

**TWO RIVERS NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT**

**NOVEMBER 19 2024**

**AGENDA PACKAGE**



2005 PAN AM CIRCLE SUITE 300  
TAMPA, FL 33604

# Two Rivers North Community Development District

Agenda Page 2

## Board of Supervisors

Carlos de la Ossa, Chair  
Nicholas Dister, Vice-Chairman  
Thomas Spence, Assistant Secretary  
Kelly Evans, Assistant Secretary  
Ryan Zook, Assistant Secretary

## District Staff

Brian Lamb, District Manager  
Jayna Cooper, District Manager  
John Vericker, District Counsel  
Tonja Stewart, District Engineer  
Gary Schwartz, Field Manager

## Landowner's Election & Regular Meetings Agenda

Tuesday, November 19, 2024, at 11:00 a.m.

The Landowner's Election and Regular Meetings of Two Rivers North Community Development District will be held on **November 19, 2024, at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638**. For those who intend to call in below is the Teams link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

*Microsoft Teams meeting; [Join the meeting now](#)*

*Meeting ID: 297 982 188 241*

*Call in (audio only) +1 646-838-1601*

*Passcode: Yz3RiT*

*Phone Conference ID: 769 240 715#*

*All cellular phones and pagers must be turned off during the meeting.*

## LANDOWNERS ELECTION/ MEETING

- 1. Call to Order**
- 2. Determination of the Number of Voting Units Represented**
- 3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting**
- 4. Nominations for the Positions of Supervisors**
- 5. Casting and Tabulation of Ballots**
- 6. Landowners Questions and Comments**
- 7. Adjournment**

## REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS** (*Each individual has the opportunity to comment and is limited to three (3) minutes for such comment*)
- 3. Organizational Matters**
  - A. Consideration of Resolution 2025-01, Canvassing and Certifying the Landowners Election
  - B. Consideration of Resolution 2025-02, Designating Officers
- 4. BUSINESS ITEMS**
  - A. Ratification of Easement Encroachment Agreement 35275 Cassis Path
  - B. Ratification of Easement Encroachment Agreement 35226 Ackley Trace
  - C. Ratification of Easement Encroachment Agreement 35242 Ackley Trace
  - D. Ratification of Easement Encroachment Agreement 35218 Ackley Trace
  - E. Consideration of Tree Replacement Proposal from Down to Earth
  - F. Consideration of Addendums from Down to Earth
  - G. Consideration of Resolution 2025-03, General Fund Budget for Fiscal Year 2023-2024
  - H. Consideration of Grau Audit Engagement Letter
  - I. Consideration of Resolution 2025-04, Adopting Parking and Towing Policies
- 4. CONSENT AGENDA**
  - A. Approval of Minutes of the September 04, 2024 Meeting
  - B. Consideration of Operation and Maintenance Expenditures August 2024

C. Acceptance of the Financials and Approval of the Check Register for August 2024

**5. BUILDER REQUESTS AND COMMENTS**

**6. STAFF REPORTS**

- A. District Counsel
- B. District Engineer
- C. District Manager
  - i. Community Inspection Reports

**7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**

**8. PUBLIC COMMENTS**

**9. ADJOURNMENT**

# **LANDOWNERS' MEETING**

**Instructions Relating to Landowners' Meeting  
of the Two Rivers North Community Development District  
for the Election of Members of the Board of Supervisors**

**Date:** **Tuesday, November 19, 2024**  
**Time:** **11:00 a.m.**  
**Location:** **SpringHill Suites by Marriott Tampa Suncoast Parkway**  
**16615 Crosspointe Run**  
**Land O'Lakes, FL 34648**

Pursuant to Chapter 190, Florida Statutes, and after a community development district (“**District**”) has been established and the landowners have held their initial election, there shall be subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors of the District (“**Board**”) every 2 years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner within the District may vote in person at the landowners’ meeting or the landowner may nominate a proxy holder to vote in person at the meeting in place of the landowner. Landowners or proxy holders need to bring a government issued ID for verification purposes.

Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per un-platted acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy.

At the landowners’ meeting, the landowners will elect a chair to conduct the meeting. The meeting chair can be any person present at the meeting and does not need to be a landowner. If the meeting chair is a landowner or proxy holder of a landowner, they may also nominate candidates, make or second motions, and participate in the voting process. Candidates must be nominated and then shall be elected by a vote of the landowners. Mailed in ballots or proxies are not accepted because the landowners or proxy holders nominate candidates first for each seat in the election and then the ballots are casted. Furthermore, the District does not have the ability to verify the signatures of mailed in ballots or request clarification if there is an issue with any ballot or proxy.

This year, 3 seats on the Board will be up for election by landowners. The 2 candidates receiving the highest number of votes will receive a 4-year term and the 1 candidate receiving the next highest number of votes will receive a 2-year term. The term of office for each successful candidate shall commence upon election on November 19, 2024.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of un-platted acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

# **REGULAR MEETING**

## **Third Order of Business**

## **RESOLUTION 2025-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Two Rivers North Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

**WHEREAS**, following proper publication and notice thereof, on November 19, 2024 the owners of land within the District held a meeting for the purpose of electing supervisors to the District’s Board of Supervisors (“Board”); and

**WHEREAS**, at the November 19, 2024 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner’s election, and announce the Board Members, seat number designations on the Board.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown below:

_____	Votes	(4 year term)	Seat #3
_____	Votes	(4 year term)	Seat #4
_____	Votes	(2 year term)	Seat #5

**SECTION 3.** Said terms of office commence on November 19, 2024.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

**PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2024.**

**ATTEST:**

**TWO RIVERS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

## RESOLUTION 2025-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Two Rivers North Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the County of Pasco; and

**WHEREAS**, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

**WHEREAS**, the Board of Supervisors (the “Board”) now desires to designate the Officers of the District pursuant to Section 190.006(6), Florida Statutes.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons are elected to the offices shown, to wit:

_____	Chairman
_____	Vice-Chairman
<u>Jayna Cooper</u>	Secretary
<u>Leah Popelka</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
_____	Assistant Secretary

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

**PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2024.**

**ATTEST:**

**TWO RIVERS NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

Print Name: \_\_\_\_\_  
Chair/ Vice Chair of the Board of Supervisors

# **Fourth Order of Business**

Prepared by and return to:  
Kathryn "KC" Hopkinson, Esq.  
Straley Robin Vericker  
1510 W. Cleveland St.  
Tampa, FL 33606  
Parcel No.: 29-26-21-0070-00400-0100

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### **Easement Encroachment Agreement**

This Easement Encroachment Agreement (this "Agreement") is entered into as of October 28, 2024 (the "Effective Date"), between the **Two Rivers North Community Development District** (the "District") whose mailing address is c/o Inframark, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544, and **DAGNY RODRIGUEZ and LORENA VESGA** (collectively the "Landowner"), whose mailing address is **35275 CASSIS PATH**, Zephyrhills, Florida 33541.

#### **WITNESSETH:**

That for and in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

1. **Landowner Property.** Landowner is the fee simple landowner of Lot 10, Block 4, TWO RIVERS PARCEL A1 PHASE A (the "Property"), a subdivision according to the plat thereof recorded at Plat Book 91, Pages 37-49 (the "Plat"), of the Public Records of Pasco County, Florida (the "Plat"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Pasco County.
2. **District Easement.** The District has a 5' (CDD) Wall Easement (the "Easement") on the northeast side of the Property, as shown on the Plat (attached as **Exhibit "A"**). Landowner desires to encroach into the Easement by installing a 6-foot-tall tan PVC vinyl privacy fence (the "Improvements"). The Improvements may be installed as long as the Improvements do not attach to the District's boundary wall. With the exception of cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Landowner shall not place articles of any kind on the District's boundary wall.
3. **Installation and Maintenance of Improvements.** The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements. The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
4. **Permits, Approvals, and Compliance with Regulations.** Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to construct and maintain the Improvements, prior to undertaking any work. Landowner

is responsible for locating all other underground utility lines and cables prior to installation.

5. **Term and Termination.**

- a. This Agreement shall remain in effect until terminated by either party.
- b. Either party may terminate this Agreement for any reason with seven (7) days written notice. Notwithstanding the foregoing, the District may remove the Improvements and any other encroachments immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- c. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Pasco County.
- d. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.

6. **Indemnification.** Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements or structures located within the Easement; and (4) any claims for injury to any person or damages to any property because of the Improvements.

7. **Insurance.** Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.

8. **Covenants Run with the Land.** The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

9. **Governing Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

10. **Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **No Title Search.** Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

12. **Amendments.** This Agreement may only be amended in writing by the parties.

13. **Severability.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
14. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
15. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Witnesses:**

Print Name: Lisa Castoria  
 Address: 2005 Pin Am Cir Tampa FL 33607

Print Name: BRYAN RADCLIFF  
 Address: \_\_\_\_\_

**Two Rivers North  
Community Development District**

Name: Carlos de la Ossa  
 Title: Chair of the Board of Supervisors

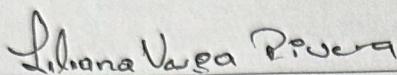
STATE OF FLORIDA  
 COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on October 3, 2024, by CARLOS DE LA OSSA as Chair of the Board of Supervisors of the Two Rivers North Community Development District, on behalf of the District, who  is personally known to me or  has produced \_\_\_\_\_ (type of identification) as identification.

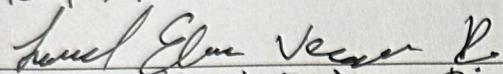


Notary Stamp

## Witnesses:



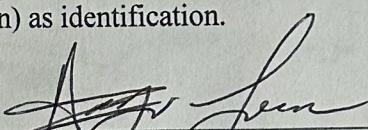
Print Name: Liliana Varga Rivera  
Address: 5830 Memorial Hwy, Apt. 1402  
Tampa, FL 33615



Print Name: Liesel E. Varga Rivera  
Address: 5830 Memorial Hwy, Apt 1402  
Tampa, FL 33615

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on October 18<sup>th</sup>, 2024, by LORENA VESGA, who [✓] is personally known to me or [ ] has produced (type of identification) as identification.

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

ANGIE LASSO  
Notary Public  
State of Florida  
Comm# HH438971  
Expires 8/31/2027

Notary Stamp

## Witnesses:

Liesel E. Vega R.  
Print Name: Liesel E. Vega R.  
Address: 5830 Memorial Hwy, Apt 1402  
Tampa, FL 33615

Dagny Rodriguez

Name: DAGNY RODRIGUEZ  
Title: Landowner

Liliana Vega Rivera  
Print Name: Liliana Vega Rivera  
Address: 5830 Memorial Hwy Apt 1402  
Tampa, FL 33615

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on October 18<sup>th</sup>, 2024, by DAGNY RODRIGUEZ, who [✓] is personally known to me or [ ] has produced (type of identification) as identification.

