketing Fee

Lock Back Fee (H.06) \$5,351.51; Marketing Fee (H.07) \$7,093.58

Closer/Responsible Party: Melisha Morillo

RECEIVED  
APR 10 2023  
BY: .....

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

Sunset Park Title Company LLC

Regions Bank

016558

Escrow Account

Florida

63-466 / 631

23-0023

2916 South Falkenburg Road

Riverview, FL 33578

(813)603-6333

DATE

AMOUNT

04/05/2023

\$50.00

PAY --Fifty and 00/100

Dollars

TO Rizzetta & Company  
THE 3434 Colwell Ave, Unit 200  
ORDER OF Tampa, FL 33614

VOID AFTER 180 DAYS

CDD Estoppel Fee



*[Handwritten Signature]*

⑈016558⑈ ⑆063104668⑆

0309921672⑈

Security features included. Details on back.

Sunset Park Title Company LLC

\*\*\*\* REAL ESTATE CLOSING \*\*\*\*

16558

Borrower: Ana Rosalie Marinovic and Gavin Adrian Doublet Reed

Seller: CF GTIS II WATERSET, LLC, a Delaware LLC

Lender: Homebridge Financial Services, Inc.

Property: 5514 SUMMER SUNSET DRIVE/Apollo Beach

8010816382

Settlement Date: April 4, 2023

Disbursement Date: April 5, 2023

Check Amount: \$50.00

23-0023/55

Pay To: Rizzetta & Company

For: CDD Estoppel Fee

CDD Estoppel Fee (H.01) \$50.00

Closer/Responsible Party: Melisha Morillo

RECEIVED  
APR 10 2023  
BY: .....



**Prepared By:**

Sunset Park Title Company LLC  
2916 South Falkenburg Road  
Riverview, FL 33578

**Return To:**

Sunset Park Title Company LLC  
2916 South Falkenburg Road  
Riverview, FL 33578

Order No.: 23-0023

Property Appraiser's Parcel I.D. (folio) Number:  
054186-0334 and

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this April 4, 2023 by CF GTIS II WATERSET, LLC, a Delaware LLC existing under the laws of Delaware, and having its principal place of business at 4065 Crescent Park Drive, Riverview, FL 33578 (the "Grantor"), and Ana Rosalie Marinovic and Gavin Adrian Doublet Reed, wife and husband whose post office address is 5514 SUMMER SUNSET DRIVE, Apollo Beach, FL 33572, (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of HILLSBOROUGH, State of Florida, viz:

Lot 28, Block 6, WATERSET WOLF CREEK PHASES A AND D1 AND WATERSET BOULEVARD TECO EXTENSION AND COVINGTON GARDEN DRIVE TECO EXTENSION, according to the map or plat thereof as recorded in Plat Book 142, Pages 12 through 31, inclusive, of the Public Records of Hillsborough County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise 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 claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

*Janet Lee Chattin*  
Witness Signature  
Janet Lee Chattin  
Printed Name of First Witness

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Printed Name of Second Witness

CF GTIS II WATERSET, LLC, a Delaware LLC

BY: *Elizabeth A. Bradburn*  
Elizabeth A. Bradburn  
CFO

**Grantor Address:**  
4065 Crescent Park Drive  
Riverview, FL 33578

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of        Physical Presence or        Online Notarization on 4-4-23, by Elizabeth A. Bradburn, CFO of CF GTIS II WATERSET, LLC, a Delaware LLC.

Personally known         
or Produced Identification         
Type of Identification Produced         
*Ashley Loftis*  
Notary Public  
Print Name:  
My Commission Expires:



**ASHLEY LOFTIS**  
Commission # HH 179108  
Expires September 28, 2025  
Banded Thru Budget Notary Services



# ACCOUNT INVOICE

tampaelectric.com



Statement Date: 05/04/2023  
Account: 221008801724

WATERSET SOUTH CDD  
C/O WOLF CREEK PH A, D1  
APOLLO BEACH, FL 33572

<b>Current month's charges:</b>	<b>\$11,290.80</b>
<b>Total amount due:</b>	<b>\$11,290.80</b>
<b>Payment Due By:</b>	<b>05/25/2023</b>

## Your Account Summary

Previous Amount Due	\$11,290.80
Payment(s) Received Since Last Statement	-\$11,290.80
<b>Current Month's Charges</b>	<b>\$11,290.80</b>
<b>Total Amount Due</b>	<b>\$11,290.80</b>

This was been paid by ACH over the phone.  
Payment Confirmation Number #100017742722

**DOWNED IS DANGEROUS!**

If you see a downed power line, move a safe distance away and call 911.

