



Rizzetta & Company

Bexley Community Development District

Board of Supervisors' Meeting May 27, 2020

**Via conference call pursuant to Governor DeSantis' Executive Order
20-69 (as extended by Executive Order 20-112)**

**<https://zoom.us/j/6015680675/>
Meeting ID: 601 568 0675
One tap mobile
+19292056099,,6015680675# US (New York)**

www.bexleycdd.org

**BEXLEY
COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors	Doug South Amanda King John Blakley Pete Williams Jessica Robinson	Chairman Assistant Secretary Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	Alyssa Willson	Hopping Green & Sams, PA
District Engineer	Jordan Schrader	Clearview Land Design

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

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

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

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

May 20, 2020

Board of Supervisors
Bexley Community
Development District

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Bexley Community Development District will be held on **Wednesday, May 27, 2020 at 1:00 p.m.** via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-112) at <https://zoom.us/j/6015680675> using **Meeting ID: 6015680675**. For **audio only**, call using: +19292056099,, 6015680675# (New York). The following is the tentative agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on April 22, 2020.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for April 2020.....Tab 2
 - C. Ratification of Series 2018 Requisitions - Under \$100K – None
 - D. Ratification of Series 2018 Requisitions Over \$100K – None
 - E. Ratification of Change Orders – None
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2020-10; Re-Designating a Secretary for the District.....Tab 3
 - B. Consideration of Solitude Budget Notice – Waterway Management.....Tab 4
 - C. Consideration of Solitude Budget Notice – Preserve Management.....Tab 5
 - D. Consideration of Special Warranty Deed to Hayman Fuentes Farm – Tract B-1.....Tab 6
 - E. Consideration of 3A Plat Common Area Dedication and License Agreement.....Tab 7
 - F. Consideration of Bill of Sale – Bexley South Parcel 4 – Phase 3A.....Tab 8
 - G. Consideration of Agreement with Developer Regarding Maintenance of Trail.....Tab 9
 - H. Presentation of Fiscal Year 2020-2021 Proposed Budget.....USC
 1. Consideration of Resolution 2020-08; Approving FY 20-21 Proposed Budget and Setting a Public Hearing.....Tab 10

- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Field Services Manager
 - i. Presentation of Field Services Report.....Tab 11
 - ii. Consideration of LMP New Plant Installation Proposal...Tab 12
 - D. Clubhouse Manager
 - i. Presentation of Clubhouse Report.....Tab 13
 - E. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571 or email Jordan Lansford at jlansford@rizzetta.com.

Sincerely,
Jordan Lansford
District Manager

Tab 1

MINUTES OF MEETING

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

BEXLEY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Bexley Community Development District was held on Wednesday, April 22, 2020 at 1:02 p.m. via conference call pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Order 20-11). Video Conference at <https://zoom.us/j/6015680675> using Meeting ID: 6015680675. For audio only use +19292056099 with Conference ID 6015680675# US (New York).

Present and constituting a quorum were:

Doug South	Board Supervisor, Chairman
John Blakley	Board Supervisor, Assistant Secretary
Pete Williams	Board Supervisor, Assistant Secretary
Jessica Robinson	Board Supervisor, Assistant Secretary
Amanda King	Board Supervisor, Assistant Secretary

Also present were:

Jordan Lansford	District Manager, Rizzetta & Company, Inc.
Alyssa Willson	District Counsel, Hopping Green & Sam's
Bryan Cooper	Clubhouse Manager
Jordan Schrader	District Engineer, Clearview Land Design
John Toborg	Field Services, Rizzetta & Company

No Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Lansford called the meeting to order and conducted the roll call.

SECOND ORDER OF BUSINESS

Administer Oath of Office – Amanda King

Ms. Lansford administered the Oath of Office to Ms. King. Ms. King elected to decline compensation. Ms. Lansford also reviewed Form 1 and the Sunshine Amendment.

THIRD ORDER OF BUSINESS

Audience Comments

There was no audience.

51 **FOURTH ORDER OF BUSINESS** **Consideration of Minutes of the Board**
52 **of Supervisors Meeting held February**
53 **26, 2020**
54

55 Ms. Lansford presented the Minutes of the Board of Supervisors' meeting held on
56 February 2020 for consideration.
57

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors' meeting held on February 26, 2020, as is, for Bexley Community Development District.

58
59 **FIFTH ORDER OF BUSINESS** **Consideration of Operation and**
60 **Maintenance Expenditures for**
61 **February and March 2020**
62

63 Ms. Lansford presented the Operation and Maintenance Expenditures for
64 February and March 2020 to the Board.
65

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for February (\$131,195.87) and February 2020 (\$112,777.06), for Bexley Community Development District.