Angie Lasso  
Notary Public Signature

ANGIE LASSO  
Notary Public  
State of Florida  
Comm# HH438971  
Notary Stamp since 1978  
Expires 8/31/2027



Prepared by and return to:  
Kathryn "KC" Hopkinson, Esq.  
Straley Robin Vericker  
1510 W. Cleveland St.  
Tampa, FL 33606  
Parcel No.: 29-26-21-0070-00200-0200

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### Easement Encroachment Agreement

This Easement Encroachment Agreement (this "Agreement") is entered into as of August 6, 2024 (the "Effective Date"), between the **Two Rivers North Community Development District** (the "District") whose mailing address is c/o Inframark, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544, and **DAVID NEGRON JUNIOR and JEANETTE NEGRON** (collectively the "Landowner"), whose mailing address is 35226 ACKLEY TRACE, Zephyrhills, Florida 33541.

#### WITNESSETH:

That for and in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

1. **Landowner Property.** Landowner is the fee simple landowner of Lot 20, Block 2, TWO RIVERS PARCEL A1 PHASE A (the "Property"), a subdivision according to the plat thereof recorded at Plat Book 91, Pages 37-49 (the "Plat"), of the Public Records of Pasco County, Florida (the "Plat"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Pasco County.
2. **District Easement.** The District has a 5' (CDD) Wall Easement (the "Easement") on the south side of the Property, as shown on the Plat (attached as **Exhibit "A"**). Landowner desires to encroach into the Easement by installing a 6-foot-tall tan PVC vinyl privacy fence (the "Improvements"). The Improvements may be installed as long as the Improvements do not attach to the District's boundary wall. With the exception of cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Landowner shall not place articles of any kind on the District's boundary wall.
3. **Installation and Maintenance of Improvements.** The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements. The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
4. **Permits, Approvals, and Compliance with Regulations.** Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to construct and maintain the Improvements, prior to undertaking any work. Landowner

is responsible for locating all other underground utility lines and cables prior to installation.

5. **Term and Termination.**

- a. This Agreement shall remain in effect until terminated by either party.
- b. Either party may terminate this Agreement for any reason with seven (7) days written notice. Notwithstanding the foregoing, the District may remove the Improvements and any other encroachments immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- c. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Pasco County.
- d. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.

6. **Indemnification.** Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements or structures located within the Easement; and (4) any claims for injury to any person or damages to any property because of the Improvements.

7. **Insurance.** Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.

8. **Covenants Run with the Land.** The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

9. **Governing Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

10. **Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **No Title Search.** Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

12. **Amendments.** This Agreement may only be amended in writing by the parties.

13. **Severability.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
14. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
15. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Witnesses:**

**Two Rivers North  
Community Development District**

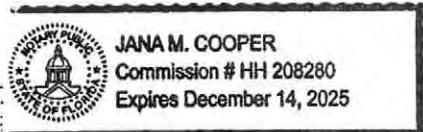
Print Name: Lisa Castoria  
Address: 2005 Pan Am Cir Tampa FL 33607

Name: Carlos de la Ossa  
Title: Chair of the Board of Supervisors

Print Name: Bryan KFDG1277  
Address: 2005 Pan Am Cir Tampa FL 33607

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on October 3, 2024, by CARLOS DE LA OSSA as Chair of the Board of Supervisors of the Two Rivers North Community Development District, on behalf of the District, who [✓] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification.



Jana Cooper  
Notary Public Signature

Notary Stamp

**Witness 1:**

Frank Garcia  
Print Name: Frank Garcia  
Address: 35276 Ackley Trce  
Zephyrhills, FL 33541

**Landowner**

David M  
Name: DAVID NEGRON

**Witness 2:**

Teja Clark  
Print Name: Teja Clark  
Address: 30789 Island Blue,  
Wesley Chapel, FL 33543

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of August 2024, by David Negrón, who is  personally known to me or  has produced Driver's License (type of identification) as identification.

Aaron Joseph  
NOTARY PUBLIC



AARON JOSEPH  
Notary Public  
State of Florida  
Comm# HH412525  
Expires 6/19/2027

Aaron Joseph  
(Print, Type or Stamp Commissioned Name of  
Notary Public)

**Witness 1:**

Frank Garcia  
Print Name: Frank Garcia  
Address: 35276 Ackley Trce.  
Zephyrhills, FL 33541

**Landowner**

Jeanette Negron  
Name: Jeanette Negron

**Witness 2:**

Jen  
Print Name: Jen Clark  
Address: 32789 Tilford Blvd,  
Wesley Chapel FL 33543

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of August 2024, by Jeanette Negron, who is  personally known to me or  has produced Drivers License (type of identification) as identification.

Aaron Joseph  
NOTARY PUBLIC



AARON JOSEPH  
Notary Public  
State of Florida  
Comm# HH412525  
Expires 6/19/2027

Aaron Joseph  
(Print, Type or Stamp Commissioned Name of  
Notary Public)



Prepared by and return to:  
 Kathryn "KC" Hopkinson, Esq.  
 Straley Robin Vericker  
 1510 W. Cleveland St.  
 Tampa, FL 33606  
 Parcel No.: 29-26-21-0070-00200-0220

### **Easement Encroachment Agreement**

This Easement Encroachment Agreement (this "Agreement") is entered into as of August 30, 2024 (the "Effective Date"), between the **Two Rivers North Community Development District** (the "District") whose mailing address is c/o Inframark, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544, and **Clara Lines Aguirre Caicedo, Carlos Albert Vivas Vargas, and Julian David Vivas-Aguirre** (collectively the "Landowner"), whose mailing address is 35242 Ackley Trace, Zephyrhills, Florida 33541.

#### **WITNESSETH:**

That for and in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

1. **Landowner Property.** Landowner is the fee simple landowner of Lot 22, Block 2, TWO RIVERS PARCEL A1 PHASE A (the "Property"), a subdivision according to the plat thereof recorded at Plat Book 91, Pages 37-49 (the "Plat"), of the Public Records of Pasco County, Florida (the "Plat"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Pasco County.
2. **District Easement.** The District has a 5' (CDD) Wall Easement (the "Easement") on the south side of the Property, as shown on the Plat (attached as **Exhibit "A"**). Landowner desires to encroach into the Easement by installing a 6-foot-tall tan PVC vinyl privacy fence (the "Improvements"). The Improvements may be installed as long as the Improvements do not attach to the District's boundary wall. With the exception of cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Landowner shall not place articles of any kind on the District's boundary wall.
3. **Installation and Maintenance of Improvements.** The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements. The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
4. **Permits, Approvals, and Compliance with Regulations.** Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits

necessary to construct and maintain the Improvements, prior to undertaking any work. Landowner is responsible for locating all other underground utility lines and cables prior to installation.

5. **Term and Termination.**

- a. This Agreement shall remain in effect until terminated by either party.
- b. Either party may terminate this Agreement for any reason with seven (7) days written notice. Notwithstanding the foregoing, the District may remove the Improvements and any other encroachments immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- c. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Pasco County.
- d. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.

6. **Indemnification.** Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements or structures located within the Easement; and (4) any claims for injury to any person or damages to any property because of the Improvements.

7. **Insurance.** Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.

8. **Covenants Run with the Land.** The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

9. **Governing Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

10. **Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

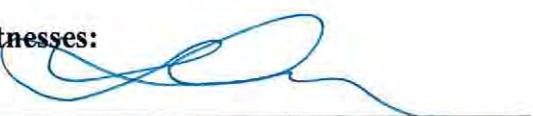
11. **No Title Search.** Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

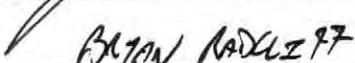
12. **Amendments.** This Agreement may only be amended in writing by the parties.

13. **Severability.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
14. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
15. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Witnesses:**

  
 Lisa Caspria  
 Print Name 2005 Pan Am Cir Tampa FL 33607

  
 Brian  
 Print Name 2005 Pan Am Cir Tampa FL 33607

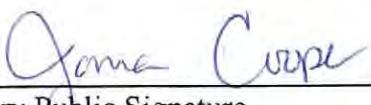
**Two Rivers North  
Community Development District**

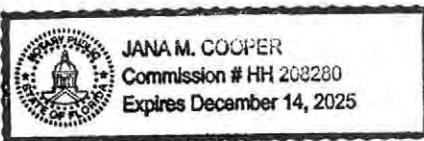
  
 Name: Carlos de la Ossa  
 Title: Chair of the Board of Supervisors

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on August 3, 2024, by CARLOS DE LA OSSA as Chair of the Board of Supervisors of the Two Rivers North Community Development District, on behalf of the District, who  is personally known to me or  has produced \_\_\_\_\_ (type of identification) as identification.

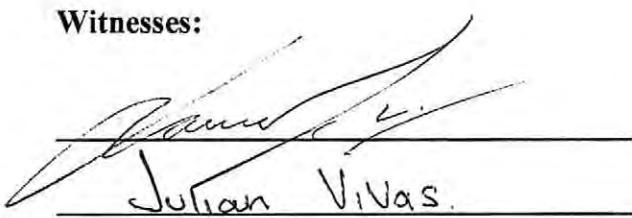
*October*

  
 Notary Public Signature



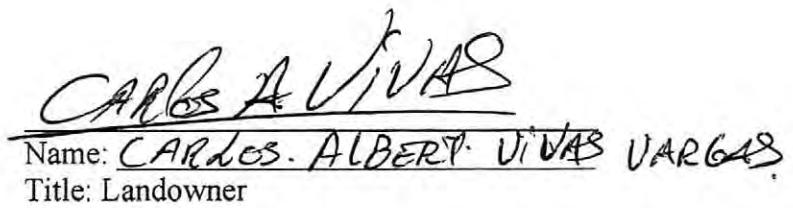
Notary Stamp

Witnesses:

  
\_\_\_\_\_  
Julian Vivas.

Print Name

35242 Ackley Trace Zephyrhills  
Address FL - 33541.

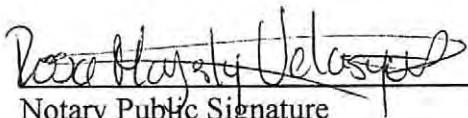
  
\_\_\_\_\_  
Name: CARLOS. ALBERT. VIVAS VARGAS  
Title: Landowner

Print Name

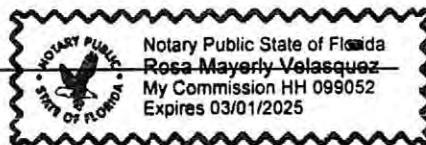
35242 Ackley Trace Zephyrhills  
Address FL - 33541

STATE OF FLORIDA  
COUNTY OF PASCO

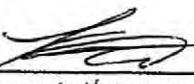
The foregoing instrument was acknowledged before me by means of physical presence on August 30 2024, by  , who  is personally known to me or  has produced A262-149-71-792-1 (type of identification) as identification.