Visit [TampaElectric.com/Safety](http://TampaElectric.com/Safety) for more safety tips.

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

**Save Energy. Save Money.**

It's never been easier with help from our many rebate programs for business.

[TampaElectric.com/BizSave](http://TampaElectric.com/BizSave).

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



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008801724

<b>Current month's charges:</b>	<b>\$11,290.80</b>
<b>Total amount due:</b>	<b>\$11,290.80</b>
<b>Payment Due By:</b>	<b>05/25/2023</b>
<b>Amount Enclosed</b>	<b>\$ _____</b>

647680232530

WATERSET SOUTH CDD  
C/O WOLF CREEK PH A, D1  
3434 COLWELL AVE, STE 200  
TAMPA, FL 33614-8390

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

6476802325302210088017240000011290802



tampaelectric.com

## Contact Information

### Residential Customer Care

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

### Commercial Customer Care

866-832-6249

### Hearing Impaired/TTY

711

### Power Outages Toll-Free

877-588-1010

### Energy-Saving Programs

813-275-3909

### Mail Payments to

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

### All Other Correspondence

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

## Understanding Your Electric Charges

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

**Basic Service Charge** – A fixed daily amount that covers the cost to provide service to your location. This charge is billed monthly regardless of any electricity used.

**Bright Choices<sup>SM</sup>** – The associated fees and charges for leased outdoor lighting services.

**Budget Billing** – Optional plan averages your home's last 12 monthly billing periods so you pay the same amount for your service each month.

**Clean Energy Transition Mechanism (CETM)** – A charge to recover costs associated with electric meter upgrades and the closing of certain coal generating plants to support Tampa Electric's transition to produce clean energy.

**Energy Charge** – For residential, small commercial and lighting customers, includes the cost (except fuel) of producing and delivering the electricity you purchased, including conservation, environmental and capacity cost recovery charges. For other customers, the three cost recovery charges appear as separate line items.

**Estimated** – If Tampa Electric was unable to read your meter, "ESTIMATED" will appear. Your meter will be read next month, and any difference will be adjusted accordingly.

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

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

**Franchise Fee** – A fee levied by a municipality for the right to utilize public property to provide electric service. The fee is collected by Tampa Electric and paid to the municipality.

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

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

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

**Municipal Public Service Tax** – Many municipalities levy a tax on the electricity you use. It is collected by Tampa Electric and paid to the municipality.

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

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

**Share** – A Tampa Electric program administered by the Salvation Army and the Catholic Charities Diocese of St. Petersburg that helps pay energy bills of customers in need. If you choose to contribute, your contribution is tax deductible and is matched by Tampa Electric.

**Storm Protection Charge** – The cost of additional hardening efforts to further protect the power grid from hurricanes or other extreme weather events.

**Storm Surcharge** – The charge that will recover the cost of storms charged to the storm reserve.

**Sun Select<sup>SM</sup>** – The cost of producing energy you purchased from dedicated solar generation facilities. You pay no fuel charge for the Sun Select portion of your bill.

**Sun to Go<sup>SM</sup>** – The amount of electricity purchased from solar generating sources serving the Sun to Go program, which provides optional renewable energy purchases in 200 kWh blocks.

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

**Zap Cap Systems<sup>®</sup>** – Surge protection for your home or business sold separately as a non-energy charge.

For more information about your bill, please visit [tampaelectric.com](http://tampaelectric.com).

