

**THE GROVES
COMMUNITY DEVELOPMENT
DISTRICT**

SEPTEMBER 23, 2025

AGENDA PACKAGE



**The Groves
Community Development District**

Board of Supervisors

Jimmy Allison, Chairman
Richard Loar, Vice Chairman
Sandy Cross, Assistant Secretary
Joel Watkins, Assistant Secretary
Jim Lewis, Assistant Secretary

District Staff

Wendi McAnn, District Manager
Kilinski / Van Wyk, District Counsel
Stephen Brletic, District Engineer
Clint Robinson, Assistant District Manager/Assistant Clubhouse Manager

Meeting Agenda

Tuesday, September 23, 2025 at 10:00 a.m.

[Join the meeting now](#)

Meeting ID: 237 585 817 201 8

Passcode: bu3GU7Uo

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Audience Comments**
- 4. Business Items**
 - A. Overview of In-House Leases and Comparison Chart..... Page 3
 - B. Consideration of Turn Bar Contract Page 8
 - C. Review of Administrative Office License Page 30
 - D. Review of Building Maintenance Lease Agreement Page 31
 - E. Review of Driving Range Putting Green Lease..... Page 37
 - F. Review of Proshop License Page 38
 - G. Review of Well Electricity Cost Share Page 39
 - H. Review of Storage Area License..... Page 41
 - I. Review of Davey Commercial Landscape Services Page 42
- 5. Supervisor’s Request**
- 6. Adjournment**

Next regularly scheduled meeting is October 7, 2025 at 10:00 a.m.

District Office:

2005 Pan Am Circle, Suite 300
Tampa, FL 33607

Meeting Location:

The Groves Civic Center
7924 Melogold Circle
Land ‘O Lakes, FL. 34637

The Groves CDD

Lease Cost Comparison

Subsidy Analysis

Background

The Community Development District (CDD) owns and maintains all amenities and grounds at The Groves with the exception of the privately owned 18-hole golf course. Residents fund these amenities through a non-ad valorem assessment of approximately \$2,500 annually per household, generating the revenue needed to operate and maintain community assets.

CDD-Owned Amenities Include:

- Amenity Center with ballroom, library, fitness center, card room, craft room, lanai
- Heated saltwater pool and spa
- Three racquet courts including pickleball
- Dog parks, RV park, and resident garden area
- Butterfly garden
- Security gates
- Roads and sidewalks (upkeep and repair)
- Stormwater and infrastructure systems
- Three administrative offices
- Golf shop with office (leased to HOA/Golf operations)
- Administrative offices (1 leased to HOA)
- Driving Range
- Putting Green
- Maintenance Building

Lease & Subsidy Overview

- **HOA Office, Golf Shop, Maintenance Building:** Each leased for \$1 per year since inception. Both generate revenue directly tied to residents and public use (e.g., golf rounds, tournaments, public play and resident assessment for golf course).
- **Restaurant:** Leased for \$300 per month (with six months free at start). Generates majority of revenue from public catering and outside golfers, not residents. Only 150 residents use the restaurant monthly, representing 20% of households.
- **CDD Support:** Provides space, utilities, equipment purchases, repairs, maintenance, cleaning, restroom supplies, garbage removal (~\$8,000 annually), irrigation repairs, bridges/cart paths (\$325,000+), and insurance coverage.

- **Utility & Service Costs:** HOA and restaurant contribute minimally (\$0-\$300/month), while residents bear most of operating costs.

Key Concern

The CDD, as a public entity, cannot subsidize private businesses with public funds. Current lease and cost-share agreements result in residents carrying the fiscal burden for amenities and services that directly benefit private, revenue-generating entities (HOA, Golf Shop, and Restaurant).

Questions for Consideration

1. Should leases be reestablished on an annual basis? Current contracts are 10 years or older.
2. Should a usage fee be established via a Public Hearing to replace the leases?
3. Should the CDD continue to fund infrastructure essential to private enterprise? (example golf course bridges/cart paths. Equipment purchases and repair for restaurant)?