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

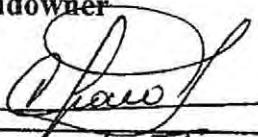
Notary Stamp



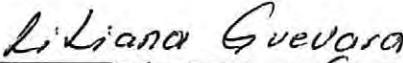
Witness 1:

  
Print Name: Katherine VIVAS  
Address: 1156 NW 3rd Ave, Gainesville, FL 32603

Landowner

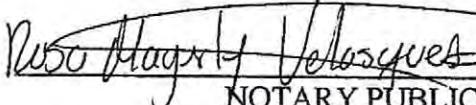
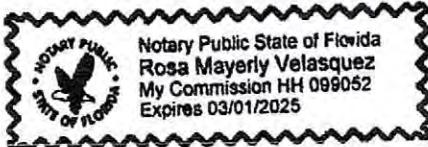
  
Name: Clara Ines Aguirre Caicedo

Witness 2:

  
Print Name: Liliana Guevara  
Address: 9202 KNIGHTS BR ST  
Temple Terrace, FL 33637

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 8 2024, by A262-149-71-792-1, who is  personally known to me or  has produced (type of identification) as identification.

  
NOTARY PUBLIC  


(Print, Type or Stamp Commissioned Name of Notary Public)

## Witness 1:

Print Name: Katherine Villas  
 Address: 17516 NW 3rd Ave, Plantation  
FL 33303

## Landowner

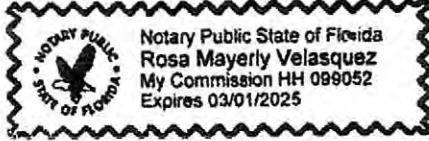
Name: Julian Villas

## Witness 2:

Print Name: Liliana Guevara  
 Address: 9202 KNIGHTS BLVD  
Temple Terrace FL 33637

STATE OF FLORIDA  
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence  
 or  online notarization, this 8 day of July 2024, by \_\_\_\_\_  
 who is  personally known to me or  has produced  
V122-424-03-102-0 (type of identification) as identification.

Rosa Mayerly Velasquez  
 NOTARY PUBLIC  


(Print, Type or Stamp Commissioned Name of  
 Notary Public)



Prepared by and return to:  
Kathryn "KC" Hopkinson, Esq.  
Straley Robin Vericker  
1510 W. Cleveland St.  
Tampa, FL 33606  
Parcel No.: 29-26-21-0070-00200-0190

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### **Easement Encroachment Agreement**

14, This Easement Encroachment Agreement (this "Agreement") is entered into as of October 14, 2024 (the "Effective Date"), between the **Two Rivers North Community Development District** (the "District") whose mailing address is c/o Inframark, 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, FL 33544, and **SELVA KUMAR KANNAN** (the "Landowner"), whose mailing address is **35218 Ackley Trace**, Zephyrhills, Florida 33541.

#### **WITNESSETH:**

That for and in consideration of the sum of One Hundred and Fifty Dollars and Zero Cents (\$150.00), in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises contained herein, the parties agree as follows:

1. **Landowner Property.** Landowner is the fee simple landowner of Lot 19, Block 2, TWO RIVERS PARCEL A1 PHASE A (the "Property"), a subdivision according to the plat thereof recorded at Plat Book 91, Pages 37-49 (the "Plat"), of the Public Records of Pasco County, Florida (the "Plat"). Landowner agrees that it will not convey the Property until this Agreement is recorded in the official records of the Clerk of the Circuit Court of Pasco County.
2. **District Easement.** The District has a 5' (CDD) Wall Easement (the "Easement") on the Property, as shown on the Plat (attached as **Exhibit "A"**). Landowner desires to encroach into the Easement by installing a 6-foot-tall tan PVC vinyl privacy fence (the "Improvements"). The Improvements may be installed as long as the Improvements do not attach to the District's boundary wall. With the exception of cleaning and maintenance, the District's boundary wall shall remain undisturbed. The Landowner shall not place articles of any kind on the District's boundary wall.
3. **Installation and Maintenance of Improvements.** The Improvements shall be undertaken, completed and at all times maintained by Landowner in a good and workmanlike manner, using sound engineering, construction, and maintenance techniques and practices, strictly as described herein and in the location shown herein, and so as not to impede, impair, obstruct, damage, or interfere with drainage facilities or other facilities, structures or improvements within and along the easement area or the use of the easement for public purposes. The Landowner shall be responsible for routine cleaning and pressure washing of the portion of the District's boundary wall which falls between the Improvements. The Landowner shall allow the District access to the portion of the boundary wall which falls between the Improvements for the purposes of repainting or repairing the boundary wall.
4. **Permits, Approvals, and Compliance with Regulations.** Landowner shall apply for and obtain, at its sole cost and expense, all necessary federal, state, local and homeowners' association permits necessary to construct and maintain the Improvements, prior to undertaking any work. Landowner

is responsible for locating all other underground utility lines and cables prior to installation.

5. **Term and Termination.**

- a. This Agreement shall remain in effect until terminated by either party.
- b. Either party may terminate this Agreement for any reason with seven (7) days written notice. Notwithstanding the foregoing, the District may remove the Improvements and any other encroachments immediately in the event of an emergency situation, and the District shall have no obligation to repair or restore the Improvements.
- c. Upon termination of this Agreement, the District may record a Notice of Termination of Easement Encroachment Agreement in the official records of the Clerk of the Circuit Court of Pasco County.
- d. At the termination of this Agreement, at the Landowner's sole cost and expense, the Landowner shall remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed. If the Landowner does not remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed by the last day of this Agreement, the District may remove the Improvements and restore the Encroachment Area to the condition that existed before the Improvements were installed, and the Landowner shall repay the District for all costs and expenses incurred by the District.

6. **Indemnification.** Landowner agrees to indemnify, defend and hold the District, its Board of Supervisors and its members, employees, agents and assigns harmless for: (1) any liability which may be incurred as a result of the approval, preparation and execution of this Agreement; (2) any damage to the Improvements caused by the District or its agents; (3) any damage to the Easement or to any District or Pasco County improvements or structures located within the Easement; and (4) any claims for injury to any person or damages to any property because of the Improvements.

7. **Insurance.** Throughout the term of this Agreement, the Landowner shall maintain liability insurance covering any injuries or damages that may occur as a result the Improvements.

8. **Covenants Run with the Land.** The provisions of this Agreement shall be deemed covenants running with the title to the Property and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

9. **Governing Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in the county in which the District is located.

10. **Attorney's Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **No Title Search.** Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.

12. **Amendments.** This Agreement may only be amended in writing by the parties.

13. **Severability.** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be in existence.
14. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
15. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Witnesses:**

Print Name: Lisa Castoria  
 Address: 2005 Pin Pin Cir Tampa, FL 33609

Print Name: Bryan Radcliffe  
 Address: \_\_\_\_\_

**Two Rivers North  
 Community Development District**

Name: Carlos de la Ossa  
 Title: Chair of the Board of Supervisors

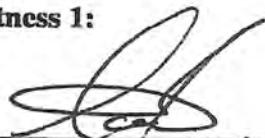
STATE OF FLORIDA  
 COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of physical presence on October 3, 2024, by CARLOS DE LA OSSA as Chair of the Board of Supervisors of the Two Rivers North Community Development District, on behalf of the District, who  is personally known to me or  has produced \_\_\_\_\_ (type of identification) as identification.



Notary Stamp

Witness 1:



Landowner



Print Name: Cesar de Jesus Polanco Regalado Name: SELVA KUMAR KANNAN  
 Address: 1911 Bruce B. Downs Blvd  
Wesley Chapel, FL 33544

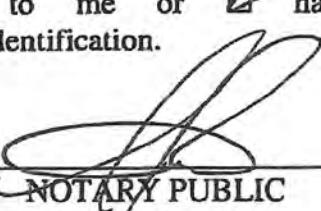
Witness 2:



Print Name: Rachel Swindlow  
 Address: 1911 Bruce B. Downs Blvd  
Wesley Chapel FL 33544

STATE OF FLORIDA  
 COUNTY OF Pasco

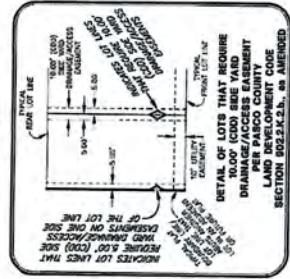
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of August 2024, by Selva Kumar Kannan, who is  personally known to me or  has produced FL driver license (type of identification).