### Your payment options are:

- Schedule free one-time or recurring payments at [tecoaccount.com](http://tecoaccount.com) using a checking or savings account.
- Mail your payment in the enclosed envelope. Please allow sufficient time for delivery.
- Pay in person at an authorized Western Union payment location, which can be found at [tampaelectric.com](http://tampaelectric.com).
- Pay by credit card using KUBRA EZ-PAY at [tecoaccount.com](http://tecoaccount.com) or by calling **866-689-6469**.  
(A convenience fee will be charged to your bank account or credit card.)

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

**Please note:** If you choose to pay your bill at a location not listed on our website or provided by Tampa Electric, you are paying someone who is not authorized to act as a payment agent of Tampa Electric. You bear the risk that this unauthorized party will not relay the payment to Tampa Electric and do so in a timely fashion. Tampa Electric is not responsible for payments made to unauthorized agents, including their failure to deliver or timely deliver the payment to us. Such failures may result in late payment charges to your account or service disconnection.



# ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g+](#) [You Tube](#) [in](#)

**Account:** 221008801724  
**Statement Date:** 05/04/2023  
**Current month's charges due** 05/25/2023

## Details of Charges – Service from 03/30/2023 to 04/28/2023

Service for: , APOLLO BEACH, FL 33572

**Rate Schedule: Lighting Service**

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

Lighting Energy Charge	4351 kWh @ \$0.03511/kWh	\$152.76
Fixture & Maintenance Charge	229 Fixtures	\$3737.28
Lighting Pole / Wire	229 Poles	\$6363.91
Lighting Fuel Charge	4351 kWh @ \$0.05169/kWh	\$224.90
Storm Protection Charge	4351 kWh @ \$0.01466/kWh	\$63.79
Clean Energy Transition Mechanism	4351 kWh @ \$0.00036/kWh	\$1.57
Storm Surcharge	4351 kWh @ \$0.00326/kWh	\$14.18
Florida Gross Receipt Tax		\$11.72
State Tax		\$720.69
<b>Lighting Charges</b>		<b>\$11,290.80</b>
<b>Total Current Month's Charges</b>		<b>\$11,290.80</b>

## Important Messages

### Be prepared this storm season

Visit your county's emergency management website to determine your flood zone, your hurricane evacuation zone, get flood depth data, flood insurance information or help with property flood protection.

### Help for those with special needs

Emergency authorities can assist with arranging transportation or finding a shelter for those with special needs. A statewide registry provides county health departments and emergency management agencies with information to prepare and respond to disasters. Visit [FloridaDisaster.org](http://FloridaDisaster.org) to learn more.

### More clean energy to you

Tampa Electric has reduced its use of coal by 94% over the past 20 years and has cut its carbon footprint in half. This is all made possible through investments in technology that help us use more solar and cleaner, domestically produced natural gas to produce electricity. Today, Tampa Electric is the state's top producer of solar energy per customer. In 2022, our solar plants saved customers approximately \$78 million in fuel costs. Learn more at [TampaElectric.com/SolarSavingsForYou](http://TampaElectric.com/SolarSavingsForYou). Our diverse fuel mix for the 12-month period ending Mar. 2023 includes Natural Gas 78%, Purchased Power 10%, Solar 7% and Coal 5%.

# Tampa Bay Times

tampabay.com

Times Publishing Company  
DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

## ADVERTISING INVOICE

MAY - 8 2023

Advertising Run Dates		Advertiser Name	
04/30/23		WATERSET SOUTH CDD	
Billing Date	Sales Rep	Customer Account	
04/30/2023	Deirdre Bonett	324589	
Total Amount Due		Ad Number	
\$444.00		0000285461	

### PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
04/30/23	04/30/23	0000285461	Times	Legals CLS	Review Meeting	1	2x41 L	\$440.00
04/30/23	04/30/23	0000285461	Tampabay.com	Legals CLS	Review Meeting AffidavitMaterial	1	2x41 L	\$0.00 \$4.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

