



Rizzetta & Company

# **Wiregrass II Community Development District**

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**Board of Supervisors Meeting  
May 25, 2021**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813.994.1001**

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

## **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

<b>Board of Supervisors</b>	Bill Porter	Chair
	Colby Chandler	Vice Chair
	Hatcher Porter	Assistant Secretary
	Caitlyn Chandler	Assistant Secretary
	Quinn Porter	Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Lindsay Whelan	Hopping, Green & Sams
<b>Interim Engineer</b>	Victor Barbosa	Waldrop Engineering

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. 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.

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**  
**DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544**  
[www.wiregrasscdd.org](http://www.wiregrasscdd.org)

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May 19, 2021

Board of Supervisors  
**Wiregrass Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Wiregrass Community Development District will be held on **Thursday, May 25, 2021 at 10:30 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

**1. CALL TO ORDER/ROLL CALL**

**2. AUDIENCE COMMENTS**

**3. BUSINESS ADMINISTRATION**

- A. Consideration of Minutes of the Board of Supervisors Meeting held on April 22, 2021..... Tab 1
- B. Consideration of Operation & Maintenance Expenditures for April 2021 ..... Tab 2

**4. BUSINESS ITEMS**

- A. Presentation of Fiscal Year 2021/2022 Proposed Budget (under separate cover)
- B. Consideration of Resolution 2021-05, Approving Fiscal Year 2021/2022 Proposed Budget and Setting the Public Hearing on the Final Budget..... Tab 3
- C. Consideration of AMTEC Series 2020 Arbitrage Proposal ..... Tab 4
- D. Consideration of Temporary Construction and Access Agreement ..... Tab 5

**5. STAFF REPORTS**

- A. District Counsel
  - 1. Memorandum on Executive Orders.....Tab 6
- B. District Engineer
- C. District Manager
  - 1. Presentation of Registered Voter Count

**6. AUDIENCE COMMENTS ON OTHER ITEMS**

**7. SUPERVISOR REQUESTS**

**8. ADJOURNMENT**

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

Very truly yours,

Lynn Hayes  
District Manager

cc. Lindsay Whelan, Hopping, Green, & Sams, P.A.  
Nicole Lynn, Ardurra Group, Inc.

## 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.

**WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Wiregrass II Community Development District was held on **Thursday, April 22, 2021 at 10:32 a.m.** at the offices of Rizzetta & Company Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

**AUDIT COMMITTEE MEETING:**

Present were:

Bill Porter	<b>Board Supervisor, Chair</b>
Colby Chandler	<b>Board Supervisor, Vice Chair</b>
Hatcher Porter	<b>Board Supervisor, Assistant Secretary</b>

Also Present were:

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Sheridan	<b>Developer, Locust Branch</b>
Lindsay Whelan	<b>District Counsel, Hopping, Green &amp; Sams</b> <i>(via online)</i>
Victor Barbosa	<b>District Engineer, Waldrop Engineering</b> <i>(via online)</i>

**FIRST ORDER OF BUSINESS**

**Call to Order / Roll Call**

Mr. Hayes confirmed there was a quorum present and called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

No members of general audience in attendance.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board of Supervisors Meeting held on February 25, 2021**

Mr. Hayes presented the minutes and inquired if there were any amendments necessary. There were none.

On a Motion by Mr. Hatcher Porter, seconded by Mr. Colby Chandler, with all in favor, the Board of Supervisors approved the regular meeting minutes from February 25, 2021, for Wiregrass II Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for February and March 2021**

Mr. Hayes presented the Operation and Maintenance Expenditures for February and March 2021.

On a Motion by Mr. Hatcher Porter, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for February (\$6,353.31), and March (\$8,406.23) 2021 for Wiregrass II Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of Ardurra District Engineering Services Contract**

Mr. Hayes reviewed the District Engineering Services Contract with the Board.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Ardurra District Engineering Services Contract with the Wiregrass II Community Development District.

**SIXTH ORDER OF BUSINESS**

**Ratification of Work Authorization Bidding Phase of Wiregrass Ranch Blvd Phase 3B and Phase 4**

On a Motion by Mr. Hatcher Porter, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors ratified the Work Authorization Bidding Phase of Wiregrass Ranch Blvd for Phase 3B and Phase 4, for Wiregrass II Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Whelan indicated she will be out of the office June through September 2021. During her absence, Jonathan Johnston will be the District Counsel. She will be back to attend the October 2021 meeting.

**B. District Engineer**

No report.

**C. District Manager**

Mr. Hayes stated that the next meeting would be May 27, 2021 at 10:30 a.m. at the offices of Rizzetta & Company Inc. located at 5844 Old Pasco Road, Wesley Chapel, FL 33544. He informed the Board he is beginning to work on the budget for Fiscal Year 2021-2022 and plans to provide the proposed budget at that meeting. The Board would like to change the date of the next meeting to May 25<sup>th</sup> if possible.

The District Manager indicated he would get back to the Board after reviewing his schedule.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hayes stated that if there was no more business to come before the Board than a motion to adjourn would be in order.

On a Motion by Mr. Colby Chandler, seconded by Ms. Quinn Porter, with all in favor, the Board of Supervisors adjourned the meeting at 10:39 a.m. for Wiregrass II Community Development District.