  
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

91 45

**TWO RIVERS PARCEL A1 PHASE A**  
LYING IN SECTIONS 29 AND 30, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA

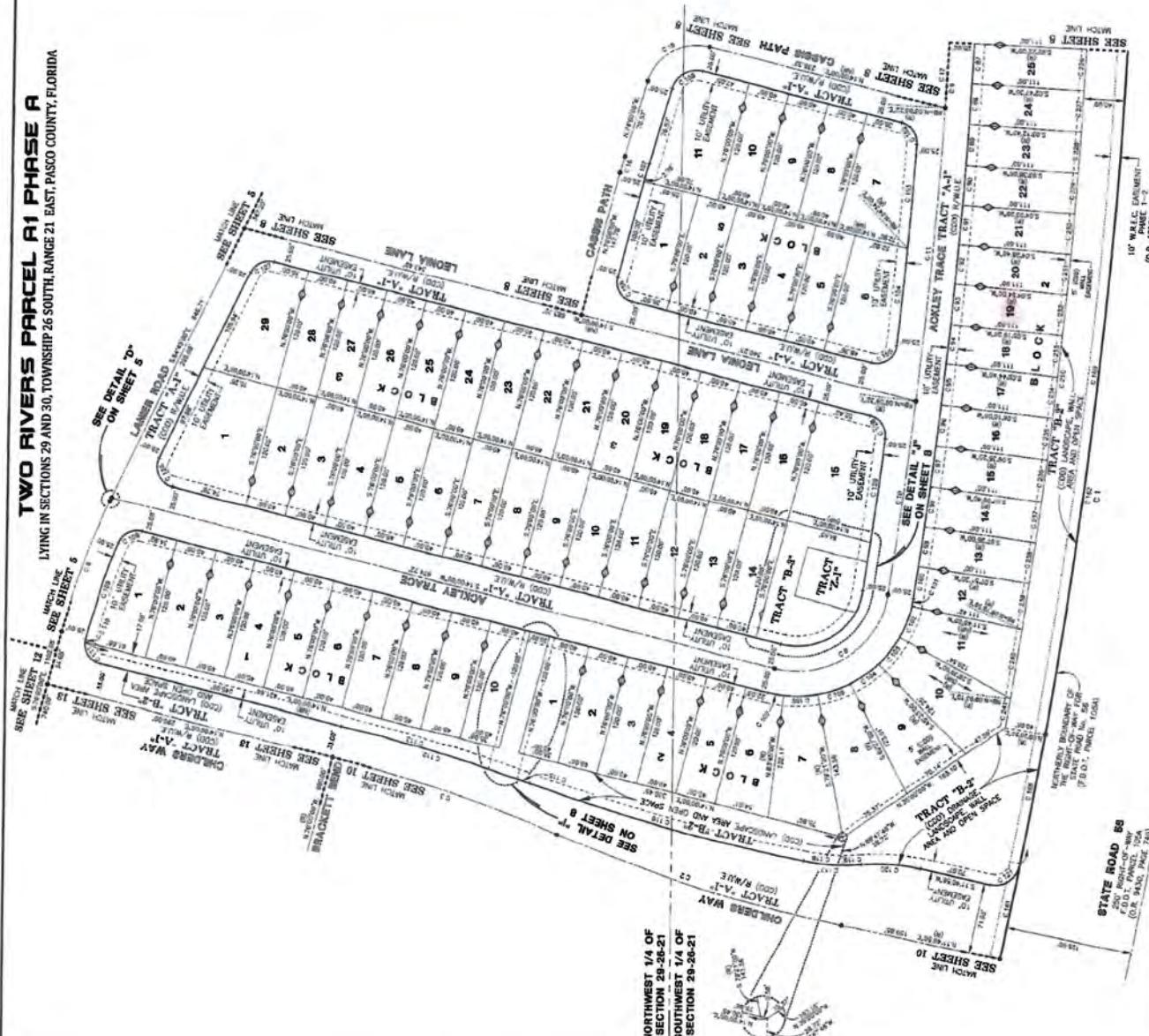


**Wetland Conservation Area Note:**  
Wetland Conservation Areas on State forest may be subject to certain restrictions found in Section 101, Land Development Code, Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit, and/or the United States Army Corps of Engineers (C.O.E.) Permit.

SCALE IN FEET

**AMERRITT, INC.**  
LAND SURVEYING & MAPPING  
TRUE ROCKS NOTE

2014-15 School Year, 2014-15  
Tempe, AZ 85289  
Phone: (480) 322-6355





**Down to Earth**  
 PO Box 72701  
 Cleveland, Ohio 44192-0002  
 (321) 263-2700

**Estimate: #101349**

**Customer Address**

Inframark  
 Gary Schwartz  
 2654 Cypress Ridge Blvd.  
 #101  
 Wesley Chapel, Florida 33544  
 gary.schwartz@inframark.com

**Billing Address**

Inframark Management  
 Inframark Management Services  
 2654 Cypress Ridge Blvd, Suite 101  
 Wesley Chapel, FL 33544

**Physical Job Address**

Two Rivers North CDD A2  
 Durand Ct.  
 Zephyrhills, FL 33541

<b><u>Job</u></b>	<b><u>Estimated Job Start Date</u></b>	<b><u>Proposed By</u></b>	<b><u>Due Date</u></b>
Dead Plalm and Oak Tree Replacement	November 22, 2024	Christopher J Labenz	November 7, 2024

**Estimate Details**

<b><u>Description of Services &amp; Materials</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
<b><u>Tree/Plant Installation</u></b>				
Live Oak "Southern" installed (E)	3" Caliper	8	\$1,096.32	\$8,770.58
Palm Sabal "Booted"	14' CT	5	\$788.91	\$3,944.57
Cocoa Mulch	2 Cubic Foot Bag	25	\$8.01	\$200.25
<b><u>Irrigation Repairs</u></b>				
Irrigation Labor (Hide)				\$0.00
			<b><u>Subtotal</u></b>	<b><u>\$12,915.40</u></b>
			<b><u>Estimated Tax</u></b>	<b><u>\$0.00</u></b>
			<b><u>Job Total</u></b>	<b><u>\$12,915.40</u></b>

Replace 5 dead sabal palms and 8 oak trees along the main entrance

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

**Christopher J Labenz**

Down to Earth

11/07/2024

Date

Agreed & Accepted By:

Inframark

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dielandscape.com/terms-and-conditions/>.



Down to Earth  
PO Box 72701  
Cleveland, Ohio 44192-0002  
(321) 263-2700

Estimate: #101352

Customer Address

Jayna Cooper  
2005 Pan Am Circle Suite 300  
Tampa, Florida 33604  
Jayna.Cooper@inframark.com

Billing Address

Inframark Management  
Inframark Management Services  
2654 Cypress Ridge Blvd, Suite 101  
Wesley Chapel, FL 33544

Physical Job Address

Two Rivers North CDD A1  
Durand Ct.  
Zephyrhills, FL 33541

Job

Sabal Palm Replacement  
Amenity Center

Estimated Job Start Date

November 22, 2024

Proposed By

Christopher J Labenz

Due Date

November 7, 2024

Estimate Details

Description of Services & Materials	Unit	Quantity	Rate	Amount
<b>Tree/Plant Installation</b>				
Palm Sabal "Booted"	14' CT	3	\$788.91	\$2,366.74
Cocoa Mulch	2 Cubic Foot Bag	10	\$8.01	\$80.10
				<b>Subtotal</b> \$2,446.84
				Estimated Tax \$0.00
				<b>Job Total</b> \$2,446.84

Replace (3) dead sabal palms that were removed behind the amenity center

Estimates require a 50% deposit to order and schedule any approved work. Price does not include any irrigation repairs. Irrigation repairs to be billed separately on a time and material basis.

Proposed By:

Agreed & Accepted By:

Christopher J Labenz

Down to Earth

11/07/2024

Date

Two Rivers North CDD A1

Date

Estimates require a 50% deposit to order and schedule any approved work. The remaining invoice balance is due upon receipt. Pricing on this proposal is good for 30 days from the date created. Actual irrigation repairs will be billed at our standard labor rate plus materials. Any loss or damage from theft, tampering, vandalism, drainage, soil conditions, salt, frost, wildlife, pests, disease, lack of proper maintenance, or acts of God are excluded from this warranty. Additionally, anything underground that cannot be marked by "No Cuts", if damaged, is not covered in the above proposal. Unless specifically quoted, this job only includes an irrigation check. If irrigation services are required, an additional bid will be submitted. If the additional bid is not accepted, DTE is not responsible for loss of materials installed. This proposal is subject to our Terms & Conditions at <https://dtelandscape.com/terms-and-conditions/>.

AMENDMENT  
TO THE  
LANDSCAPE MAINTENANCE AGREEMENT

THIS AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT (“Amendment”) is made and entered into this 7th day of October 2024, by and between Two Rivers North CDD Childers (“Customer”) and SSS Down to Earth Opco LLC dba Down to Earth (“Contractor”).

WITNESSETH:

WHEREAS, **Customer** and **Contractor** entered into a Landscape Maintenance Agreement dated July 20<sup>th</sup> 2023 (“Agreement”), pursuant to which **Contractor** agreed to provide **Customer** with certain Services; and

WHEREAS, **Customer** and **Contractor** desire to modify the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Customer** and **Contractor** agree as follows:

1. The Agreement, as amended, including all Exhibits thereto, shall remain in full force and effect, except as modified by this Amendment.
2. Commencing on September 23rd, 2024, Contractor shall begin performing maintenance services of the common area located in the northwest corner of Childers (red) as well as maintaining the two crushed shell paths currently installed (light blue) as outlined in the “scope calendar” and the annual contract price shall be increased accordingly by \$43,750.18 for a total annual contract price of \$94,294.18
3. **Customer** and **Contractor** agree to abide by the provision of services, as set forth above. Capitalized terms used but not defined herein will have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Amendment to be executed as of the date first set forth above.

**Two Rivers North CDD - Childers**

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

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

**SSS Down to Earth Opco, LC**

By: \_\_\_\_\_  
Name: Matt Loboda  
Title: \_\_\_\_\_

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

## Scope Calendar

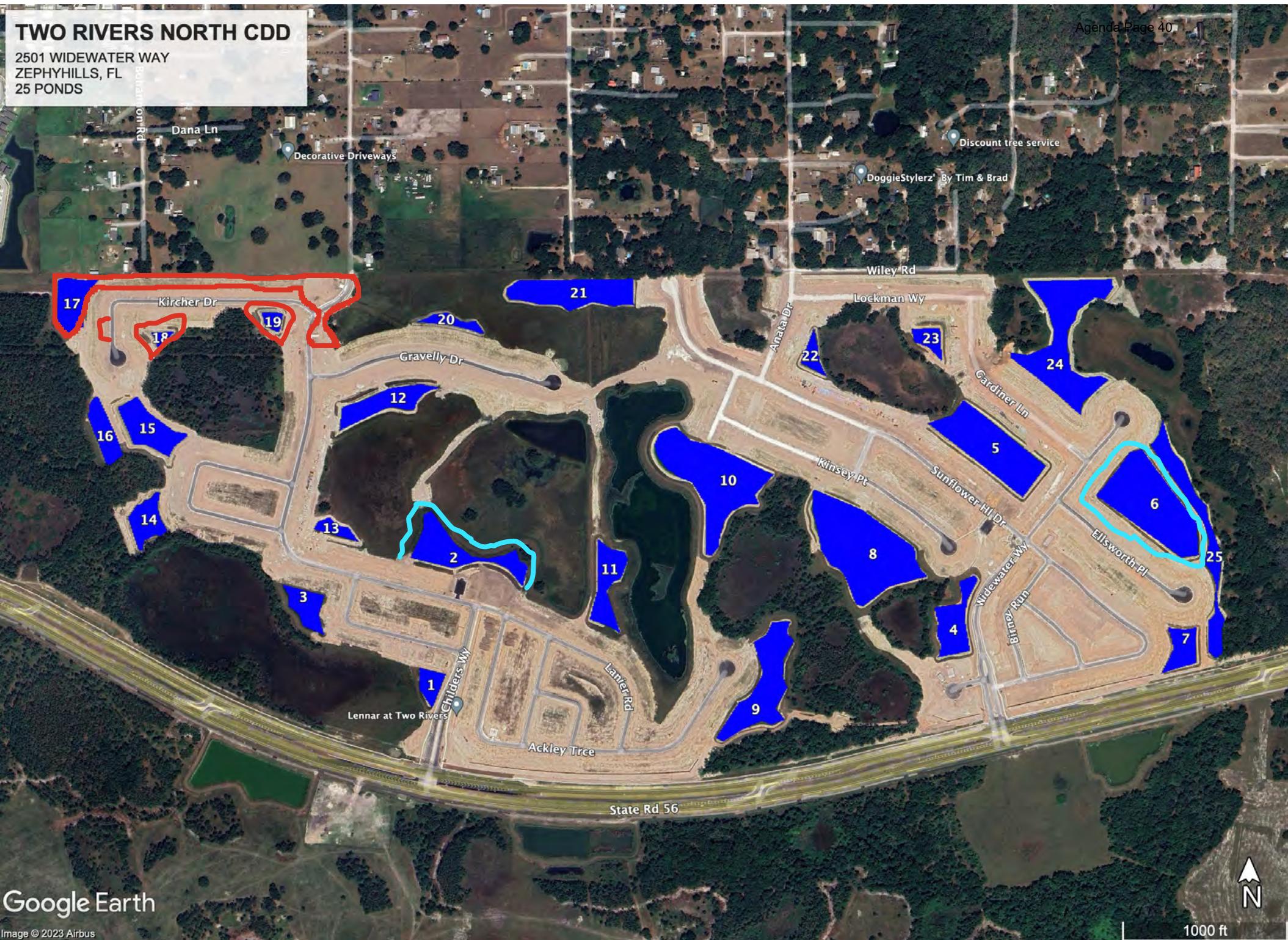
TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	21
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Fertilization	✓		✓		✓		✓		✓		✓		6
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	as needed
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
PLANT BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	as needed
Fertilization	✓			✓			✓			✓			4
Prune	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control Tree Rings	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Pruning up to 12' hgt.		✓			✓			✓			✓		4
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Monthly Wet Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Debris/ Litter Removal	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42