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67 **SIXTH ORDER OF BUSINESS** **Presentation of March 2020 Aquatics**
68 **Report**
69

70 Ms. Lansford presented the March 2020 Aquatics Report to the Board. A
71 discussion ensued.
72

73 **SEVENTH ORDER OF BUSINESS** **Ratification of Bexley FY 2018-2019**
74 **Financial Audit**
75

76 Ms. Lansford presented the Bexley Fiscal Year 2018-2019 Audit to the Board for
77 ratification.
78

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors ratified the Bexley Fiscal Year 2018-2019 Financial Audit, for Bexley Community Development District.

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88 **EIGHTH ORDER OF BUSINESS** **Ratification of Resolution 2020-09;**
89 **Authorizing District Signatories**
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91 Ms. Lansford presented Resolution 2020-09; Authorizing District Signatories to the
92 Board for ratification.
93

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors ratified the Resolution 2020-09; Authorizing District Signatories, for Bexley Community Development District.

94
95 **TWELFTH ORDER OF BUSINESS** **Staff Reports**

96
97 **A. District Counsel**
98 No report.

99
100 **B. District Engineer**
101 No report.

102
103 **C. Field Services Manager**
104 Ms. Lansford presented the Field Services Report to the Board. A
105 discussion ensued.

106
107 Ms. Lansford presented two (2) LMP irrigation proposals to the Board for
108 consideration. (Exhibit A) The Board approved LMP Proposal #65495 for
109 \$784.00 to raise irrigation heads on Broad Porch Run and LMP Proposal
110 #65494 for \$296.00 to raise irrigation heads on Tower Rd. and Ballantrae
111 Blvd.

On a Motion by Mr. South, seconded by Mr. Williams, with all in favor, the Board of Supervisors approved LMP Proposal #65495 for \$784.00 to raise irrigation heads on Broad Porch Run and LMP Proposal #65494 for \$296.00 to raise irrigation heads on Tower Rd. and Ballantrae Blvd., for Bexley Community Development District.

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114 **D. Clubhouse Manager**
115 Ms. Lansford presented the Clubhouse Report to the Board. A discussion
116 ensued regarding wildlife.

117
118 **E. District Manager**
119 Ms. Lansford reminded the Board that the next meeting would be held on
120 May 27, 2020 at 1:00 p.m. at the office of Rizzetta & Company, 5844
121 Old Pasco Road, Suite 100, Chapel FL 34638.

122
123 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Requests**

124
125 Mr. South requested to cease proceeding with the bid process for landscaping until
126 a reasonable time in the future.

127
On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of

Supervisors agreed to cease proceeding with the bid process for landscaping until a reasonable time in the future, for Bexley Community Development District.

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SIXTEENTH ORDER OF BUSINESS Adjournment

Ms. Lansford requested a motion from the Board to adjourn the meeting.

On a Motion by Mr. Williams, seconded by Mr. South, with all in favor, the Board of Supervisors adjourned the meeting at 1:50 p.m. for Bexley Community Development District.

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Secretary / Assistant Secretary

Chairman / Vice Chairman

Exhibit A



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Bexley CDD Rizzetta & Company, Inc. 5844 Old Pasco Road # 100 Wesley Chapel, FL 33544

Date	4/21/2020
Estimate #	65495
LMP REPRESENTATIVE	
CM-PI	
PO #	
Work Order #	

Broad Porch Run - controllers F and G.

ITEM	DESCRIPTION	QTY	COST	TOTAL
Irrigation Relat...	Raise heads in turf	196	4.00	784.00
	Raise heads in turf area for better coverage.			

TERMS AND CONDITIONS:

TOTAL	\$784.00
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and terms and conditions are hereby satisfactorily agreed upon. LMP, Inc. has been authorized to perform the work as outlined and payment will be made as outlined above. The above pricing does not include any unforeseen modifications to the said irrigation system that could not be reasonably accounted for prior to job start. All plant material carries a one (1) year warranty provided LMP, Inc. is performing landscape maintenance services to the area installed or enhanced at the time of installation. If not, then there is no warranty on the plant material.

OWNER / AGENT

DATE



PO Box 267
 Seffner, FL 33583
 O: 813-757-6500
 F: 813-757-6501

Estimate

Submitted To:
Bexley CDD Rizzetta & Company, Inc. 5844 Old Pasco Road # 100 Wesley Chapel, FL 33544

Date	4/21/2020
Estimate #	65494
LMP REPRESENTATIVE	
CM-PI	
PO #	
Work Order #	

Tower Rd and Ballantrae Blvd. controller.

ITEM	DESCRIPTION	QTY	COST	TOTAL
Irrigation Relat...	Raise spray head	74	4.00	296.00
	Raise spray heads in turf areas for proper coverage.			