# Tampa Bay Times

tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

### ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates		Advertiser Name	
04/30/23		WATERSET SOUTH CDD	
Billing Date	Sales Rep	Customer Account	
04/30/2023	Deirdre Bonett	324589	
Total Amount Due		Ad Number	
\$444.00		0000285461	

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

REMIT TO:

WATERSET SOUTH CDD  
C/O RIZETTA  
3434 COLWELL AVENUE SUITE 200  
TAMPA, FL 33614

Times Publishing Company  
DEPT 3396  
PO BOX 123396  
DALLAS, TX 75312-3396

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Hillsborough

} SS

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Review Meeting** was published in said newspaper by print in the issues of **4/30/23** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough County, Florida** and that the said newspaper has heretofore been continuously published in said **Hillsborough County, Florida** each day and has been entered as a second class mail matter at the post office in said **Hillsborough County, Florida** for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Signature Affiant

Sworn to and subscribed before me this **04/30/2023**



Signature of Notary Public

Personally known           X           or produced identification

Type of identification produced \_\_\_\_\_

**NOTICE OF PROPOSAL REVIEW COMMITTEE MEETING  
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of Waterset South Community Development District will hold their regular meeting on Thursday, May 11, 2023, at 10:00 a.m., or immediately following the Waterset Central CDD meeting, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There will be an Audit Committee just prior to the onset of the Board of Supervisors' meeting. The Audit Committee will review, discuss and evaluate the proposals submitted in response to the RFP for Audit Services.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from the District Office, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There may be an occasion where one or more supervisors will participate by speaker telephone.

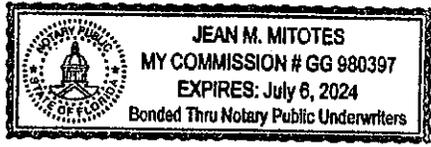
Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 or 7-1-1 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Matthew Huber  
Regional District Manager  
Run Date: 4/30/23

0000285461-1

MAY 8 2023



# Tampa Bay Times

Published Daily

STATE OF FLORIDA  
COUNTY OF Hillsborough

} SS

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Review Meeting** was published in said newspaper by print in the issues of **4/30/23** or by publication on the newspaper's website, if authorized, on

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



Signature Affiant

Sworn to and subscribed before me this **04/30/2023**



Signature of Notary Public

Personally known       X       or produced identification

Type of identification produced \_\_\_\_\_

**NOTICE OF PROPOSAL REVIEW COMMITTEE MEETING  
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of Wateraset South Community Development District will hold their regular meeting on Thursday, May 11, 2023, at 10:00 a.m., or immediately following the Wateraset Central CDD meeting, at the Offices of Rizzetta & Company, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There will be an Audit Committee just prior to the onset of the Board of Supervisors' meeting. The Audit Committee will review, discuss and evaluate the proposals submitted in response to the RFP for Audit Services.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for this meeting may be obtained from the District Office, located at 2700 S. Falkenburg Rd., Suite 2745, Riverview, FL 33578. There may be an occasion where one or more supervisors will participate by speaker telephone.

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Matthew Huber  
Regional District Manager  
Run Date: 4/30/23

0000285461-1



## **Tab 3**

## Interlocal Agreement for Recreational Facilities

This Interlocal Agreement for Recreational Facilities (“**Agreement**”) is made and entered into by and between Waterset North Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset North**”) Waterset Central Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset Central**”), and Waterset South Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes* (“**Waterset South**”) (Waterset North, Waterset Central and Waterset South are collectively referred to as the “**Parties**” and are individually referred to as a “**Party**”).

The Boards of Supervisors of Waterset North and Waterset Central, respectively, hereby each agree that this Agreement amends, restates, and supersedes the prior Interlocal Agreement for Recreational Facilities, approved by the Board of Supervisors of Waterset North on February 13, 2018, and approved by the Board of Supervisors of Waterset Central on February 8, 2018 (the “**Prior Interlocal Agreement**”). The terms of this Agreement shall replace all terms of the Prior Interlocal Agreement, and the Prior Interlocal Agreement shall have no further force and effect.