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

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

## **Tab 2**



# Wiregrass II Community Development District

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DISTRICT OFFICE · WESLEY CHAPEL, FLORIDA 33544 · (813)-994-1001  
Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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

## **Operations and Maintenance Expenditures April 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2021 through April 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:   **\$3,413.06**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

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

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

## Wiregrass II Community Development District

### Paid Operation & Maintenance Expenditures

April 1, 2021 Through April 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta & Company, Inc.	001080	INV0000057610	District Management Fees 04/21	\$ 2,685.50
Rizzetta Technology Services	001081	INV0000007404	Email & Website Hosting Services 04/21	\$ 175.00
Wiregrass irrigation, LLC	001082	002	Irrigation Service 11/20	\$ 276.28
Wiregrass irrigation, LLC	001083	006	Irrigation Service 03/21	<u>\$ 276.28</u>
<b>Report Total</b>				<u><b>\$ 3,413.06</b></u>

## **Tab 3**

## RESOLUTION 2021-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGET PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; DECLARING IRRIGATION SPECIAL ASSESSMENTS TO FUND THE IRRIGATION PROGRAM ADMINISTRATION PURSUANT TO CHAPTERS 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Wiregrass II Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

**WHEREAS**, it is in the best interest of the District to fund the administrative, operations, and irrigation services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments and irrigation special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (together, "**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

**1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**2. DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544. The Assessments shall be levied within the District on all benefitted

lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2021, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

**3. SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour, and location:

DATE: August 26, 2021  
HOUR: 10:30 a.m.  
LOCATION: Rizzetta & Company, Inc.  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544

**4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

**5. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least 45 days.

**6. PUBLICATION OF NOTICE.** The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Pasco County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

**7. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**8. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 25TH DAY OF MAY 2021.**

ATTEST:

**WIREGRASS II COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary

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Chairman, Board of Supervisors

**Exhibit A**

Fiscal Year 2021/2022 Budget

## Tab 4

**Arbitrage Rebate Computation  
Proposal For  
Wiregrass II  
Community Development District  
(Pasco County, Florida)  
\$10,705,000 Capital Improvement Revenue Bonds  
(Assessment Area One)  
Series 2020**







# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

April 8, 2021

Wiregrass II Community Development District  
c/o Ms. Shandra Torres  
District Compliance Associate  
Rizzetta & Company, Inc.  
3434 Colwell Avenue, Suite 200  
Tampa, FL 33614

Re: \$10,705,000 Wiregrass II Community Development District (Pasco County, Florida),  
Capital Improvement Revenue Bonds (Assessment Area One), Series 2020

To Whom It May Concern:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Wiregrass II Community Development District (the "District") Series 2020 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

### **Firm History**

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,600 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

### **Southeast Client Base**

We provide arbitrage rebate services to over 350 bond issues aggregating more than \$9.1 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Lubbock (TX), the City of Tulsa (OK) and the States of Connecticut, New Jersey, Montana, West Virginia, Vermont, Mississippi and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of November 13<sup>th</sup>, based upon the anniversary date of the Bonds in November 2020.

## Proposal

We are proposing rebate computation services based on the following:

- \$10,705,000 Series 2020 Bonds;
- Fixed Rate Debt; and
- Acquisition & Construction, Cost of Issuance, Reserve and Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Series 2020 Bonds is \$450 per year and will encompass all activity from November 13, 2020, the date of the closing, through November 13, 2025, the end of the 5<sup>th</sup> Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

### AMTEC's Professional Fee – Series 2020 Bonds

Report Date	Type of Report	Period Covered	Fee
October 31, 2021	Rebate and Opinion	Closing – October 31, 2021	\$450
October 31, 2022	Rebate and Opinion	Closing – October 31, 2022	\$450
October 31, 2023	Rebate and Opinion	Closing – October 31, 2023	\$450
October 31, 2024	Rebate and Opinion	Closing – October 31, 2024	\$450
November 13, 2025	Rebate and Opinion	Closing – November 13, 2025	\$450

**In order to begin, we are requesting copies of the following documentation:**

1. US Bank statements for all accounts from November 13, 2020, the date of the closing, through each report date.

### AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;

- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on \_\_\_\_\_, 2021.

Wiregrass II  
Community Development District

Consultant: American Municipal Tax-Exempt  
Compliance Corporation



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

By: \_\_\_\_\_  
Michael J. Scarfo  
Senior Vice President

## **Tab 5**

Prepared By and Return To

Lindsay C. Whelan, Esq.  
Hopping Green & Sams  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this 25<sup>th</sup> day of May, 2021, by and between **DEER POND, LLC**, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 (“**Deer Pond**”), **FLYCATCHER ENTERPRISES, LLC**, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 (“**Flycatcher**”), **MAGGIE POND, LLC**, a Florida limited liability company, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 (“**Maggie Pond**”), **WIREGRASS RANCH, INC.**, a Florida corporation, whose address is 3717 Turman Loop, Suite 102, Wesley Chapel, Florida 33544 (“**Wiregrass Ranch**” and collectively with Deer Pond, Flycatcher, and Maggie Pond, the “**Grantor**”) in favor of **WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain parcel of real property located in Pasco County, Florida, being more particularly described on **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, Grantee intends to complete within the Easement Area, the design, installation and construction of certain roadway improvements, water and sewer improvements, stormwater management facilities, landscaping, hardscaping, signage, and other such improvements as authorized by law, (collectively, the “**Improvements**”); and

**WHEREAS**, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth

and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easement**”).