The scope above is representative of services, there may be times where weather conditions impact the planned service schedule. Additionally, fertilization and other chemical applications may vary based on local conditions. Standard Irrigation rates apply during business hours of 7am to 5pm, Monday to Friday. Off-hour's work requires a 50% premium to the rate.

## **TWO RIVERS NORTH CDD**

2501 WIDEWATER WAY  
ZEPHYHILLS, FL  
25 PONDS

Agenda Page 40



AMENDMENT  
TO THE  
LANDSCAPE MAINTENANCE AGREEMENT

THIS AMENDMENT TO THE LANDSCAPE MAINTENANCE AGREEMENT (“Amendment”) is made and entered into this 7th day of October 2024, by and between Two Rivers North CDD A2 (“Customer”) and SSS Down to Earth Opc LLC dba Down to Earth (“Contractor”).

WITNESSETH:

WHEREAS, **Customer** and **Contractor** entered into a Landscape Maintenance Agreement dated July 20<sup>th</sup> 2023 (“Agreement”), pursuant to which **Contractor** agreed to provide **Customer** with certain Services; and

WHEREAS, **Customer** and **Contractor** desire to modify the Agreement pursuant to this Amendment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Customer** and **Contractor** agree as follows:

1. The Agreement, as amended, including all Exhibits thereto, shall remain in full force and effect, except as modified by this Amendment.
2. Commencing on September 23<sup>rd</sup>, 2024, Contractor shall begin performing routine weekly service of the A2 amenity center and crushed shell path located directly south as reflected in “scope calendar” and the annual contract price shall be increased accordingly by \$58,028.25, for a total annual contract price of \$112,973.61.
3. **Customer** and **Contractor** agree to abide by the provision of services, as set forth above. Capitalized terms used but not defined herein will have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS Amendment to be executed as of the date first set forth above.

**Two Rivers North CDD A2**

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

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

**SSS Down to Earth Opc, LC**

By: \_\_\_\_\_  
Name: Matt Loboda  
Title: \_\_\_\_\_

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

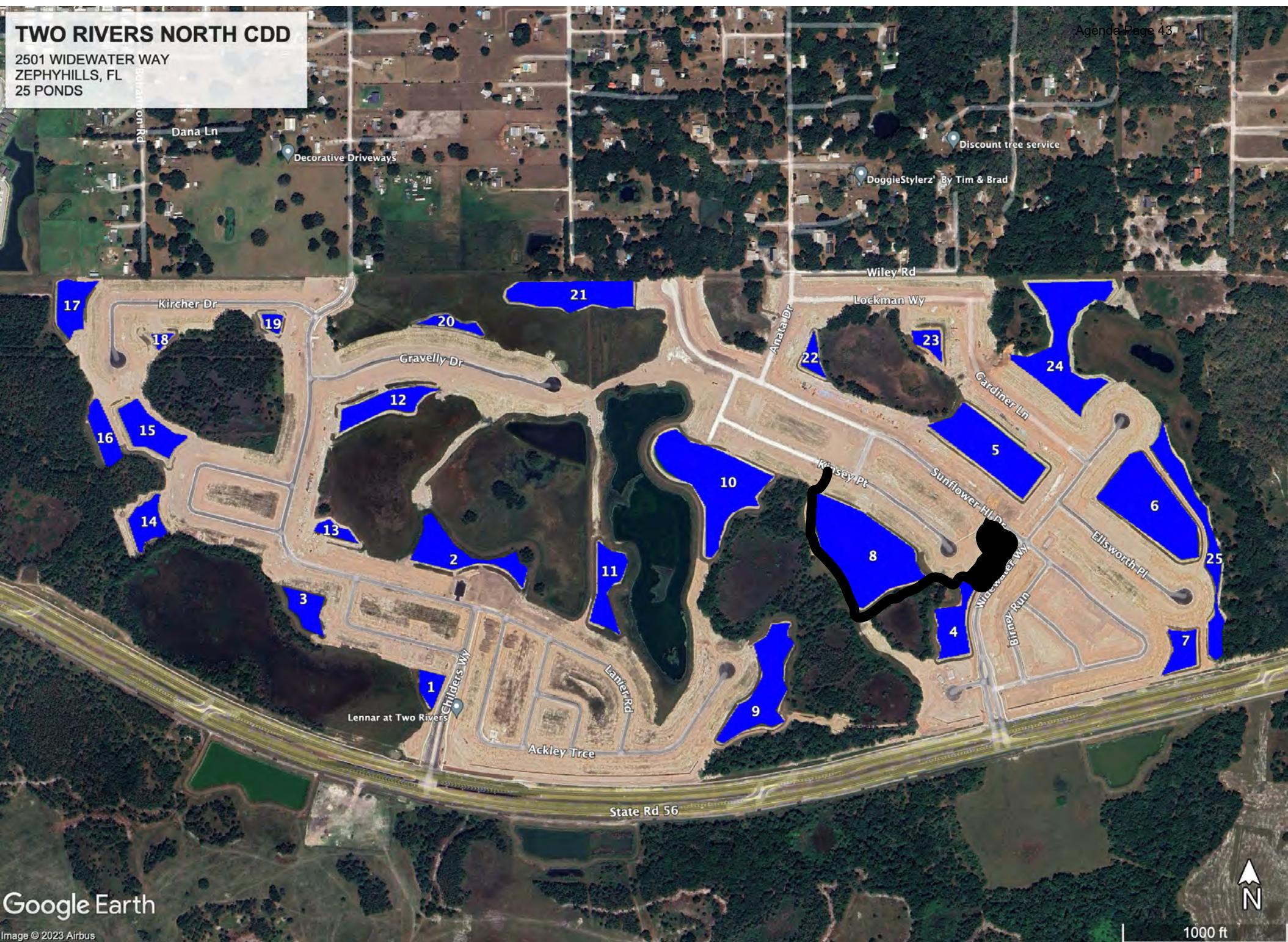
## Scope Calendar

TURF	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Mow	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
String Trim	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Hard Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Soft Edge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	21
Backpack Blowing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	42
Fertilization	✓		✓		✓		✓		✓		✓		6
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	as needed
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
PLANT BEDS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Post-emergent Weed Control	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	as needed
Fertilization	✓			✓			✓			✓			4
Prune	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Disease Control	✓		✓		✓		✓		✓		✓		6
Insect Control	✓		✓		✓		✓		✓		✓		6
TREES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Weed Control Tree Rings	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
Pruning up to 12' hgt.		✓			✓			✓			✓		4
IRRIGATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
Monthly Wet Check	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	12
MISCELLANEOUS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	total
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The scope above is representative of services, there may be times where weather conditions impact the planned service schedule. Additionally, fertilization and other chemical applications may vary based on local conditions. Standard Irrigation rates apply during business hours of 7am to 5pm, Monday to Friday. Off-hour's work requires a 50% premium to the rate.

## TWO RIVERS NORTH CDD

2501 WIDEWATER WAY  
ZEPHYHILLS, FL  
25 PONDS



## RESOLUTION 2025-03

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Two Rivers North Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within unincorporated Pasco County, Florida.

**WHEREAS**, pursuant to Section 189.016, Florida Statutes the Board desires to reallocate funds budgeted to reflect re-appropriated revenues and expenses approved during Fiscal Year 2023/2025.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

1. **Amending the General Fund Budget for Fiscal Year 2023/2024.** The General Fund Budget for Fiscal Year 2023/2024 is hereby amended as shown in **Exhibit A** attached hereto. The District Manager shall post the amended budget on the District’s official website within 5 days after adoption and ensure it remains on the website for at least 2 years.
2. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF November 2024.**

**Attest:**

**Two Rivers North Community  
Development District**

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Secretary/Assistant Secretary

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Chair of the Board of Supervisors

Exhibit A: Amended General Fund Budget for Fiscal Year 2023/2024

**Proposed Budget Amendment**  
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$ -
Interest - Tax Collector	-	-	-	33	33
Special Assmnts- Tax Collector	201,125	-	201,125	191,078	(10,047)
Special Assmnts- CDD Collected	-	-	-	210,000	210,000
Developer Contribution	223,560	-	223,560	2,255,003	2,031,443
Developer Contribution - CIP	-	-	-	1,134,723	1,134,723
Other Miscellaneous Revenues	-	-	-	775	775
<b>TOTAL REVENUES</b>	<b>424,685</b>	-	<b>424,685</b>	<b>3,791,612</b>	<b>3,366,927</b>
<b>EXPENDITURES</b>					
<b>Administration</b>					
Supervisor Fees	10,000	-	10,000	9,200	800
ProfServ-Dissemination Agent	4,200	-	4,200	4,167	33
ProfServ-Info Technology	600	-	600	600	-
ProfServ-Recording Secretary	2,400	-	2,400	600	1,800
ProfServ-Tax Collector	1,200	-	1,200	-	1,200
ProfServ-Trustee Fees	6,500	-	6,500	5,756	744
District Counsel	9,500	24,020	33,520	33,520	-
District Engineer	9,500	3,659	13,159	13,159	-
Administrative Services	4,500	7,830	12,330	12,330	-
Management & Accounting Services	9,000	-	9,000	-	9,000
District Manager	25,000	-	25,000	25,000	-
Accounting Services	9,000	3,050	12,050	12,050	-
Auditing Services	6,000	-	6,000	2,000	4,000
Website Compliance	1,800	-	1,800	1,700	100
Postage, Phone, Faxes, Copies	500	265	765	765	-
Rentals & Leases	600	246	846	846	-
Insurance - General Liability	-	13,544	13,544	13,544	-
Public Officials Insurance	5,000	-	5,000	-	5,000
Legal Advertising	3,500	-	3,500	2,201	1,299
Bank Fees	200	-	200	-	200
Meeting Expense	4,000	-	4,000	65	3,935
Misc-Contingency	-	672	672	672	-
Website Administration	1,200	796	1,996	1,996	-
Miscellaneous Expenses	250	-	250	155	95
Office Supplies	100	-	100	-	100
Dues, Licenses, Subscriptions	175	254,833	255,008	255,008	-
<b>Total Administration</b>	<b>114,725</b>	<b>308,915</b>	<b>423,640</b>	<b>395,334</b>	<b>28,306</b>
<b>Electric Utility Services</b>					