### RECITALS

**WHEREAS**, the real property located within the boundaries of Waterset North, the real property located within the boundaries of Waterset Central, and the real property located within the boundaries of Waterset South is being developed as a single, cohesive community known as Waterset (the “**Waterset Community**”); and

**WHEREAS**, Waterset North was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 07-3, as amended, for purposes including the financing, construction, operation and maintenance of community infrastructure which includes, but is not limited to, a range of recreational facilities, including two (2) community amenities, known as The Landing, and The Lakeside, as well as parks and trails (the “**Waterset North Facilities**”); and

**WHEREAS**, Waterset Central was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 17-25, for purposes including the financing, construction, operation and maintenance of community infrastructure which includes, but is not limited to, a range of recreational facilities, including an amenity building and sports campus known as The Waterset Club, a wide path along Waterset Boulevard, known as The Esplanade, parks and trails, and a second amenity center (the Phase 5B Amenity) anticipated to open in Spring 2023 (the “**Waterset Central Facilities**”); and

**WHEREAS**, Waterset South was established by the Hillsborough County Board of County Commissioners, pursuant to Ordinance No. 22-19, for purposes including the financing,

construction, operation and maintenance of community infrastructure which includes, but is not limited to, a range of recreational facilities, including a planned amenity center anticipated to include a pool, sports courts and clubhouse, and parks and trails (the “**Waterset South Facilities**”); and

**WHEREAS**, Waterset North and Waterset Center have each respectively planned, designed and constructed the Waterset North Facilities and the Waterset Central Facilities, with a vision and intent that the combined, and collective provision and use of these facilities will provide the broadest range and benefit to all of the current and future landowners and residents of the Waterset Community, specifically all of the landowners and residents of Waterset North, all of the landowners and residents of Waterset Central, and all of the landowners and residents of Waterset South; and

**WHEREAS**, Waterset South is respectively planning, designing and constructing the Waterset South Facilities, with a vision and intent that the combined, and collective provision and use of these facilities will provide the broadest range and benefit to all of the current and future landowners and residents of the Waterset Community, specifically all of the landowners and residents of Waterset North, all of the landowners and residents of Waterset Central, and all of the landowners and residents of Waterset South except as stated herein; and

**WHEREAS**, Waterset South has an age-qualified unit type (the “Age Qualified Unit”) that will only have access to the Waterset South Facilities through payment of a user fee (the “User Fee”) set by the Waterset South Board; and

**WHEREAS**, Waterset South shall, pursuant to Chapters 190 and 120, Florida Statutes, set the annual User Fee for such Age Qualified Unit based on the average differential in annual debt service and operation and maintenance assessments between the Age Qualified Unit and Conventional Units (as such term is defined in the Waterset South Community Development District Master Special Assessment Allocation Report dated August 9, 2022) within Waterset South as such amounts may be levied annually; and

**WHEREAS**, Waterset North, Waterset Central, and Waterset South each desire to effectively structure this Agreement so that each Party, for the benefit of all of the residents and landowners of Waterset North, Waterset Central, and Waterset South may benefit from the equal opportunity to use the Waterset North Facilities, the Waterset Central Facilities, and the Waterset South Facilities; and

**WHEREAS**, each landowner will be responsible of a fair and reasonable allocation of the costs of operating and maintaining the Facilities; and

**WHEREAS**, each of the Parties have estimated the anticipated ongoing maintenance and operating costs for their respective Facilities, and have determined that adequate provisions exist for fair and equitable payment of such costs from the respective anticipated budgets of

each Party to this Agreement, and therefore at this time no financial contribution between the Parties hereto is justified or required; and

**WHEREAS**, beginning in Fiscal Year 2026 (October 1, 2025 – September 30, 2026), the Parties will annually review and determine whether the allocation of operating and maintenance costs for all of the Facilities (the “**Facilities O&M Costs**”) remains fair and reasonable based on the benefits received by each Party and each Party’s landowners, or whether an annual adjustment, or true-up of Facilities O&M Costs, resulting in a payment from one District to the other is necessary to ensure that the costs are reasonably and fairly allocated to each Party and its landowners, based on the special benefits received by the landowners in each District; and