3. **Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Pasco County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i) and (ii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal,

state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Pasco County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Grantor:** 3717 Turman Loop, Suite 102  
Wesley Chapel, Florida 33544  
Attn: Scott Sheridan

**If to Grantee:** 5844 Old Pasco Road, Suite 100  
Wesley Chapel, Florida 33544  
Attn: District Manager

**With a copy to:** Hopping Green & Sams P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business

day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the date first listed above.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Pasco County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed



hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

Signed, sealed and delivered

in the presence of:

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

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

\_\_\_\_\_  
Chairman, Board of Supervisors

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

**STATE OF FLORIDA  
COUNTY OF PASCO**

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization, this \_\_\_\_ day of May, 2021, by William Porter, as Chairman of **WIREFRASS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

**DEER POND, LLC,**  
a Florida limited liability company

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

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

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of May, 2021, by \_\_\_\_\_, as an authorized representative of **DEER POND, LLC**, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

**FLYCATCHER ENTERPRISES, LLC**,  
a Florida limited liability company

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

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

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of May, 2021, by \_\_\_\_\_, as an authorized representative of **FLYCATCHER ENTERPRISES, LLC**, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

**MAGGIE POND, LLC,**  
a Florida limited liability company

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

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

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of May, 2021, by \_\_\_\_\_, as an authorized representative of **MAGGIE POND, LLC**, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

**WIREGRASS RANCH, INC.,**  
a Florida corporation

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

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

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

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

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of May, 2021, by \_\_\_\_\_, as an authorized representative of **WIREGRASS RANCH, INC.**, a Florida corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

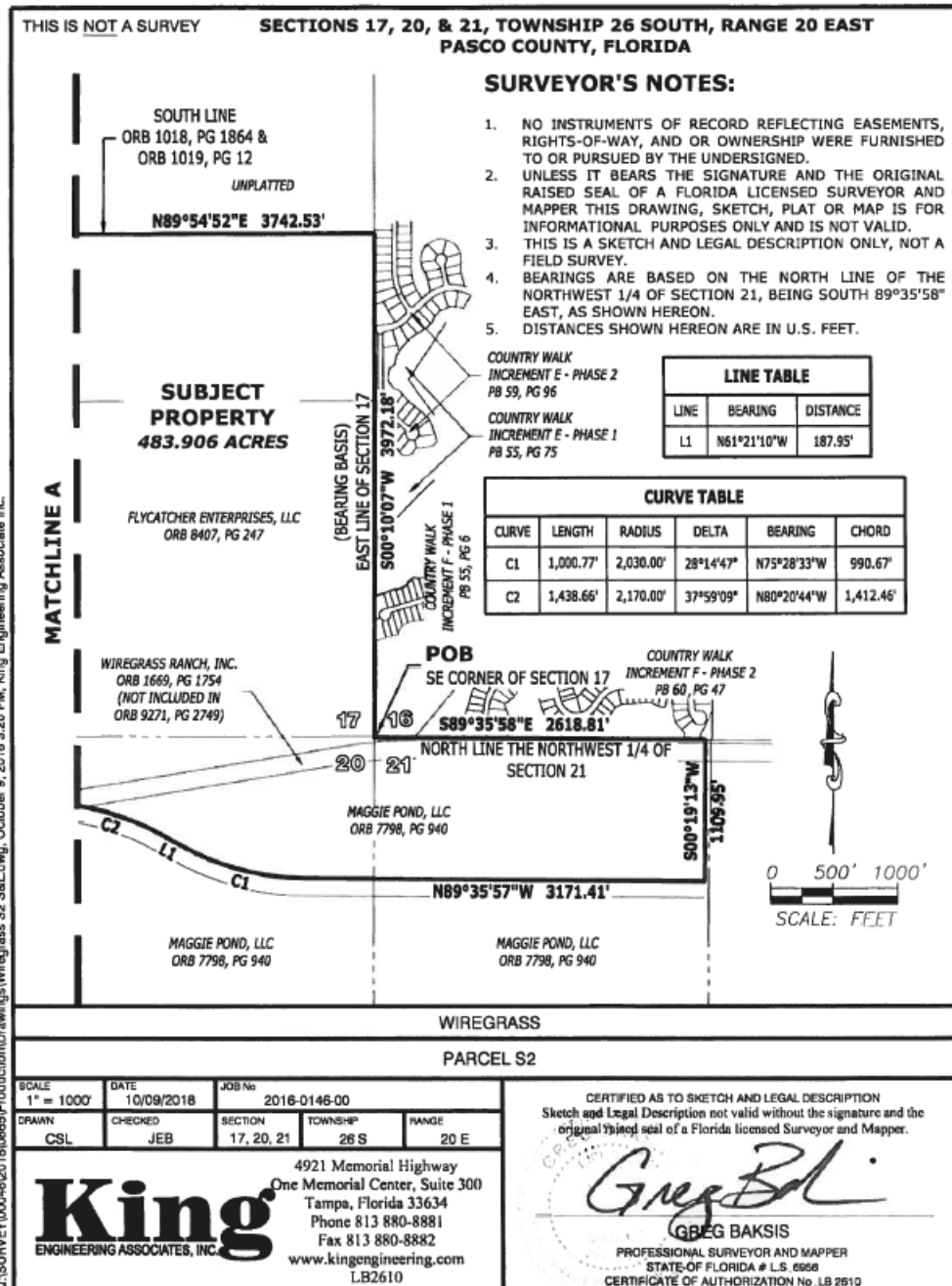
\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit A