**Proposed Budget Amendment**  
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Utility - Water	-	-	-	(1,749)	1,749
Utility - Electric	6,000	36,988	42,988	42,988	-
Utility - StreetLights	34,800	-	34,800	-	34,800
<b>Total Electric Utility Services</b>	<b>40,800</b>	<b>36,988</b>	<b>77,788</b>	<b>41,239</b>	<b>36,549</b>
<b><u>Water-Sewer Comb Services</u></b>					
Utility - Water	1,000	22,043	23,043	23,043	-
<b>Total Water-Sewer Comb Services</b>	<b>1,000</b>	<b>22,043</b>	<b>23,043</b>	<b>23,043</b>	<b>-</b>
<b><u>Other Physical Environment</u></b>					
Contracts-Trash & Debris Removal	3,000	-	3,000	-	3,000
Contracts-Other Landscape	75,000	-	75,000	-	75,000
Contracts - Landscape	26,880	32,179	59,059	59,059	-
Insurance - General Liability	5,000	-	5,000	-	5,000
R&M-Bush Hogging	6,400	-	6,400	-	6,400
Landscape Maintenance	-	61,266	61,266	61,266	-
R&M-Landscape Pond Areas	101,160	-	101,160	92,776	8,384
Irrigation Maintenance	5,000	-	5,000	-	5,000
Aquatic Maintenance	35,220	6,025	41,245	41,245	-
Misc-Contingency	-	1,033	1,033	1,033	-
Dues, Licenses, Subscriptions	-	280	280	280	-
<b>Total Other Physical Environment</b>	<b>257,660</b>	<b>100,783</b>	<b>358,443</b>	<b>255,659</b>	<b>102,784</b>
<b><u>Parks and Recreation</u></b>					
Field Services	8,000	-	8,000	-	8,000
<b>Total Parks and Recreation</b>	<b>8,000</b>	<b>-</b>	<b>8,000</b>	<b>-</b>	<b>8,000</b>
<b><u>Construction In Progress</u></b>					
Construction in Progress	-	3,112,619	3,112,619	3,112,619	-
<b>Total Construction In Progress</b>	<b>-</b>	<b>3,112,619</b>	<b>3,112,619</b>	<b>3,112,619</b>	<b>-</b>
<b><u>Reserves</u></b>					
Misc-Contingency	2,500	2,250	4,750	4,750	-
<b>Total Reserves</b>	<b>2,500</b>	<b>2,250</b>	<b>4,750</b>	<b>4,750</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>424,685</b>	<b>3,583,598</b>	<b>4,008,283</b>	<b>3,832,644</b>	<b>175,639</b>

**Proposed Budget Amendment**  
For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures	-	(3,583,598)	(3,583,598)	(41,032)	3,542,566
Net change in fund balance	-	(3,583,598)	(3,583,598)	(41,032)	3,542,566
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>9,193</b>	-	<b>9,193</b>	<b>9,193</b>	-
<b>FUND BALANCE, ENDING</b>	<b>\$ 9,193</b>	<b>\$ (3,583,598)</b>	<b>\$ (3,574,405)</b>	<b>\$ (31,839)</b>	<b>\$ 3,542,566</b>



951 Yamato Road • Suite 280  
 Boca Raton, Florida 33431  
 (561) 994-9299 • (800) 299-4728  
 Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

September 9, 2024

To Board of Supervisors  
 Two Rivers North Community Development District  
 2005 Pan Am Circle, Suite 300  
 Tampa, FL 33607

We are pleased to confirm our understanding of the services we are to provide Two Rivers North Community Development District, Pasco County, Florida ("the District") for the fiscal years ended September 30, 2024, 2025, 2026, and 2027. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Two Rivers North Community Development District as of and for the fiscal years ended September 30, 2024, 2025, 2026, and 2027. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

## **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

## **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$5,100 for the September 30, 2024 audit. The fees for the fiscal years ended September 30, 2025, September 30, 2026, and September 30, 2027 will not exceed \$5,200, \$5,300 and \$5,400, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement,

the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Two Rivers North Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

**RESPONSE:**

This letter correctly sets forth the understanding of Two Rivers North Community Development District.

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

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

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



FICPA Peer Review Program  
Administered in Florida  
by The Florida Institute of CPAs



AICPA Peer Review Program  
Administered in Florida  
by the Florida Institute of CPAs

March 17, 2023

**Antonio Grau**  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

## RESOLUTION NO. 2025-04

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICIES REGARDING DISTRICT ROAD PARKING AND TOWING; AUTHORIZING THE ENGAGEMENT OF AN AUTHORIZED TOWING OPERATOR; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Two Rivers North Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida;

**WHEREAS**, the District owns and maintains the District-owned roads (the “**District Roads**”);

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.012(2)(d), Florida Statutes, to contract with a towing operator to remove vehicles from District Roads if the notice and procedures requirements of section 715.07, Florida Statutes, are followed;

**WHEREAS**, unauthorized vehicles or vessels on the District Roads may pose a danger or cause a hazard to the health, safety, and welfare of the District, its residents, its infrastructure, and the general public;

**WHEREAS**, the District desires to contract with a towing operator that is included on an approved list of towing operators in Pasco County, Florida, to tow unauthorized vehicles from District Roads;

**WHEREAS**, the Board held a public meeting to receive public comment on its proposed District Road Parking and Towing Policy.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Incorporation of Recitals**. The above recitals are true and correct and by this reference are incorporated as a material part of this resolution.
2. **Adoption of Road Parking and Towing Policies**. The Board hereby adopts the District Road Parking and Towing Policy attached hereto as **Exhibit “A”**.
3. **Authorizing the Engagement of an Approved Towing Operator**.
  - a. The Board hereby authorizes the District to enter into an agreement with a company that is authorized to perform towing or wrecker services in compliance with Florida law, applicable Pasco County regulations, and the Road Parking and Towing Policy.
  - b. The District shall coordinate with the towing operator to ensure that the required signage shall be posted on District Roads in the manner required by applicable laws and regulations (including specifically Section 715.07, Florida Statutes).

4. **Conflicts.** This Resolution replaces any prior resolutions, policies, rules, actions or any portion or content included therein in conflict with this resolution.
5. **Severability.** If any section or part of a section of this resolution is declared invalid, unconstitutional, or inconsistent with any law or regulation, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such part of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
6. **Effective Date.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded, repealed, replaced, or superseded.

**Passed and Adopted on this 19<sup>th</sup> day of November, 2024**

**Attest:**

**Two Rivers North  
Community Development District**

---

Name: \_\_\_\_\_  
Assistant Secretary

---

Carlos de la Ossa  
Chair of the Board of Supervisors

## Exhibit “A”

### Two Rivers North Community Development District Road Parking and Towing Policy

The Two Rivers North Community Development District (the “**District**”) has adopted the following policy (the “**Policy**”) regarding the parking and towing of vehicles or vessels of any kind (as defined by Section 715.07, Florida Statutes) located on District roads throughout the District boundary (the “**District Roads**”).

The term District Roads includes all District-owned roads located within the District’s boundary. This Policy is in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

#### **Parking Policies:**

1. There should be no parking of vessels on any District Roads.
2. There shall be no parking of vehicles on District Roads except during permitted hours in accordance with this Policy. Vehicles must not be parked in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. Unless authorized in writing by the District, only vehicles that can fit in a standard parking space are permitted to park on District Roads. No commercial vehicles (other than vendors currently servicing the District), RVs, boats, trailers, moving trucks, or oversized vehicles are permitted.
3. The District does not provide any security or monitoring for the District Roads and assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.
4. No overnight (between 12:00 am and 6:00 am) parking is permitted.
5. All vehicles must have valid and proper license plates and registration affixed to their vehicles. Unregistered vehicles may be reported to license inspectors or law enforcement as a violation of Section 320.02, Florida Statutes. Additionally unregistered vehicles may be considered to have been abandoned and reported to law enforcement or code enforcement.
6. Unauthorized parking may result in being towed or reported to the local authorities for trespassing
7. These policies are in addition to, and exclusive of, various state laws, county regulations, or homeowners’ association standards governing parking.

#### **Towing Policies:**

1. Any vehicle or vessel that is parked on District Roads in violation of this policy or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
2. The District shall keep a logbook of all violations of the District’s parking restrictions.

3. The District shall maintain a list of representatives that have the authority to contact the towing operator for the purpose of initiating the towing of a vehicle or vessel from District Roads.
4. Upon discovery of a violation, an authorized District representative may notify the towing operator with whom the District enters into a towing authorization agreement to initiate a tow. The towing operator shall photograph the evidence of such violation and may then tow the vehicle or vessel from District Parking Areas in accordance with said agreement.
5. Prior to directing the Towing Operator to remove any vehicles or vessels, the Authorized Representative shall:
  - i. take a picture evidencing the failure to move the vehicle or vessel.
  - ii. enter the relevant information in the logbook and provide the picture to the District's records custodian.
  - iii. then provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.

**These policies were adopted by Resolution No. 2025-04 on November 19, 2024.**

# **Fifth Order of Business**

**MINUTES OF MEETING  
TWO RIVERS NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Continued meeting of the Board of Supervisors of Two Rivers North Community Development District was held on Tuesday, September 4, 2024, and called to order at 11:02 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway, located at 16615 Crosspointe Run, Land O' Lakes, Florida 34638.