TERMS AND CONDITIONS:

TOTAL	\$296.00
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LMP reserves the right to withdraw this proposal if not accepted within 30 days of the date listed above. Any alteration or deviation to scope of work involving additional costs must be agreed upon in writing as a separate proposal or change order to this proposal. Periodic invoices may be submitted if job is substantial in nature with final invoice being submitted at completion of project. Any work performed requiring more than 5 days to complete is subject to progressive payments as portions of the work are completed. No finance charge will be imposed if the total of said work is paid in full within 30 days of invoice date. If not paid in full within 30 days, then customer is subject to finance charges on the balance of the work from the invoice date at a rate of 1.5% per month until paid. LMP shall have the right to stop work under this contract until all outstanding amounts including finance charges are paid in full. Payments will be applied to the oldest invoices.

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OWNER / AGENT

DATE

Tab 3

RESOLUTION 2020-10

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

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

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Eric Dailey as Secretary pursuant to Resolution 2016-08; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Bob Schleifer is appointed Secretary

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

PASSED AND ADOPTED THIS ___ DAY OF MAY, 2020.

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

Tab 6

Prepared by and return to:
Alyssa C. Willson, Esquire
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

Parcel No: 19-26-18-0020-0B100-0000

SPECIAL WARRANTY DEED
(A Portion of Bexley Village Drive 1st Extension Tract B1)

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made effective _____, 2020, by **BEXLEY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (“**Grantor**”), whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 in favor of Lawrence E. Fuentes, Trustee of the Hayman-Fuentes Farm Land Trust of October 23, 2006 (“**Grantee**”), whose mailing address is 1407 W. Busch Boulevard, Tampa, FL 33612.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, lawful money of the United States of America, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to Grantee, its successors and assigns, forever, all of the following described land in Pasco County, Florida (“**Property**”):

See Exhibit “A” attached hereto and incorporated herein by this reference.

Together with all appurtenances thereunto appertaining, and all fixtures and improvements located thereon.

GRANTOR reserves for itself and its successors and assigns a non-exclusive and perpetual right and easement over, through, under, and across the Property for drainage and utility purposes (the “**Reserved Drainage and Utility Easement**”) and does further reserve for itself, its successors and assigns, a non-exclusive and perpetual access easement over, through and across the Property for the purposes of accessing the Reserved Drainage and Utility Easement, to the extent reasonably necessary from the nearest public right-of-way (the “**Reserved Access Easement**”) and, collectively with the Reserved Drainage and Utility Easement, the “**Reserved Easements**”). Grantor shall be solely responsible for maintenance, repair and replacement of the Reserved Easements and improvements therein, but may not interfere with Grantee’s use and enjoyment of the rights of Grantee during any period of such entry, and in no event shall Grantor have the right to interfere with the access rights of Grantee over the roadway improvements constructed on the Property by Grantee, its successors or assigns.

TO HAVE AND TO HOLD the Property, together with the appurtenances, unto Grantee, its successors ad assigns, in fee simple forever, for the purposes set forth herein.

SUBJECT, HOWEVER, to all covenants, restrictions, easements, encumbrances and other matters of record described herein or referenced on **Exhibit "B"** attached hereto and made a part hereof (collectively, the "**Permitted Encumbrances**"), but this instrument shall not operate to reimpose the same, and Subject to the MPUD Requirement (as defined below).

By acceptance hereof, Grantee acknowledges and agrees that the Property is being conveyed to Grantee in satisfaction of Condition #28 of the Bexley South Master Planned Unit Development ("**MPUD**") Conditions of Approval Rezoning Petition No. 7109, approved by Pasco County (Condition #28, as may be amended from time to time, being referred to herein as, the "**MPUD Requirement**"). Grantee shall not remove any improvements previously constructed by Grantor within the Property from the eastern right-of-way line of Bexley Village Drive to the western boundary of the jurisdictional wetland line pursuant to the requirements of the MPUD Requirement including, any roadway, drainage, utilities, and sidewalk improvements (collectively, the "**MPUD Improvements**"). Grantee shall operate, maintain, repair and replace, in a good and functional manner, any and all improvements on or within the Property, including the MPUD Improvements, in accordance with all permits and requirements of Pasco County and any other governmental authority having jurisdiction over the Property, including the MPUD Requirement, until such time as Pasco County has accepted the operation and maintenance of the Property and improvements and released the Property from any applicable maintenance bonds or similar maintenance security requirements.

In the event Grantee fails to maintain the Property or any improvements constructed thereon (including the MPUD Improvements) in accordance with the terms and conditions outlined herein, including the MPUD Requirement, and such failure continues for sixty (60) days after notice and demand for cure, then Grantor shall have the right, without obligation, to undertake such maintenance at Grantee's expense, to be reimbursed by Grantee to Grantor within thirty (30) days after demand.

In the event the construction of Grantee's improvements or Grantee's failure to perform maintenance required hereunder materially interfere with the Reserved Easements, Grantee shall be obligated to commence repair of any damage to or address any functionality issues associated with Grantor's drainage improvements within two (2) business days after receipt of notice of the same from Grantor, failing which Grantor shall have the right, without obligation, to undertake such maintenance at Grantee's expense, to be reimbursed by Grantee to Grantor within thirty (30) days after demand. Grantee further agrees to construct additional improvements on the Property, at Grantee's expense, in accordance with all Pasco County and/or SWFWMD requirements and approvals, including the MPUD Requirement.