**WHEREAS**, governmental entities, including the Parties, are authorized by the Florida Interlocal Cooperation Act of 1969, and specifically by Section 163.01(5), *Florida Statutes*, to enter into a joint exercise of power and enter into contracts for the provision and shared use of facilities and services, for the payment of public funds and the method or formula for equitably providing for and allocating operating and maintenance costs, providing for the adjudication of disputes and conflicts, and any other necessary and proper matters agreed upon by the Parties; and

**WHEREAS**, it is the purpose and intent of the Parties to enter into this Agreement, and thereby make the most efficient and beneficial use of their respective powers, resources and capabilities, by providing for the shared use of the Waterset North Facilities, the Waterset Central Facilities, and the Waterset South Facilities, by all of the landowners and residents of the Parties; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, Waterset North, Waterset Central, and Waterset South agree as follows:

**SECTION 1. Recitals.** The Recitals set forth above are true and correct, and form a material part of this Agreement.

**SECTION 2. Authority.** This Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and Laws of the State of Florida, including expressly, but not limited to, the authority of Section 163.01, *Florida Statutes* and Chapter 190, *Florida Statutes*.

**SECTION 3. Shared Use of Waterset North Facilities, Waterset Central Facilities, and Waterset South Facilities.** Waterset North grants to the residents and landowners of Waterset Central and Conventional Unit residents and landowners of Waterset South, the non-exclusive right to use all of the Waterset North Facilities on the same terms as the residents and landowners of Waterset North, and in accordance with the then-effective policies and rules of Waterset North. The Board of Supervisors of Waterset North shall take no action which

modifies or adversely affects the rights of the residents and landowners of Waterset Central and Conventional Unit residents and landowners of Waterset South to use the Waterset North Facilities subject to the same terms and conditions such facilities are used by the residents and landowners of Waterset North.

Waterset Central grants to the landowners and residents of Waterset North and Conventional Unit residents and landowners of Waterset South, the non-exclusive right to use all of the Waterset Central Facilities on the same terms as the residents and landowners of Waterset Central, and in accordance with the then-effective policies and rules of Waterset Central. The Board of Supervisors of Waterset Central shall take no action which modifies or adversely affects the rights of the residents and landowners of Waterset North and Conventional Unit residents and landowners of Waterset South to use the Waterset Central Facilities, subject to the same terms and conditions such facilities are used by the residents and landowners of Waterset Central.

Waterset South grants to the landowners and residents of Waterset North and Waterset Central, respectively, the non-exclusive right to use all of the Waterset South Facilities on the same terms as the Conventional Unit residents and landowners of Waterset South, and in accordance with the then-effective policies and rules of Waterset South. The Board of Supervisors of Waterset South shall take no action which modifies or adversely affects the rights of the residents and landowners of Waterset North and Waterset Central to use the Waterset South Facilities, subject to the same terms and conditions such facilities are used by the Conventional Unit residents and landowners of Waterset South.

Additionally, Waterset Central and Waterset North shall extend such rights granted herein to the Waterset South Conventional Unit residents and landowners to any Age Qualified unit residents and landowners that have paid a User Fee for the current fiscal year.

**SECTION 4. Fair and Reasonable Allocation of Facilities O&M Costs Based on Special Benefit.**

The Boards of each District have determined that beginning on the Effective Date of this Agreement, and continuing through September 30, 2025, it is fair and equitable, based on the special benefit to each Party and its landowners, for each Party to pay the respective operations and maintenance costs for the Facilities located solely within that respective Party's geographic boundaries.