### WIREGRASS II COMMUNITY DEVELOPMENT DISTRICT

Parcel S2





THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF SECTIONS 17, 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1669, PAGE 1754, OFFICIAL RECORDS BOOK 7798, PAGE 940, OFFICIAL RECORDS BOOK 8407, PAGE 247, AND OFFICIAL RECORDS BOOK 8871, PAGE 826, ALL OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°35'58" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, A DISTANCE OF 2,618.81 FEET; THENCE SOUTH 00°19'13" WEST, A DISTANCE OF 1,109.95 FEET; THENCE NORTH 89°35'57" WEST, A DISTANCE OF 3,171.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 1,000.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF NORTH 75°28'33" WEST 990.67 FEET; THENCE NORTH 61°21'10" WEST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 1,438.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 37°59'09", AND A CHORD BEARING AND DISTANCE OF NORTH 80°20'44" WEST 1,412.46 FEET; THENCE SOUTH 80°39'41" WEST, A DISTANCE OF 419.94 FEET; THENCE NORTH 22°17'21" WEST, A DISTANCE OF 828.69 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 503.64 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 409.95 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY OF FUTURE WIREGRASS RANCH BOULEVARD, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EAST RIGHT-OF-WAY OF FUTURE WIREGRASS RANCH BOULEVARD THE FOLLOWING THREE (3) COURSES: (1) NORTHERLY 256.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 06°46'08", AND A CHORD BEARING AND DISTANCE OF NORTH 05°53'15" WEST 256.22 FEET; (2) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHERLY 67.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 01°46'13", AND A CHORD BEARING AND DISTANCE OF NORTH 10°09'26" WEST 67.04 FEET; THENCE NORTH 80°43'41" EAST, A DISTANCE OF 265.75 FEET; THENCE SOUTH 87°57'40" EAST, A DISTANCE OF 367.16 FEET; THENCE SOUTH 57°20'38" EAST, A DISTANCE OF 339.26 FEET; THENCE SOUTH 86°28'54" EAST, A DISTANCE OF 66.62 FEET; THENCE NORTH 42°21'42" EAST, A DISTANCE OF 121.56 FEET; THENCE NORTH 06°21'48" EAST, A DISTANCE OF 117.72 FEET; THENCE NORTH 30°04'53" EAST, A DISTANCE OF 317.33 FEET; THENCE NORTH 31°40'02" WEST, A DISTANCE OF 826.37 FEET; THENCE NORTH 00°11'52" EAST, A DISTANCE OF 397.93 FEET; THENCE NORTH 13°36'34" WEST, A DISTANCE OF 377.61 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SADDLEBROOK RESORTS ACCORDING TO OFFICIAL RECORDS BOOK 1018, PAGE 1864 AND OFFICIAL RECORDS BOOK 1019, PAGE 12, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 89°54'52" EAST, ALONG SAID SOUTH LINE OF SADDLEBROOK RESORTS, A DISTANCE OF 3,742.53 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID SECTION 17; THENCE SOUTH 00°10'07" WEST, ALONG SAID EAST LINE OF SECTION 17, A DISTANCE OF 3,972.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 483.906 ACRES.