Notwithstanding anything to the contrary herein, Grantor's entry onto the Property will be subject to the prior written permission of Grantee (any such permission, an "**Entry Permission**") which will not be unreasonably withheld, conditioned, or delayed. It will be reasonable for such occupant to refuse to provide an Entry Permission if (a) a written request for permission to enter (an "**Entry Notice**") is not delivered to such occupant at least 2 business days prior to the requested time of entry, (b) the reason for and scope of the activities to be undertaken pursuant to such entry

is not described in reasonable detail in such Entry Notice so that the occupant can reasonably determine the magnitude of any attendant interruption of or interference with the use and operations conducted by the occupant, any reasonably anticipated damage to the surface area of the Property, and the scope of any repair and restoration required as a result thereof. Grantee may impose such commercially reasonable conditions and requirements on Grantor's entry onto the Property so as to minimize the disruption and interference with the business and operations conducted on the Property and to protect the health, safety, and welfare of the occupant of the Property, such occupant's employees, guests, and invitees, as well as the public in general, including without limitation requiring work to be performed outside of such occupant's peak traffic hours.

Grantee shall complete all construction-related activities on the Property within one hundred eighty (180) consecutive days from commencement of land disturbance activities, subject to delay for matters beyond Grantee's control, such as labor disputes, inability to obtain any necessary materials or services, pandemic, acts of God, weather conditions that are unusually severe or exceed average conditions for that time of year, persistent inclement weather, war, terrorist acts, insurrection, delays caused by governmental permitting or regulations, or other similar events beyond such Grantee's reasonable control and not the fault of such party ("**Force Majeure**").

Grantee further agrees to size any drainage improvements constructed by Grantee within the Property to accommodate the existing and permitted drainage flows via Floodplain Area C6 and Wetland SW-CR as depicted on the approved Bexley Village Drive- 1st Extension plans as approved by SWFWMD Environmental Resource Permit No. 43024788.018 & 025.

NNP-Bexley, LLC, and its successors and assigns, as developer/applicant under the MPUD ("**Developer**"), is an express third-party beneficiary of the Grantor's rights and the Grantee's covenants and obligations under this Deed. Grantee acknowledges and agrees that Grantor and Developer shall have all rights and remedies in the enforcement of Grantor's rights and Grantee's obligations under this Deed, including equitable remedies including, but not limited to, a decree of specific performance. The prevailing party in any action arising under the covenants set forth in this Deed shall be entitled to its reasonable attorneys' fees and costs paid by the non-prevailing party.

All notices to be delivered hereunder shall be sent by hand delivery, overnight courier, or US mail, at the addresses set forth on the signature pages attached hereto and shall be deemed given on the date received or rejected. Addresses may be changed by either party upon five (5) business days' prior notice to the other party.

Subject to the matters noted in this Deed, Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Encumbrances) but against none other.

[Signatures Appear on Following Page]

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

GRANTOR:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special purpose government, organized
and existing under Chapter 190, Florida
Statutes

By:

Doug South, Chair of the
Board of Supervisors

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was sworn to and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2020, by Doug South, Chair of the Board of Supervisors of the Bexley Community Development District, a local unit of special purpose government, organized and existing under Chapter 190, Florida Statutes. He is _____ personally known or _____ has produced a driver's license as identification.

Notary Public

Printed Name: _____

[Signatures Continued on Following Page]

[Grantee's Signature Page to Special Warranty Deed]

ACCEPTED BY GRANTEE:

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

**HAYMAN-FUENTES FARM LAND
TRUST OF OCTOBER 23, 2006**

By:

Print Name: Lawrence E. Fuentes
Title: Trustee, and not individually

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was sworn to and subscribed before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2020, by_ _____, as _____. He/she is _____ personally known or _____ has produced a driver's license as identification.

Notary Public

Printed Name: _____

EXHIBIT "A"

**BEXLEY SOUTH
FUENTES ACCESS PARCEL**

DESCRIPTION: That part of TRACT "B-1" designated as "(Public) Roadway Easement", according to the plat of BEXLEY VILLAGE DRIVE 1ST EXTENSION, as recorded in Plat Book 72, Pages 122 through 135 inclusive, of the Public Records of Pasco County, Florida, lying in Section 30, Township 26 South, Range 16 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said TRACT "B-1", run thence along the Easterly boundary of said TRACT "B-1", N.02°24'21"W., 1072.97 feet to the Southeast corner of the aforesaid "(Public) Roadway Easement" for a **POINT OF BEGINNING**; thence along the Southerly, Westerly and Northerly boundaries of said "(Public) Roadway Easement", in their respective order, the following three (3) courses: 1) N.89°30'00"W., 184.78 feet; 2) N.00°30'00"E., 142.00 feet; 3) S.89°30'00"E., 177.58 feet to a point on the aforesaid Easterly boundary of TRACT "B-1"; thence along said Easterly boundary of TRACT "B-1", S.02°24'21"E., 142.18 feet to the **POINT OF BEGINNING**.