Present and constituting a quorum were:

Carlos de la Ossa	Chairperson
Nicholas Dister	Vice Chairperson ( <i>via phone</i> )
Kelly Evans	Assistant Secretary
Ryan Zook	Assistant Secretary

Also present were:

Jayna Cooper  
John Vericker  
Leah Popelka  
Residents

District Manager  
District Counsel  
Inframark Finance

*The following is a summary of the discussions and actions taken.*

## FIRST ORDER OF BUSINESS

## Call to Order/Roll Call

Ms. Cooper called the meeting to order, and a quorum was established.

## SECOND ORDER OF BUSINESS

## Public Comments on Agenda Items

There being none, the next order of business followed.

### THIRD ORDER OF BUSINESS

## Recess to Public Hearings

Ms. Cooper requested the Board recess to public hearing.

#### FOURTH ORDER OF BUSINESS

## Recess to Public Hearings

Ms. Cooper requested the Board recess to public hearing.

#### FOURTH ORDER OF BUSINESS

# Public Hearing on Adopting Fiscal Year 2025 Final Budget

## A. Open the Public Hearing on Adopting Fiscal Year 2025 Final Budget

On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in favor, Public Hearing on Adopting Fiscal Year 2025 Final Budget, was reopened. 4-0

#### FOURTH ORDER OF BUSINESS

## Public Hearing on Adopting Fiscal Year 2025 Final Budget (Continued)

## C. Public Comments

- Audience comments and questions received by the Board regarding the increase to assessments, playground, and amenity opening.

**45 B. Staff Presentations**

- 46 • Ms. Popelka and Mr. de la Ossa addressed audience comments and questions.  
47

**48 D. Consideration of Resolution 2024-08, Adopting Final Fiscal Year 2025 Budget**  
49

50 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
51 favor, Resolution 2024-08, Adopting Final Fiscal Year 2025 Budget,  
52 was adopted. 4-0

**53 E. Close Public Hearing on Adopting Fiscal Year 2025 Final Budget**  
54

55 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
56 favor, Public Hearing on Adopting Fiscal Year 2025 Final Budget,  
57 was closed. 4-0

**60 FIFTH ORDERS OF BUSINESS****Public Hearing on Levying O&M  
Assessments****61 A. Open Public Hearing on Levying O&M Assessments**

62 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
63 favor, Public Hearing on Levying O&M Assessments, was reopened.  
64 4-0

**65 FIFTH ORDERS OF BUSINESS****Public Hearing on Levying O&M  
Assessments (Continued)****66 C. Public Comment**

- 67 • Audience comments and questions received regarding assessments and the  
68 process to turn over the Board to residents.

**69 B. Staff Presentations**

- 70 • Ms. Popelka explained the build out budget and Mr. Vericker addressed the  
71 general election transition process (after six (6) years and two hundred fifty (250)  
72 electors).

**73 D. Consideration of Resolution 2024-09, Levying O&M Assessments**  
74

75 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
76 favor, Resolution 2024-09, Levying O&M Assessments, was adopted.  
77 4-0

**78 E. Close Public Hearing on Levying O&M Assessments**  
79

87 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
88 favor, Public Hearing on Levying O&M Assessments, was closed.  
89 4-0

90 **SIXTH ORDER OF BUSINESS**

**Board of Supervisors' Requests and  
Comments**

91 There being none, the next order of business followed.  
92

93 **SEVENTH ORDER OF BUSINESS**

**Public Comments**

94 There being none, the next order of business followed.  
95

96 **EIGHTH ORDER OF BUSINESS**

**Adjournment**

97 There being no further business,  
98

99 101 On MOTION by Mr. de la Ossa seconded by Ms. Evans, with all in  
102 favor, meeting was adjourned at 11:53 am. 4-0

103  
104  
105  
106 Jayna Cooper  
107 District Manager

Carlos de la Ossa  
Chairperson

# **Sixth Order of Business**

# TRN NOVEMBER INSPECTION REPORT. 11/5/24, 5:14 PM

Northwater.

Tuesday, November 5, 2024

Prepared For Board of supervisors.

54 Issue Identified

Gary Schwartz





**SR 56.**

Assigned To District manager.  
The fallen tree is scheduled to be cut down and removed.



**SR 56.**

Assigned To District manager.  
North of the SR 56 sidewalk. Turf issues. It looks it might have been damaged from some large construction equipment.



**Pond # 25.**

Assigned To Sitex.

The pond looks good.



**Pond # 7.**

Assigned To Sitex.

The pond has a marginal amount of torpedo grass, but looks good overall.



**SR 56.**

Assigned To DTE.

Heading West on the sidewalk looks good.



**SR 56.**

Assigned To DTE.

The dead palm tree is scheduled to be removed.



### **Widewater Way.**

Assigned To DTE.

The community entrance is clean and looks good.



### **Widewater Way.**

Assigned To DTE.

The East & West sides of the entrance façade is clean and looks good.



**Widewater Way.**

Assigned To DTE.

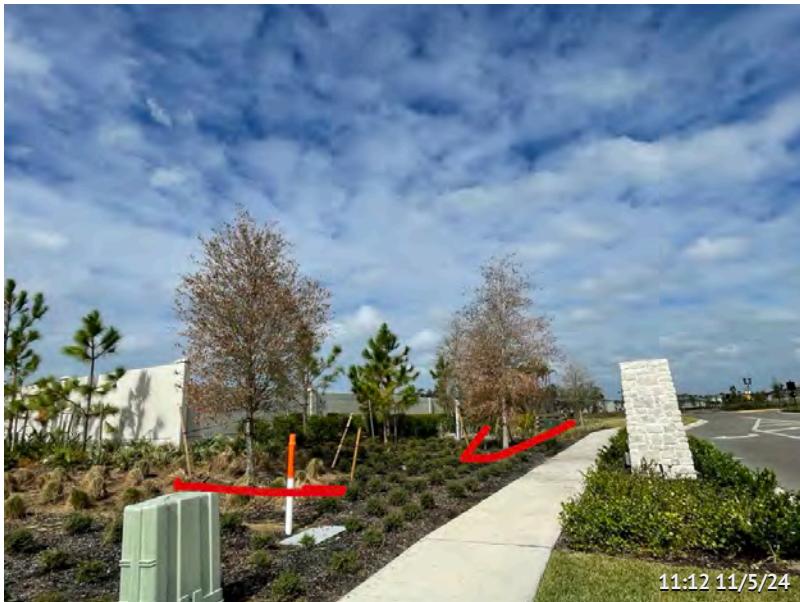
DTE is scheduled to trim back the dead areas of the ornamental grass that was effected by an irrigation issue.



**SR 56.**

Assigned To DTE / District manager.

Heading West on the frontage looks good. The builder sign still needs repaired.



### **Widewater Way.**

Assigned To DTE.

DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



### **SR 56.**

Assigned To DTE.

Heading East on the frontage looks good.



### Widewater Way.

Assigned To DTE.

DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



### Widewater Way.

Assigned To DTE.

DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



**Widewater Way.**

Assigned To DTE.

Trim the dead branch.



**Widewater Way.**

Assigned To DTE.

Rake or pick up the fallen pine needles.



### **Widewater Way.**

Assigned To DTE.

DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



### **Widewater Way.**

Assigned To DTE.

DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



### Widewater Way.

Assigned To DTE.

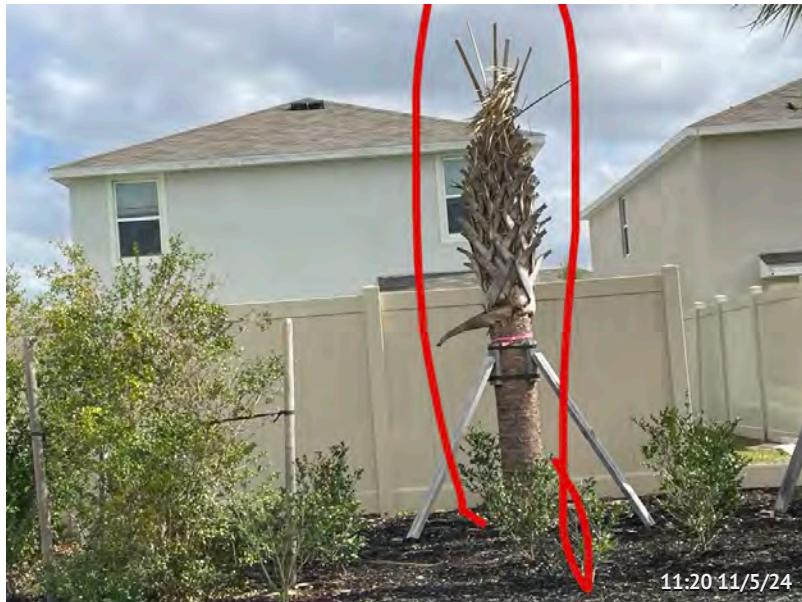
DTE is keeping a hard eye on any deficient hardwood tree, and is tagging any dead hardwood tree for removal.



### Widewater Way.

Assigned To DTE.

Trim all dead areas of the palm tree.



**Widewater Way.**

Assigned To DTE.

DTE is scheduled to remove the dead palm tree.



**Widewater Way.**

Assigned To DTE.

DTE is scheduled to remove the dead palm tree.



**Pond # 4.**

Assigned To Sitex.

The pond looks good.



**Widewater Way.**

Assigned To DTE.

The turf fertility needs improvement.



### Widewater Way.

Assigned To DTE.

Consistently trim the ornamental grass off the sidewalk.



### Widewater Way.

Assigned To District manager.

The utility fence is scheduled to be repaired.



### Widewater Way.

Assigned To DTE.

DTE is scheduled to perform a one off service at the amenity center.  
Leaning tree circled.



### Widewater Way.

Assigned To DTE.

DTE will spray and scuff the bed weeds.



### Widewater Way.

Assigned To District manager.  
The amenity center is clean and looks good.



### Widewater Way.

Assigned To DTE.  
Needs detail. Remove the dead area of the plants.



**Widewater Way.**

Assigned To DTE.

Needs weeding and detail.



**Widewater Way.**

Assigned To District manager.

The clubhouse is clean and looks good.



### **Widewater Way.**

Assigned To District manager.

The table and chairs are clean and looks good.



### **Widewater Way.**

Assigned To DTE.

DTE is scheduled to remove the dead palm tree.



**Widewater Way.**

Assigned To Alchemy.

The pool is clear and blue.

11:31 11/5/24



**Widewater Way.**

Assigned To District manager.

The playground is clean and looks good.

11:34 11/5/24



**Widewater Way.**

Assigned To District manager.

The playground canopy needs to be reinstalled.



**Widewater Way.**

Assigned To DTE.

Remove any dead plants.



**Widewater Way.**

Assigned To District manager.  
The keyed door handle is locked.



**Widewater Way.**

Assigned To District manager.  
All leaning and missing street signs  
are scheduled to be repaired by the  
end of the month.