In anticipation of the Budget preparation and approval process for Fiscal Year 2026, and annually thereafter, the Board of each District shall review the Facilities O&M Costs and shall determine if the allocation of Facilities O&M Costs requires an annual adjustment, or true-up of such costs, resulting in a payment from one or more Districts to any of the others, in order to ensure that the Facilities O&M Costs are reasonably and fairly allocated to each Party and its

landowners, based on the special benefits received by the landowners in each District. For purposes of such review done in accordance with this Section 4, Waterset South's reasonable and fair allocation shall be based on the assessed Conventional Units only and shall not include the Age Qualified Units. Furthermore, Waterset South shall annually provide one-third of all User Fees collected from Age Qualified Unit residents and landowners to each Waterset Central and Waterset North. In the event that both Parties or one Party deem an adjustment or true-up of costs to be fair and equitable, then the Parties shall use their best efforts to mutually agree upon the allocation adjustment which is necessary and appropriate, and shall ensure that the adjustment or true-up payment is incorporated into the Fiscal Year Budget for each District.

If the Parties cannot mutually agree, then a Joint Committee of the Parties shall be established, comprised of one (1) designee appointed by the Boards of each Party, and one (1) designee who is mutually agreed upon by all three (3) Parties. The Parties shall agree upon the members of the Joint Committee no later than November 1<sup>st</sup>. The Joint Committee shall review all of the relevant facts and issues related to determining a fair and equitable allocation of the Facilities O&M Costs, and shall make a Final Recommendation to the Boards of each Party as to any necessary and appropriate adjustment no later than December 1<sup>st</sup>. In the event that one or more of the Boards does not accept the recommendation of the Joint Committee prior to February 1<sup>st</sup>, then any Party may seek a judicial determination regarding the fair and reasonable allocation of costs based on special benefit received by the Parties and the landowners of each Party, and such determination shall govern the future allocation of Facilities O&M Costs.

#### **SECTION 5. Term and Renewal.**

This Interlocal Agreement shall take effect as of the dates set forth above and shall remain in effect until September 30, 2028. The term of this Agreement will be automatically extended for additional two (2) year terms unless any party notifies the other parties, in writing, by certified mail, prior to the expiration of the then current term, of its intention not to renew to Agreement. Until terminated, the Agreement shall continue in full force and effect during the initial term and during any extensions of the initial term.

#### **SECTION 6. Amendment, Waiver and Consent.**

This Agreement may be amended only by mutual agreement evidenced by written instrument, approved for Waterset North by its Board of Supervisors, approved for Waterset Central by its Board of Supervisors, and approved for Waterset South by its Board of Supervisors. Neither this Agreement, nor any portion of it, may be modified or waived orally. Any party to this Agreement shall have the right, but not the obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations or conditions. However, any such waiver shall be valid only if approved and expressly granted in writing by the Board of Supervisors of such party.

**SECTION 7. Validity.** After the opportunity for consultation with legal counsel, the Boards of Supervisors for Waterset North, Waterset Central, and Waterset South each respectively represents and warrants to the other parties its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on a claim of illegality, invalidity or unenforceability of any nature. The Boards of Supervisors for Waterset North, Waterset Central, and Waterset South each respectively represents, warrants and covenants to and with the other parties (i) that this Agreement has been validly approved at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective Party in accordance with the terms of this Agreement (assuming the due authorization, execution and delivery of this Agreement by the other Parties hereto).

**SECTION 8. Indemnification.** To the extent permitted by law, and from legally available funds, each of the Parties hereto (in the context of this Section, an “**Indemnifying Party**”) shall defend, indemnify and save harmless the other Parties, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys’ fees, arising out of or resulting from the negligent or wrongful acts or omissions of such Indemnifying Party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to this Agreement. The Parties agree that nothing in this Agreement shall serve as or be construed as a waiver by any Party of that Party’s limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law. The provisions contained in this Agreement will survive the expiration or termination of this Agreement.

**SECTION 9. Force Majeure.** No Party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause affecting the Party obliged to perform.

**SECTION 10. Enforcement and Remedies.** The Parties hereto shall be entitled to all remedies at law or in equity, including expressly, but not limited to, injunctive relief and specific performance to enforce this Agreement.

**SECTION 11. Binding Effect; Third-Party Beneficiary.** This Agreement is binding upon and enforceable only by the Parties hereto. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity or agency, other than the Parties hereto, any right, remedy or claim under or by reason of this Agreement or any provisions or conditions of this Agreement.