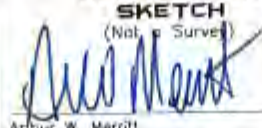
Containing 0.591 acres, more or less.

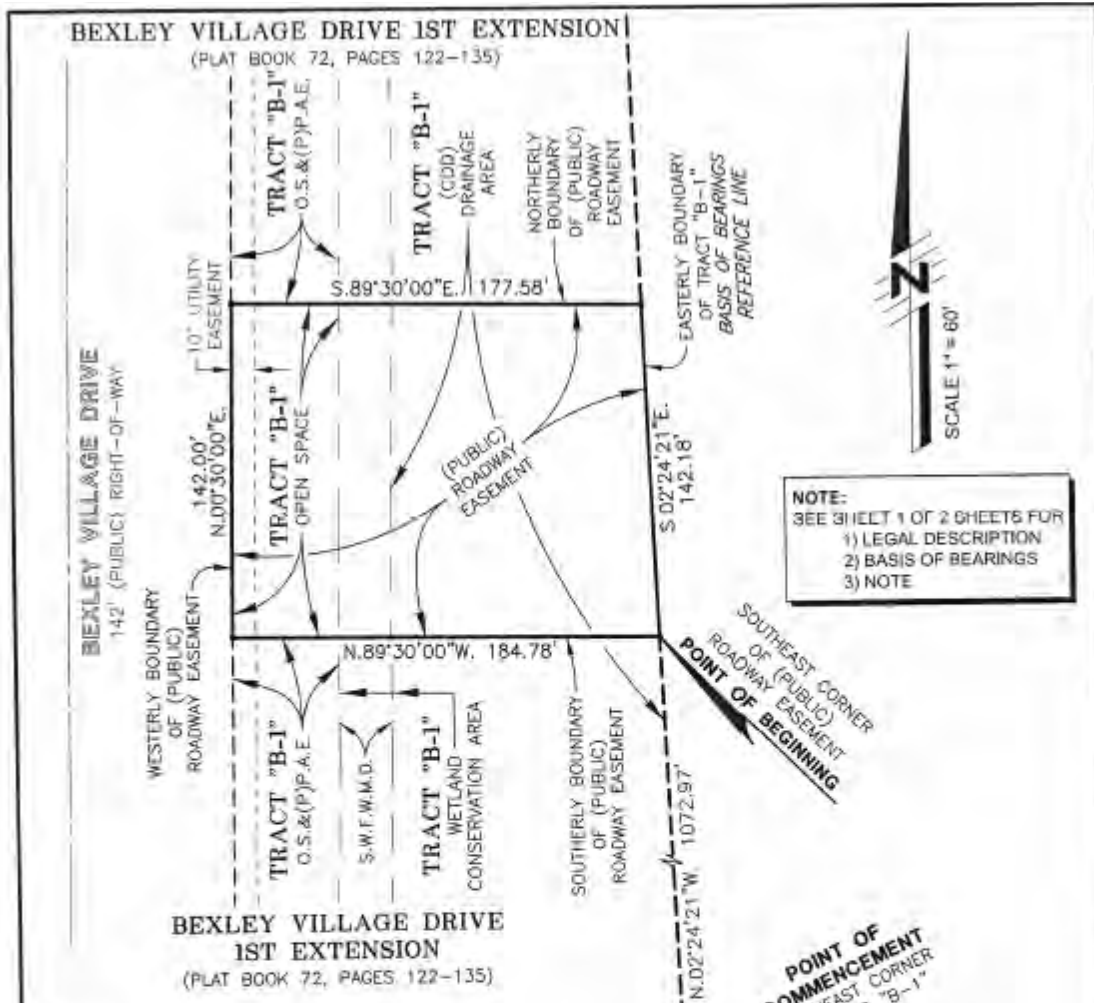
NOTE: Refer to the recorded plat of BEXLEY VILLAGE DRIVE 1ST EXTENSION, as recorded in Plat Book 72, Pages 122-135, inclusive, of the Public Records of Pasco County, Florida, for complete detailed information for TRACT "B-1"

BASIS OF BEARINGS

The Easterly boundary of TRACT "B-1", according to the plat of BEXLEY VILLAGE DRIVE 1ST EXTENSION, as recorded in Plat Book 72, Pages 122 through 135 inclusive, of the Public Records of Pasco County, Florida, has a Grid bearing of N.02°24'21"W. The Grid Bearings as shown hereon refer to the State Plane Coordinate System (NAD 83-2007 ADJUSTMENT) for the West Zone of Florida.