**Widewater Way.**

Assigned To DTE.

Hide the drip lines.



**Pond # 8.**

Assigned To Sitex.

The pond looks good.



**Pond # 8.**

Assigned To DTE.

Mow.



**Pond # 8.**

Assigned To DTE.

The CDD property needs to be maintained.



**Pond # 10.**

Assigned To Sitex.

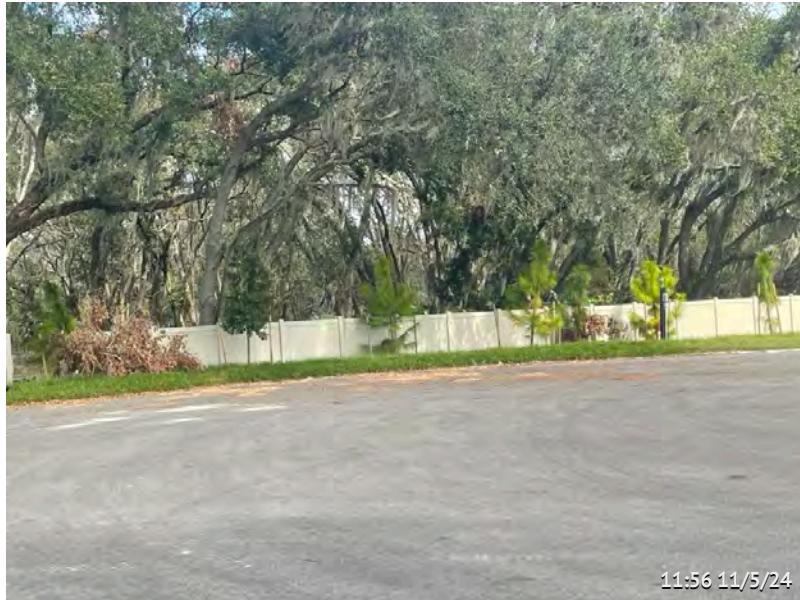
The pond looks good.



**Pond # 21.**

Assigned To Sitex.

The pond looks good.



**Sunflower Hill roundabout.**

Assigned To District manager / DTE.  
Fence damage. Remove the fallen  
tree branch.



**Anata.**

Assigned To District manager.  
Fallen preserve tree.



**Pond # 22.**

Assigned To Sitex.

The pond looks good.



**Pond # 23.**

Assigned To Sitex.

The pond looks good.



**Pond # 5.**

Assigned To Sitex.

The filamentous algae in the pond is beginning to die.



**Pond # 20.**

Assigned To Sitex.

The filamentous algae in the pond is beginning to die, and the pond looks good overall.



**Pond # 6.**

Assigned To Sitex.

The pond looks good.



**Ackley Trace.**

Assigned To DTE.

The pocket park looks good.

# TRN NOVEMBER INSPECTION REPORT. 11/5/24, 5:16 PM

Childers.

Tuesday, November 5, 2024

Prepared For Board of supervisors.

55 Issue Identified

Gary Schwartz

—





**SR 56.**

Assigned To DTE.

Heading West on the sidewalk looks good.



**SR 56.**

Assigned To DTE.

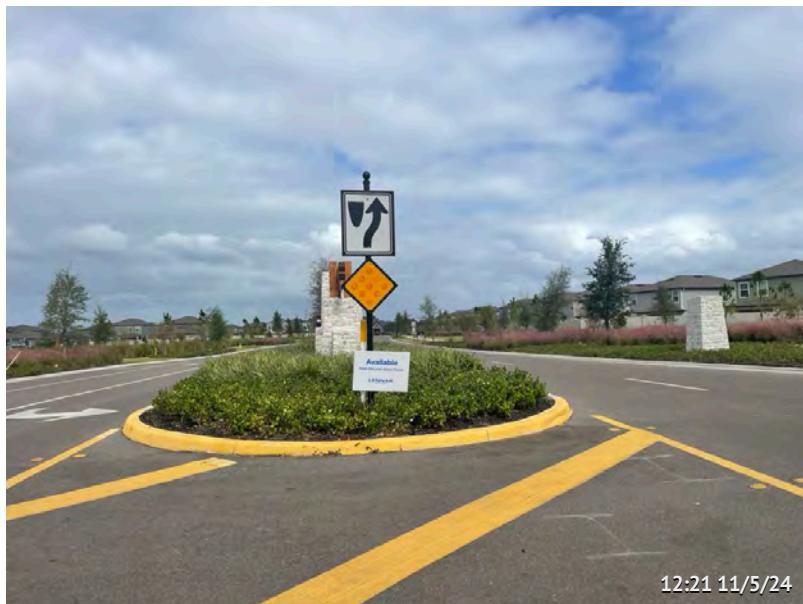
Remove the debris and replace the turf.



**SE 56.**

Assigned To DTE.

The turf, fertility conditions could use improvement.



**Childers.**

Assigned To DTE.

The community entrance is clean and looks good.



**Childers.**

Assigned To DTE.

The East & West side of the entrance façade is clean and looks good.



**SR 56.**

Assigned To DTE.

Heading West on the frontage looks good. The builder sign still needs repair.



**Childers.**

Assigned To DTE.

Missing plant material.



**Childers.**

Assigned To DTE.

Leaning hardwood tree.



**Childers.**

Assigned To DTE.

Leaning hardwood tree.



**Childers.**

Assigned To District manager.

Utility lines.



**Childers.**

Assigned To DTE.

Visible drip lines. Needs mulch.



**SR 56.**

Assigned To DTE.

Heading East on the frontage looks good.



**Pond # 1.**

Assigned To Sitex.

There is a marginal amount of torpedo grass in the pond, but the pond looks good overall.



**Childers.**

Assigned To DTE.

Needs trimming.



**Childers.**

Assigned To DTE.

The turf, fertility conditions need to be better.



**Pond # 3.**

Assigned To Sitex.

The pond looks good



**Pond # 13.**

Assigned To Sitex.

The pond looks good.



**Pond # 14.**

Assigned To Sitex.

The pond looks good. The trash in the pond needs to be removed.



**Pond # 14.**

Assigned To Sitex.



**Pond # 14.**

Assigned To DTE.

Missed mowing the sides and back of the pond.



**Kircher.**

Assigned To DTE.

DTE is scheduled to perform a one off service for this area.



**Lanier.**

Assigned To DTE.

DTE is scheduled to perform a one off service for this area.



**Lanier.**

Assigned To District manager.  
The fence repair is scheduled.



**Pond # 12.**

Assigned To Sitex.  
The pond looks good.



**Pond # 20.**

Assigned To Sitex.

The pond looks good.

12:57 11/5/24



**Pond # 20.**

Assigned To Sitex.

DTE is scheduled to mow the pond.

12:57 11/5/24



**Lanier.**

Assigned To DTE.

The amenity center parking lot is clean and looks good.



**Lanier.**

Assigned To DTE.

Trim all dead areas of the palm tree.



**Lanier.**

Assigned To DTE.

Straighten the leaning tree.



**Lanier.**

Assigned To District manager.

Missing pool rules need to be ordered.



**Lanier.**

Assigned To District manager.  
The table and chairs are clean and look good.



**Lanier.**

Assigned To Alchemy.  
The pool is clear and blue.



**Lanier.**

Assigned To District manager.

The sports activity area is clean and looks good.



**Lanier.**

Assigned To DTE.

Trim all dead areas of the palm tree.



**Lanier.**

Assigned To District manager.  
All looks good



**Lanier.**

Assigned To District manager.  
The clubhouse is clean and looks good.



**Lanier.**

Assigned To DTE.

Remove and replace the dead plant.



**Lanier.**

Assigned To DTE.

The amenity center is clean and looks good.



**Lanier.**

Assigned To DTE.

The turf fertility needs improvement



**Lanier.**

Assigned To DTE.

The turf fertility needs immediate improvement.



**Lanier.**

Assigned To DTE.

The turf fertility needs immediate attention before die back occurs.



**Lanier.**

Assigned To District manager.

The playground canopy needs to be reinstalled.



**Lanier.**

Assigned To DTE.

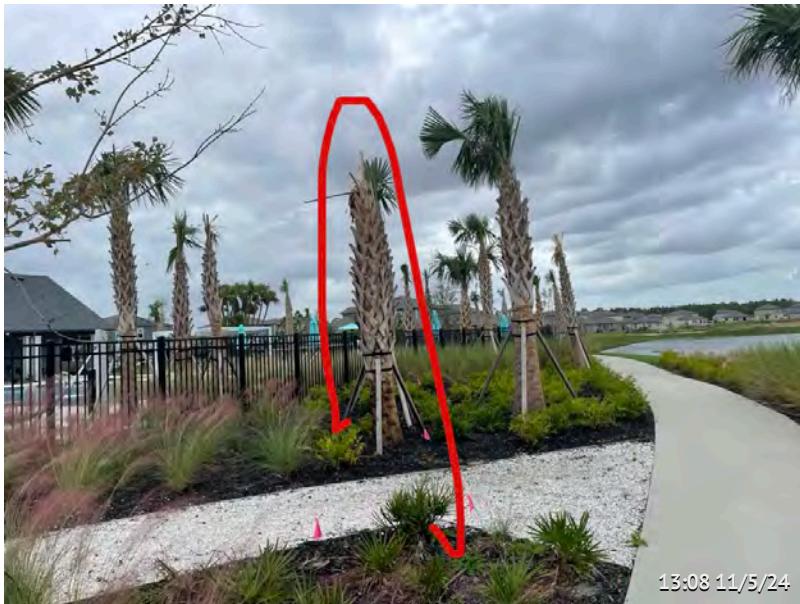
DTE is scheduled to remove the dead palm tree.



**Lanier.**

Assigned To DTE.

Weeds.



**Lanier.**

Assigned To DTE.

DTE is scheduled to remove the dead palm tree.



**Lanier.**

Assigned To DTE.

DTE is scheduled to remove the dead palm tree.



**Pond # 2.**

Assigned To Sitex.

The invasion pond growth is beginning to die.



**Pond # 16.**

Assigned To Sitex.

The pond looks good.



**Pond # 17.**

Assigned To Sitex

The pond looks good.



**Pond # 15.**

Assigned To Sitex.

The pond looks good.



**Pond # 18.**

Assigned To Sitex.

The filamentous algae in the pond is beginning to die.



**Pond # 18.**

Assigned To District manager.

Lennar was informed of the trash debris.



**Pond # 19.**

Assigned To Sitex.

The filamentous algae in the pond is beginning to die.



**Pond # 9.**

Assigned To Sitex.

The filamentous algae in the pond is beginning to die.



**Pond # 11.**

Assigned To Sitex.

The pond looks good.