**SECTION 12. No Assignment.** Except as otherwise set forth herein, the rights and obligations under this Agreement shall not be assigned directly or indirectly to any other person or entity.

**SECTION 13. Termination.** A Party shall provide a minimum of twelve (12)

months written notice of its intent to terminate the Agreement to the other Parties hereto.

**SECTION 14. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Hillsborough County, Florida.

**SECTION 15. Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their content, nor are they to affect the construction of, or to be taken into consideration in interpreting this Agreement.

**SECTION 16. Ambiguities and Construction.** The Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the opportunity to consult with legal counsel prior to each Party's execution, such that all language herein shall be construed equally against the Parties, and no language shall be construed strictly against its drafter.

**SECTION 17. Full Agreement; Filing with Clerk of the Circuit Court.** This Agreement contains the entire agreement of the Parties with respect to the matters addressed herein. Previous agreements and understandings of the Parties with respect to such matters are null and void and of no effect. In accord with Subsection 163.01(11), Florida Statutes, this Agreement and all amendments hereto shall be filed with the Clerk of the Circuit Court for Hillsborough County, Florida.

**SECTION 18. Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: (i) three (3) business days after being deposited in the United States mail, postage prepaid certified or registered mail, or (ii) the next business day after being deposited with a recognized overnight mail or courier delivery service; or (iii) when personally delivered; and addressed as follows (or to such other person or at such other address, of which any Party to this Agreement shall give written notice as provided herein):

If to Waterset North: District Manager, Waterset North Community Development  
District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

With a copy to: Andrew Mai, District Counsel  
Fishback Dominick  
1947 Lee Road  
Winter Park, Florida 32789-1834

If to Waterset Central: District Manager, Waterset Central Community Development  
District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

With a copy to: Erin McCormick, District Counsel  
Erin McCormick Law, PA  
3314 Henderson Boulevard  
Suite 103  
Tampa, Florida 33609

If to Waterset South: District Manager, Waterset South Community Development  
District  
Rizzetta & Company, Inc.  
3434 Colwell Avenue  
Suite 200  
Tampa, Florida 33614

With a copy to: Alyssa Willson, District Counsel  
Kutak Rock LLP  
107 W College Avenue Tallahassee, Florida 32301

In all cases, notices shall be deemed delivered to a Party only upon delivery of copies to the persons indicated above in the same manner as for the Party being notified.

WHEREFORE, Waterset North, Waterset Central, and Waterset South have executed this Interlocal Agreement as of the date and year first written above.

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_

**WATERSET NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_

**WATERSET CENTRAL COMMUNITY  
DEVELOPMENT DISTRICT**

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

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
As: \_\_\_\_\_

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

**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 Waterset North Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is ( ) personally known to me, or ( ) has produced \_\_\_\_\_ as identification.

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Printed name of Notary Public

**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 Waterset Central Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is ( ) personally known to me, or ( ) has produced \_\_\_\_\_ as identification.

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Printed name of Notary Public

**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 Waterset South Community Development District, a community development district established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. He/She is ( ) personally known to me, or ( ) has produced \_\_\_\_\_ as identification.

SWORN to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Printed name of Notary Public

DRAFT

## **Tab 4**

**RESOLUTION 2023-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT REMOVING AN ASSISTANT SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Waterset South Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Pasco County, Florida; and

**WHEREAS**, the District's Board of Supervisors desires to remove an Assistant Secretary of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT THAT:**

**SECTION 1.** Jerry Whited is hereby removed as an Assistant Secretary of the District.

**SECTION 2.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

ATTEST:

**WATERSET SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson / Vice Chairperson  
Board of Supervisors

## **Tab 5**

**RESOLUTION 2023-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT  
REDESIGNATING THE SECRETARY OF THE DISTRICT, AND  
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Waterset South Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2022-01; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
THE WATERSET SOUTH COMMUNITY DEVELOPMENT DISTRICT:**

Section 1.     Scott Brizendine is appointed Secretary

Section 2.     This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 13TH DAY OF JULY, 2023.**

**WATERSET SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**ASSISTANT SECRETARY**