**BEXLEY SOUTH
FUENTES ACCESS PARCEL**

Prepared For: NNP-BEXLEY, LLC			
<p align="center">DESCRIPTION SKETCH (Not a Survey)</p>  <p>Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498</p>		<p align="center">AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER 187178 3010 W. Justice Street, Suite 150 Tampa, FL 33609 PHONE (813) 221-5200</p>	
No.	Date	Description	Drawn
REVISIONS			
SHEET NO. 1 OF 2 SHEETS			
<p align="center">NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASID SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>		<p>Drawn: WJS Checked: AMW Order No: 04-094-05-052 Date: 7-16-20 City: Bartlett - IL - Fuentes OS 05 05 The Plot, if Valid, Represents the Position of Fuentes Access SECTION 30, TOWNSHIP 26 SOUTH, RANGE 16 EAST</p>	



NOTE:
SEE SHEET 1 OF 2 SHEETS FOR
1) LEGAL DESCRIPTION
2) BASIS OF BEARINGS
3) NOTE

- LEGEND**
- (CDD) - Bexley Ranch Community Development District
 - O.S.&(P)P.A.E. - Open Space and (Public) Pedestrian Access Easement

BEXLEY SOUTH FUENTES ACCESS PARCEL

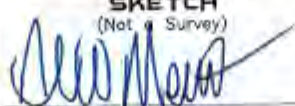
Prepared For: NNP-BEXLEY, LLC			
DESCRIPTION SKETCH (Not a Survey)  Arthur W. Merritt FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 4498		AMERRITT, INC. LAND SURVEYING AND MAPPING LICENSED BUSINESS NUMBER 187719 3010 W. Azalea Street, Suite 150 Tampa, FL 33609 PHONE (813) 231-5200	
No.	Date	Description	Drawn: WFS Checked: AMM Order No.: AM-104-01-082
REVISIONS SHEET NO. 2 OF 2 SHEETS			Date: 1-16-20 Day: Bexley/S-1st-Fuentes-CO-Jet File Path: \\Bexley South\Access Parcels\Bexley South Fuentes Access
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER			SECTION 30, TOWNSHIP 28 SOUTH RANGE 18 EAST

Exhibit "B"
PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2020 and all subsequent years, which are not yet due and payable.
2. Provisions of the Plat of Bexley Village Drive 1st Extension, recorded in Plat Book 72, Page 122 of the Public Records of Pasco County, Florida.

Tab 8

BILL OF SALE
(Bexley South Parcel 4 Phase 3A)

KNOW ALL MEN BY THESE PRESENTS, that **NNP-BEXLEY, LLC**, a Florida limited liability company, whose address for purposes hereof is 777 South Harbour Island Boulevard, Suite 320, Tampa, Florida 33602 (“**Developer**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **BEXLEY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes (“**District**”), whose address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights (collectively, the “**Personal Property**”), to-wit:

See **Exhibit “A”** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD all of the Personal Property unto the District, its successors and assigns, for the District’s own use forever, free and clear and discharged of and from any and all obligations, claims or liens to the extent arising under or through Developer.

AND the Developer does hereby represent and warrant to the District, its successors and assigns, that (a) Developer has not previously conveyed the Personal Property to any other party; (b) all contractors and subcontractors furnishing services or materials relative to the Personal Property, pursuant to contracts with Developer, have been paid in full, and (c) Developer has no knowledge of any latent or patent defects in the Personal Property. By execution of this document, the Developer affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of District’s limitations on liability provided in Section 768.28, Florida Statutes.

Subject only to the express representations and warranties set forth above, the Personal Property is conveyed by Developer to the District, and the District hereby accepts the Personal Property, in its “as-is” condition.

[Signatures Begin on Following Page]

[Developer's Signature Page to Bill of Sale]

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name on the date set forth below.

Signed, sealed and delivered
in the presence of:

NNP- BEXLEY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Aaron J. Baker, Vice President

Print Name: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Aaron J. Baker, as Vice President of NNP-Bexley, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me.

NOTARY PUBLIC
Print or Stamp Name: _____
My Commission Expires: _____

NOTARY SEAL:

[Signatures Continue on Following Page]

[District's Signature Page to Bill of Sale]

Signed, sealed and delivered
in the presence of:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special purpose government,
organized and existing under Chapter 190,
Florida Statutes

Print Name: _____

By: _____
Doug South, Chairman of the Board of
Supervisors

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence
or [__] online notarization, this ____ day of _____ 2020, by Doug South, as Chairman of the
Board of Supervisors of Bexley Community Development District, a local unit of special purpose
government, organized and existing under Chapter 190, Florida Statutes, on behalf of said entity, who
is personally known to me.