WIREGRASS

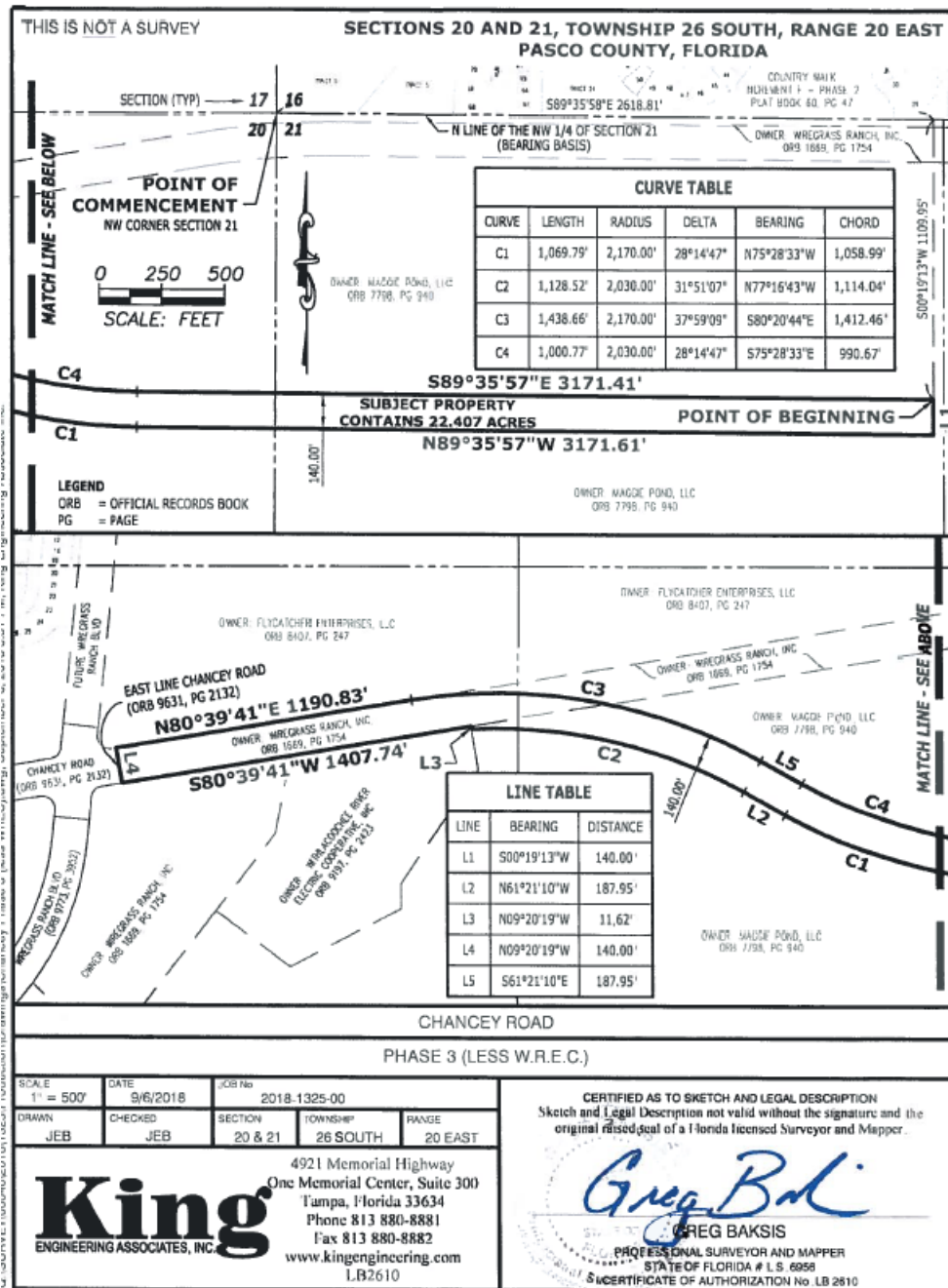
PARCEL S2

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610



## Chancey Road Phase 3



THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** (BY KING ENGINEERING)

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1669, PAGE 1754 AND A PORTION OF THAT CERTAIN PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7798, PAGE 940, BOTH OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, LYING IN SECTIONS 20 AND 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°35'58" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 21, A DISTANCE OF 2,618.81 FEET; THENCE SOUTH 00°19'13" WEST, A DISTANCE OF 1,109.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°19'13" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 89°35'57" WEST, A DISTANCE OF 3,171.61 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 1,069.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF NORTH 75°28'33" WEST 1,058.99 FEET; THENCE NORTH 61°21'10" WEST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 1,128.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 31°51'07", AND A CHORD BEARING AND DISTANCE OF NORTH 77°16'43" WEST 1,114.04 FEET; THENCE NORTH 09°20'19" WEST, A DISTANCE OF 11.62 FEET; THENCE SOUTH 80°39'41" WEST, A DISTANCE OF 1,407.74 FEET TO THE EAST LINE OF CHANCEY ROAD ACCORDING TO OFFICIAL RECORDS BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE NORTH 09°20'19" WEST, ALONG SAID EAST LINE, A DISTANCE OF 140.00 FEET; THENCE NORTH 80°39'41" EAST, A DISTANCE OF 1,190.83 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 1,438.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 37°59'09", AND A CHORD BEARING AND DISTANCE OF SOUTH 80°20'44" EAST 1,412.46 FEET; THENCE SOUTH 61°21'10" EAST, A DISTANCE OF 187.95 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE EASTERLY 1,000.77 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 28°14'47", AND A CHORD BEARING AND DISTANCE OF SOUTH 75°28'33" EAST 990.67 FEET; THENCE SOUTH 89°35'57" EAST, A DISTANCE OF 3,171.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.407 ACRES.

**SURVEYOR'S NOTES:**

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING SOUTH 89°35'58" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

CHANCEY ROAD

PHASE 3 (LESS W.R.E.C.)

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

THIS IS NOT A SURVEY

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST  
PASCO COUNTY, FLORIDA

UNPLATTED  
O.R. BOOK 8801, PAGE 400

ESTANCIA PHASE 1D  
PLAT BOOK 69, PAGE 21

SECTION NUMBER (TYPICAL)

POINT OF BEGINNING

POINT OF COMMENCEMENT  
SE CORNER ESTANCIA PHASE 1D

PROPOSED CHANCEY ROAD PHASE 2

FUTURE CHANCEY ROAD

WIREGRASS RANCH BOULEVARD

PHASE 3

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,030.00'	14°56'00"	529.09'	N01°46'19"W	527.59'
C2	2,030.00'	0°50'40"	29.92'	N09°41'39"W	29.92'
C3	2,170.00'	0°50'40"	31.98'	S09°41'39"E	31.98'
C4	2,170.00'	14°56'00"	565.59'	S01°48'19"E	563.99'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N05°39'41"E	94.10'
L2	N79°53'01"E	140.00'
L3	N84°20'19"W	140.00'