NOTARY PUBLIC
Print or Stamp Name: _____
My Commission Expires: _____

NOTARY SEAL:

Exhibit “A”

Personal Property

All of Developer’s right, title and interest in and to all fixtures and improvements owned by Developer (herein, the “**Fixtures and Improvements**”) on, under or within the following described land (the “**Real Property**”) and appurtenant easements (the “**Easement Areas**”) in Pasco County, Florida, together with all of Developer’s right, title, interest and benefit in, to, and under, the following plans, reports and documents relating to the Fixtures and Improvements or the operation of the Fixtures and Improvements: (i) all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals; and (ii) all third party guaranties, affidavits, warranties, bonds, claims, lien waivers, indemnifications, and agreements given with respect to the construction, installation or composition of the Fixtures and Improvements:

REAL PROPERTY

ALL of TRACTS “B-17A”, “B-20”, and “B-36”, according to the plat of BEXLEY SOUTH PARCEL 4 PHASE 3A, as recorded in Plat Book ____, Pages ____ through ____, inclusive, of the Public Records of Pasco County, Florida.

EASEMENT AREAS

A non-exclusive easement over all areas designated as “(CDD) Access Easement”, “(CDD) Access and Drainage Easement” and “(CDD) Sideyard Drainage/Access Easement” on the plat of BEXLEY SOUTH PARCEL 4 PHASE 3A, as recorded in Plat Book ____, Pages ____ through ____, inclusive, of the Public Records of Pasco County, Florida (the “**Plat**”), for the purposes stated on the Plat and purposes incidental thereto.

Tab 9

**AGREEMENT BETWEEN
THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT
and
NNP-BEXLEY, LLC**

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between NNP-Bexley, LLC, a Florida limited liability company (“NNP”) and the Bexley Community Development District a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (“District”).

RECITALS

WHEREAS, the District is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, that was organized for the purpose of maintaining certain portions of the public infrastructure and common properties serving the residents of the Bexley community situated within Pasco County, Florida; and

WHEREAS, pursuant to certain Pasco County (the “County”) development approvals which are necessary for the ongoing development within the District, the District is obligated to maintain the multi-use path shown on the permitted plans depicted on the attached **Exhibit A** (the “Trail”); and

WHEREAS, NNP is constructing and installing the Trail and adjacent grass (collectively, the “Trail Improvements”) in connection with NNP’s construction of Tower Road extension; and

WHEREAS, the District agrees to maintain the Trail Improvements at District’s expense for the enjoyment of the public, owners and occupants of property within the District; and

WHEREAS, upon NNP completing the Trail Improvements, NNP agrees to convey the land on which the Trail Improvements are located (the “Trail Property”), including the Trail Improvements, to the County; and

WHEREAS, upon transfer of the Trail Property to the County, the District agrees to execute a license and maintenance agreement, access easement and maintenance agreement, or similar maintenance agreement with the County (the “Maintenance Agreement”) evidencing the District’s obligation to maintain the Trail Improvements at District’s expense for the enjoyment of the public, owners and occupants of property within the District;

WHEREAS, the parties have agreed to enter into this Agreement as follows:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NNP and District hereby agree as follows:

1. Incorporation of Recitals and Exhibit. The Recitals and Exhibit are incorporated as though fully set forth herein.

2. Trail Property.

- a.** After completing the Trail Improvements, NNP agrees to convey, or cause to be conveyed, the Trail Property to the County.
- b.** Upon transfer of title of the Trail Property to County, the District agrees to execute a Maintenance Agreement with County and maintain the Trail Improvements at District’s expense for the enjoyment of the public, owners and occupants of property within the District; provided, however, that NNP agrees to repair any structural deficiency in the paved portion of

777 South Harbour Island Boulevard, Suite 320
Tampa, FL 33602
Attn: Aaron J. Baker

With a Copy to:

Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 240
Clearwater, Florida 33764
Attn: Jessica Mahoney

or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

6. Assignment. No assignment of this Agreement or the rights hereunder or delegation or subcontracting of the duties herein shall be valid without the specific written consent of both parties hereto which consent shall not be unreasonably withheld.

7. Saving Clause. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

8. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption resulting directly or indirectly from Acts of God, civil or military, acts or public enemy, war, accidents, fires, explosions, earthquakes, floods, strikes or other work interruptions, or any similar or dissimilar cause beyond the reasonable control of either party.

9. Public Records. NNP understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Agreement are public records and are to be treated as such in accordance with Florida law public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement

term and following the Agreement term in accordance with Florida law. All records stored electronically must be provided to the requesting party in a format that is compatible with Microsoft Word or Adobe pdf formats.

10. No Waiver Of Sovereign Immunity. Nothing herein shall be deemed as a waiver of immunity or limits of liability of the District, including its board, officers, agenda and employees, beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

11. Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]

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

ATTEST:

**BEXLEY COMMUNITY DEVELOPMENT
DISTRICT**

_____ By: _____
Printed Name: _____ Doug South, Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or __ online notarization, this ____ day of _____, 2020 by Doug South as the Chair of the Board of Supervisors of the Bexley Community Development District and has acknowledged that he executed the same on behalf of the Bexley Community Development District and that he was authorized to do so. He is personally known to me or has produced identification.