JAMES D. GREER  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA # L.S. 5189  
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

**LEGAL DESCRIPTION: (BY KING ENGINEERING)**

A PARCEL OF LAND LYING WITHIN SECTIONS 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING FOUR (4) COURSES ALONG THE EAST LINE AND THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID ESTANCIA PHASE 1D: (1) NORTH 05°39'41" EAST, A DISTANCE OF 94.10 FEET TO THE POINT OF BEGINNING; (2) CONTINUE NORTH 05°39'41" EAST, A DISTANCE OF 1,010.44 FEET TO A POINT ON A CURVE TO THE LEFT; (3) NORTHERLY 529.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 14°56'00", AND A CHORD BEARING AND DISTANCE OF NORTH 01°48'19" WEST 527.59 FEET; (4) NORTH 09°16'19" WEST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 29.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF NORTH 09°41'39" WEST 29.92 FEET; THENCE NORTH 79°53'01" EAST, A DISTANCE OF 140.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 31.98 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 00°50'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°41'39" EAST 31.98 FEET; THENCE SOUTH 09°16'19" EAST, A DISTANCE OF 1,197.44 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 565.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 14°56'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°48'19" EAST 563.99 FEET; THENCE SOUTH 05°39'41" WEST, A DISTANCE OF 1,010.44 FEET; THENCE NORTH 84°20'19" WEST, A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.955 ACRES.

**SURVEYOR'S NOTES:**

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON AN EAST LINE OF ESTANCIA PHASE 1D, AS RECORDED IN PLAT BOOK 69, PAGE 21 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AS BEING NORTH 05°39'41" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WIREGRASS RANCH BOULEVARD

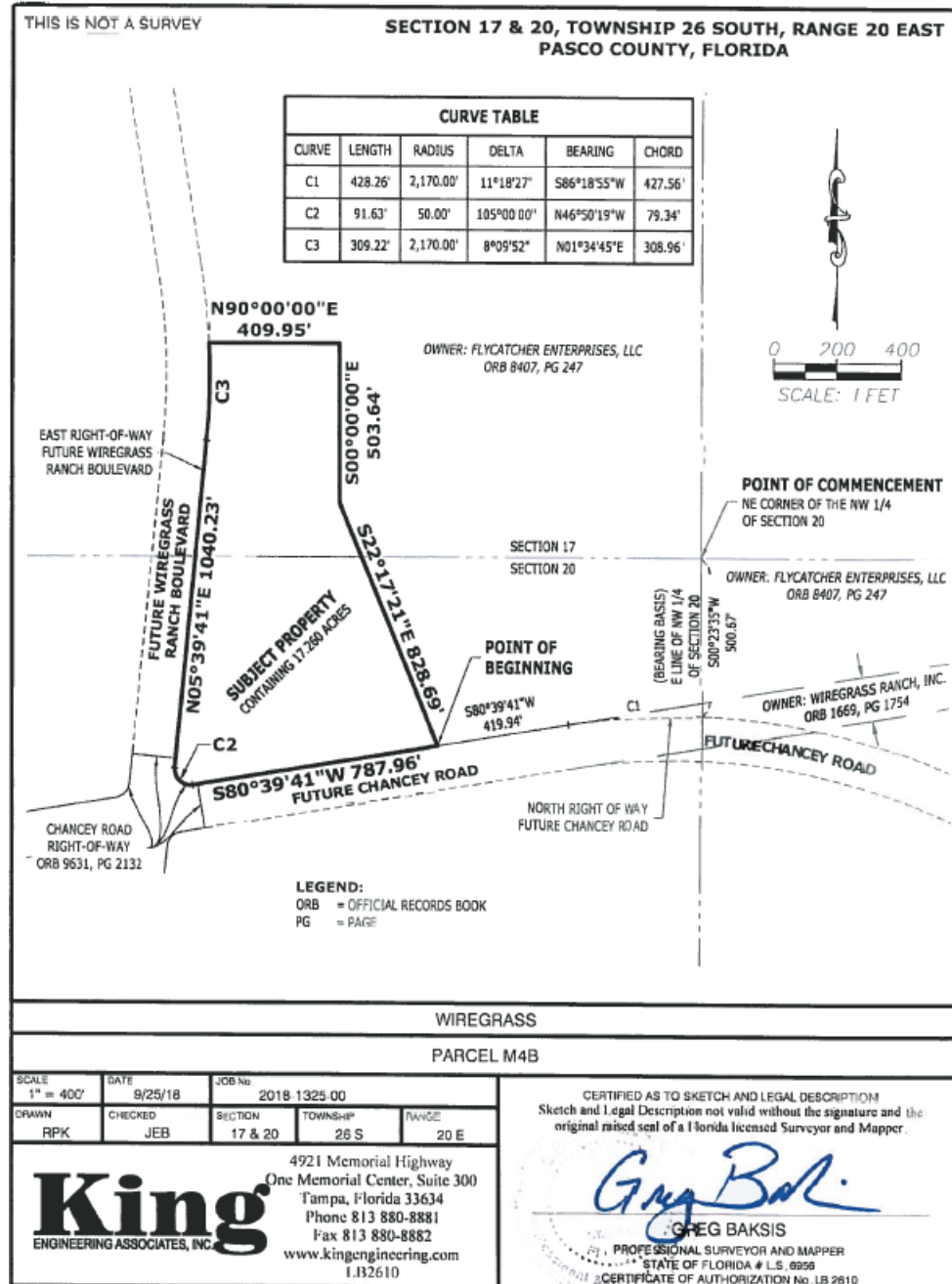
PHASE 3

**King**  
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Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB #2610

LESS AND EXCEPT:

Parcel M48



THIS IS NOT A SURVEY

**LEGAL DESCRIPTION:** (BY KING ENGINEERING)

A PARCEL OF LAND LYING IN SECTION 17 AND 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°23'35" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 500.67 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, SAME BEING THE NORTH RIGHT-OF-WAY LINE OF FUTURE CHANCEY ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: (1) WESTERLY 428.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 11°18'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 86°18'55" WEST 427.56 FEET; (2) SOUTH 80°39'41" WEST, A DISTANCE OF 419.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE OF FUTURE CHANCEY ROAD, THE RIGHT-OF-WAY LINE OF CHANCEY ROAD ACCORDING TO OFFICIAL RECORD BOOK 9631, PAGE 2132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AND THE EAST RIGHT-OF-WAY LINE OF FUTURE WIREGRASS RANCH BOULEVARD, RESPECTIVELY, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 80°39'41" WEST A DISTANCE OF 787.96 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) NORTHWESTERLY 91.63 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 105°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 46°50'19" WEST 79.34 FEET; (3) NORTH 05°39'41" EAST, A DISTANCE OF 1,040.23 FEET TO A POINT ON A CURVE TO THE LEFT; (4) NORTHERLY 309.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,170.00 FEET, A CENTRAL ANGLE OF 08°09'52", AND A CHORD BEARING AND DISTANCE OF NORTH 01°34'45" EAST 308.96 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 409.95 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 503.64 FEET; THENCE SOUTH 22°17'21" EAST, A DISTANCE OF 828.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.260 ACRES.

**SURVEYOR'S NOTES:**

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING SOUTH 00°23'35" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

WIREGRASS

PARCEL M4B

**King**  
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway  
One Memorial Center, Suite 300  
Tampa, Florida 33634  
Phone 813 880-8881  
Fax 813 880-8882  
www.kingengineering.com  
LB2610

## **Tab 6**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: Special District Clients  
From: Hopping Green & Sams, P.A.  
Date: May 7, 2021  
Re: Executive Orders 21-101 and 21-102

---

On May 3, 2021, Governor DeSantis signed two executive orders suspending or invalidating certain emergency actions taken by counties and cities based on the COVID-19 state of emergency and certain other local COVID-19 restrictions and mandates. A summary of the orders and their effect on special districts is below. If you have any questions, please consult your HGS attorney.

**Executive Order 21-101:** Effective July 1, 2021, Executive Order 21-101 invalidates emergency orders issued by a county or municipality due to the COVID-19 emergency which restrict the rights or liberties of individuals or their businesses. The executive order affects only emergency orders; orders enacted under normal procedures are not affected.

**Executive Order 21-102:** Effective immediately, Executive Order 21-102 suspends “all local COVID-19 restrictions and mandates on individuals and businesses” and “eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.” Orders and ordinances enacted using regular enactment procedures are not affected.

### Effect on Special Districts:

- To the extent a special district previously based its policies or procedures solely on an emergency COVID-19 order or ordinance issued by a county or municipality, those orders and ordinances are likely no longer effective.
- Special districts may still implement public health mitigation strategies at their own facilities or events, including mask mandates, social distancing protocols, screening measures and other restrictions. However, there is nothing requiring special districts to do so. We encourage districts to evaluate the strategies recommended by local, state, and national public health agencies and other organizations, consult with their insurance providers and staff/management, and determine which strategies will best serve the needs and circumstances of residents and other users at the specified facilities. Public health mitigation strategies including, but not necessarily limited to, mask use at district facilities, capacity limitations at facilities or events, and increased cleaning/sanitation efforts are still viable options if deemed appropriate by the district, but are no longer mandated by any state, county or city emergency orders or ordinances.



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 21-101

(Invalidating All Remaining Local Emergency Orders Based on the COVID-19 Emergency)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52, subsequently extended, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, the State of Florida led the national effort to distribute COVID-19 vaccines to seniors first and has now provided vaccines to nearly 9 million people; and

**WHEREAS**, every Floridian who desired a vaccine is eligible to obtain one, and Florida now maintains a sufficient supply of COVID-19 vaccines for every eligible Floridian who desires a vaccine to be vaccinated; and

**WHEREAS**, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

**WHEREAS**, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

**WHEREAS**, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-related emergency orders restricting the rights and liberties of their citizens; and

**WHEREAS**, on May 3, 2021, I signed into law SB 2006 – Emergency Management – which provides, effective July 1, 2021, that any emergency order issued by a political subdivision must be narrowly tailored to serve a compelling public health or safety purpose, must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible, and may be invalidated by the Governor, at any time, if the Governor determines that such order unnecessarily restricts individual rights or liberties; and

**WHEREAS**, it is my determination that the remaining emergency orders issued by the political subdivisions of this State due to the COVID-19 emergency are not narrowly tailored to serve a public health or safety purpose and unnecessarily restrict individual rights and liberties, including the economic and commercial rights and liberties of business owners in this State; and

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to protect the rights and liberties of individuals in this State and to accelerate the State's recovery from the COVID-19 emergency, any emergency order issued by a political subdivision due to the COVID-19 emergency which restricts the rights or liberties of individuals or their businesses is invalidated.