In witness thereof, I hereunto set my hand and official seal.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

ATTEST:

NNP-BEXLEY, LLC

a Florida limited liability company

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of ____ physical presence or __ online notarization, this ____ day of _____, 2020 by _____, as _____ of NNP-Bexley, LLC., who has acknowledged that he/she executed the same on behalf of NNP-Bexley, LLC, and that he/she was authorized to do so. He/she is personally known to me or has produced identification.

In witness thereof, I hereunto set my hand and official seal.

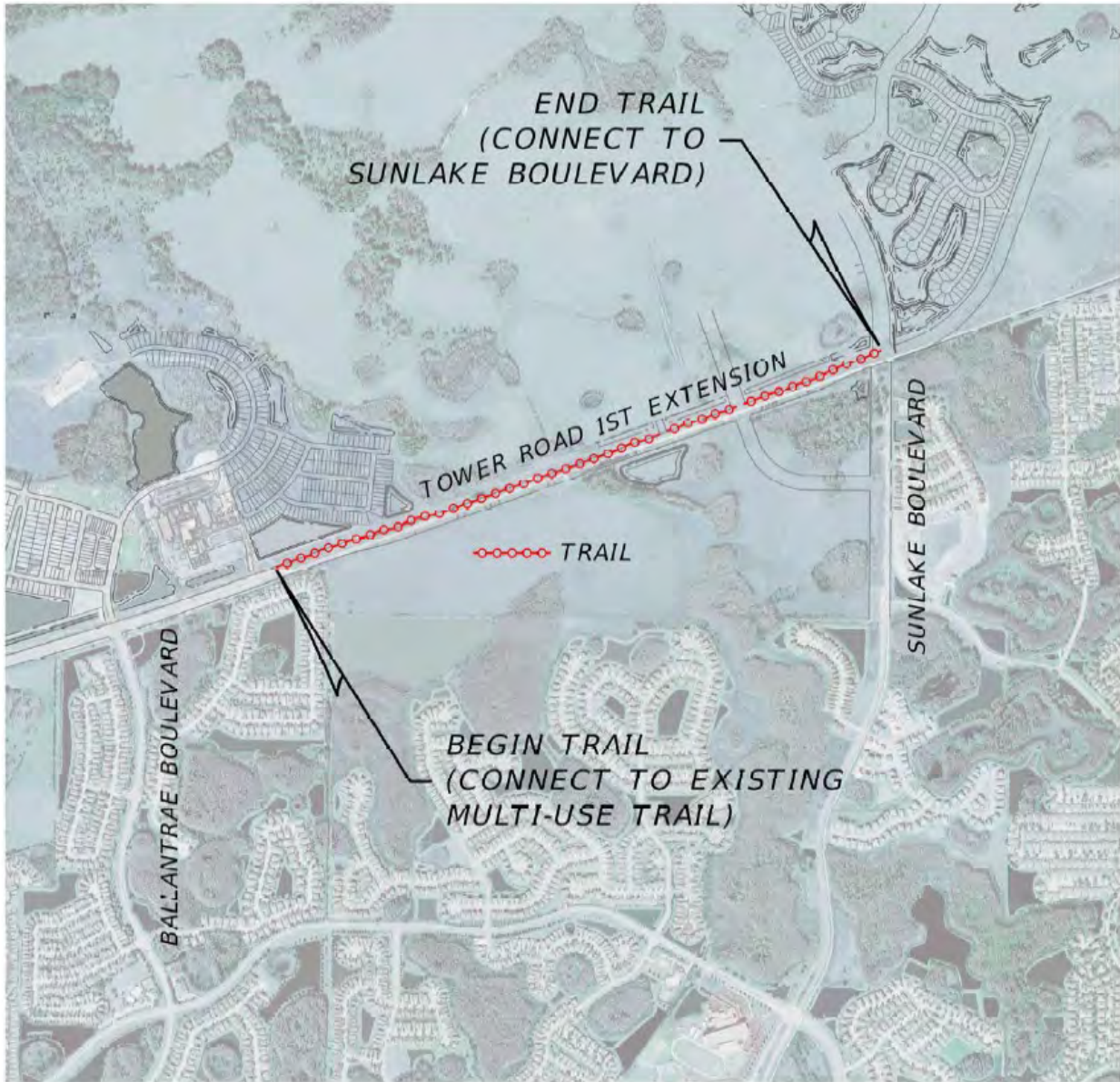
Notary Public, State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

Exhibit A:



Tab 10

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Bexley Community Development District (“**District**”) prior to June 15, 2020, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for **August 26, 2020 at 1 p.m.** The hearing may be conducted remotely, pursuant to zoom media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: The Springhill Suites/ Marriott Tampa Suncoast Pkwy
 16615 Crosspointe Run
 Land O Lakes, Florida 34638

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

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____