Section 2. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its local population. Only the COVID-19 emergency orders, as defined in SB 2006, enacted prior to July 1, 2021, are hereby invalidated.

Section 3. This order is effective beginning on July 1, 2021 and shall be immediately filed with the Division of Administrative Hearings.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

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

DEPARTMENT OF STATE  
TALLAHASSEE, FL

2021 MAY -3 PM 4:06

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# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 21-102

(Suspending All Remaining Local Government Mandates and Restrictions Based on the COVID-19 State of Emergency)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on September 25, 2020, I issued Executive Order 20-244, suspending the collection of local fines and penalties associated with COVID-19 regulations upon individuals, and on March 10, 2021, I issued Executive Order 21-65, categorically remitting all fines upon individuals and businesses alike related to local government COVID-19 restrictions; and

**WHEREAS**, on March 29, 2021, the Legislature presented, and I signed into law, SB 72 – Civil Liability for Damages Relating to COVID-19, enacted as Chapter 2021-1, Laws of Florida, which provides crucial liability protection to individuals, businesses, educational institutions, religious organizations, and health care providers for liability claims related to COVID-19; and

**WHEREAS**, on April 27, 2021, I extended the state of emergency initiated by Executive Order 20-52 as necessary to ensure Florida schools remain open for the remainder of the school year, to protect Floridians from being required to produce a so-called vaccine passport as a condition of participating in everyday life, and to implement budgetary response efforts to help Floridians to the greatest extent possible; and

**WHEREAS**, on April 29, 2021, Surgeon General Dr. Scott Rivkees issued a Public Health Advisory (1) stating that continuing COVID-19 restrictions on individuals, including long-term use of face coverings and withdrawal from social and recreational gatherings, pose a risk of



adverse and unintended consequences, (2) further expanding vaccine eligibility, and (3) advising government offices to resume in-person operations and services; and

**WHEREAS**, the State of Florida led the national effort to distribute the vaccine to elderly and vulnerable populations and has provided vaccines to nearly 9 million people; and

**WHEREAS**, every eligible Floridian is now legally permitted to obtain a vaccine, and Florida maintains a sufficient supply for every eligible Floridian who desires a vaccine to be vaccinated; and

**WHEREAS**, scientific studies show that vaccines protect individuals from COVID-19 and reduce hospitalizations and deaths caused by COVID-19; and

**WHEREAS**, the State and the majority of local governments have declined to issue mask mandates; and

**WHEREAS**, a select number of local governments continue to impose mandates and business restrictions, without proper consideration of improving conditions and with no end in sight; and

**WHEREAS**, due to the tremendous steps the State has taken to protect Florida's most vulnerable populations and rapidly offer vaccines to every eligible Floridian who desires one, local communities lack justification in continuing to impose COVID-19 mandates or restrictions upon their citizens; and

**WHEREAS**, with my encouragement, the Florida Legislature passed and I signed SB 2006, a measure designed to curb restrictions and closures of businesses during an extended emergency, to add significant accountability and difficulty for the continuation of any local limitation on the rights or liberties of individuals or businesses, and to declare in no uncertain terms that the policy of the State of Florida will favor a presumption of commercial operation and individual liberty with no toleration for unending and unjustified impediments to that liberty; and

**WHEREAS**, in light of these recently enacted reforms, the widespread vaccination of Florida residents, and the sufficient supply of vaccines for all eligible Florida residents, I find that it is necessary for the State of Florida to enhance its rapid and orderly restoration and recovery from the COVID-19 emergency by preempting and suspending all remaining local emergency restrictions on individuals and businesses and to return day-to-day life back to normal everywhere in the State.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. In order to mitigate the adverse and unintended consequences of the COVID-19 emergency and to accelerate the State's recovery, all local COVID-19 restrictions and mandates on individuals and businesses are hereby suspended.

Section 2. This order eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 3. For the remaining duration of the state of emergency initiated by Executive Order 20-52, no county or municipality may renew or enact an emergency order or ordinance, using a local state of emergency or using emergency enactment procedures under Chapters 125, 252, or 166, Florida Statutes, that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

Section 4. Nothing herein prohibits a political subdivision of the State from enacting ordinances pursuant to regular enactment procedures to protect the health, safety, and welfare of its population. Only orders and ordinances within the scope of Section 1 based on a local state of

emergency or on emergency enactment procedures due to the COVID-19 emergency are hereby eliminated and preempted.

Section 5. This order supersedes Sections 2 and 3 of Executive Order 20-244.

Section 6. This order is effective immediately.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, 3rd day of May, 2021.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

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

2021 MAY -3 PM 4:06  
DEPARTMENT OF STATE  
TALLAHASSEE, FL

FILED