Category	CDD	HOA / Golf, Turn Bar	Notes Inequity
Historical Fiscal Burden	755 homeowners fund via \$2,500 assessments annually Golf contributes \$25K in Assessments	HOA/Golf generate revenue from Public Rounds of Golf and Driving Range Restaurant generates revenue from catering, residents and special events	Residents subsidize revenue-generating private entities
Clubhouse Office Space (HOA)	Provides office space	HOA Pays \$1/year for office space.	Market value \$21-\$32/sq ft + Triple Net – inequitable but perk for Residents
Golf Shop	Provides space/amenities	HOA Pays \$1/year for Golf Shop and offices.	Market value \$21-\$32/sq ft + Triple Net – inequitable
Maintenance Building Cart Storage	Provides space, maintains building	Pays \$1 year for 14,000 square feet of building space and pays electricity bill.	Market value \$12-\$15/sq ft + Triple Net – inequitable
Restaurant Lease	Provides space and equipment	Pays \$300/month (first 6 months free)	Market value \$19-\$41/sq ft + Triple Net – significant subsidy
Restaurant and HOA Internet Contribution	CDD shares cost with HOA 50% of all Internet with the exception of Restaurant area.	HOA/ Golf Splits Internet Bill 50% with CDD Restaurant Pays 100% Internet	Utility costs exceed restaurant/ HOA contribution significantly
Restroom Supplies and Amenity Center Cleaning Supplies including labor.	Provides labor, toilet paper, soap, all cleaning supplies for common areas	Pays \$0	HOA, Golf, and Restaurant generate revenue while CDD bears costs

Garbage Removal	CDD pays ~\$8,000 annually	Restaurant \$300 a month HOA / Golf \$0 contribution	Restaurant is a major generator of garbage; inequitable
Reclaimed Water Bills	Pays 33.3%	HOA/Golf pay 33.3% each	Current distribution of cost inequitable
Electricity for Pump House & Well	Pays 33.3%	HOA/Golf each pay 33.3%	Current distribution of cost inequitable
Building Electricity	CDD pays 100%	\$0 contribution from HOA/Golf/Restaurant	HOA, golf and restaurant patrons use of amenity center increases electricity use.
Potable Water building, restrooms, Golf and restaurant patrons/employees	CDD pays 100%	\$0 contribution from HOA/Golf/Restaurant	All restaurant and golf patrons' consumption is subsidized by residents
Irrigation Mainline Repairs	Pays 50% of repair costs	HOA/Golf share 50% of repair cost with no written agreement	CDD needs to reestablish equitable rates
Driving Range Nets	Nets installed/paid by CDD, and covered under CDD insurance	No responsibility currently for insurance	Agreement needed for HOA to assume future repairs/insurance
Copy Machine	\$6K \$400/month lease + toner	HOA contributes 15% + paper \$750/year	CDD bears bulk of cost, despite minimal need
Phone Services (Ring Central)	\$5K annual \$400/month CDD staff uses cell phones	\$0 contribution	HOA/Golf business depends on this service for business operations without any contribution
Driving Range and Putting Green	Owned by the CDD	Leased for \$1 to HOA/ Golf	

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Food and Beverage Concession Agreement

This Food and Beverage Concession Agreement is dated as of December 15, 2023 (this “**Agreement**”) and is between **The Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (the “**District**”) and **A Little Gourmet Everyday, LLC** a Florida limited liability company (“**Operator**”).

Background Information

The District owns and operates a civic center that is generally open to the public from 7 a.m. to 10 p.m. on Saturday and Sunday, and 8 a.m. to 10 p.m. on Monday through Friday. The District holds a 4COPSCX civic center liquor license, as authorized by Section 561.20(2)(h), Florida Statutes, and may enter into a contract with Operator to provide food and beverage service at the Civic Center. Operator has inspected the Civic Center and acknowledges that the equipment and facilities located in the Civic Center including, but not limited to, the existing heating and air conditioning units, are adequate for the intended use of the Concession Area by Operator. The District desires to grant Operator a license to serve food and beverages at the Civic Center and Operator desires to provide such services in accordance with the terms of this Agreement.

Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
2. **Definitions.**
 - a. **Civic Center:** The approximately 15,000 square foot building complex, outdoor patio, and pool area located at 7924 Melogold Circle, Land O'Lakes, Florida 34637 as depicted in the map attached hereto as **Exhibit A**.
 - b. **CDD Property:** The District owned furniture, fixtures, and equipment listed in **Exhibit B**.
 - c. **Concession Area:** The CDD Property along with the following portions of the Civic Center: the dining area (also known as the club room), bar area, kitchen, and cooler.
 - d. **Nonexclusive Areas:** Storage rooms, parking area adjacent to the Civic Center, pool, restrooms, lanai, cabana, meeting hall (including stage), catering kitchen, craft room, lanai, card room, and cardroom patio.
3. **Grant of License to Use District Property.** For the purpose of providing food and beverage services, and in consideration of the agreements contained herein, the District hereby grants the non-transferable licenses to Operator as stated below:
 - a. An exclusive license to use the Concession Area for Operator’s operations.
 - b. A non-exclusive license to use the Nonexclusive Areas for Operator’s operations.
 - i. Nothing herein shall create any first right of refusal or first right to bid for events held outside of the Concession Area. The District and its patrons are not obligated to use the Operator for events scheduled through the District, they may use any catering company, bring their own food, have food delivered, etc...
 1. However, the District will inform anyone inquiring about hosting events in the Civic Center about Operator’s onsite catering and event planning services.
 - ii. Operator may desire to use or rent space for community functions or private events, based upon availability, in accordance with the District’s rental policies and shall coordinate such functions or events with the District’s Clubhouse Manager and complete any required agreements or forms.
 - c. **Operator has only a limited license interest in the Concession Area and has no ownership interest whatsoever. Nothing in this Agreement shall be construed to grant Operator a**

lease, sublease, easement, or any other conveyance of any interest in or to the areas or to anything contained therein or thereon.

4. Liquor License.

- a. The parties agree that liquor service is regulated in accordance with the liquor license.
- b. During the term of this Agreement, the District shall transfer the District's liquor license free and clear of any liens or debts to Operator in accordance with the provisions of Section 561.20(2)(h), Florida Statutes.
- c. Operator shall at all times qualify for and maintain in good standing its status as an active licensee on the liquor license, in compliance with all federal, state and local requirements.
- d. Operator shall abide by the terms of the liquor license at all times.
- e. Operator shall obtain and maintain the status of a responsible alcohol vendor, pursuant to Section 561.705, Florida Statutes, require responsible alcohol vendor training for all employees serving alcohol, and provide proof of all such training and responsible alcohol vendor status to the District within 15 days after opening for business. Operator shall provide written proof of all such training to the District each year.
- f. Operator shall pay the District 50% of the statutory fees for transferring and renewing for the liquor license.

5. Concession Fee and Utilities Charges.

- a. Beginning on August 1, 2024 the Operator shall pay to the District a monthly rate of \$300.00 per month (the "**Concession Fee**"), plus applicable sales tax.
- b. Beginning on February 1, 2024 or the first day of the month after Operator takes possession and is open for business, the Operator shall pay to the District the cost of the electricity and potable water for the Concession Area (the "**Utilities Charges**") at the rate of \$300.00 per month.
- c. The Operator will pay the moneys owed for the upcoming month by the first business day of each Month. The District shall submit an invoice or other documentation needed by Operator.

6. Security Deposit.

- a. By January 8, 2024, the Operator shall pay the District a security deposit in the amount of \$3,000.00 (the "**Security Deposit**").
- b. The District shall place the Security Deposit in escrow in an interest bearing account and subject to the terms of this Agreement will return the Security Deposit to Operator with interest.
- c. In the event of any application of the Security Deposit, Operator shall, upon demand, restore the Security Deposit to its original amount within 3 business days.
- d. The Security Deposit shall not be considered a measure of District's damages for any default by Operator under this Agreement, nor shall the Security Deposit be considered a measure of Operator's damages for any default by District under this Agreement.
- e. If Operator complies with all of the terms and conditions of this Agreement and promptly pays all Concession Fees and other amounts due under this Agreement as and when they become due, the Security Deposit shall be returned in full to Operator upon termination of this Agreement.

7. Term and Renewal.

- a. The initial term of this Agreement commences no sooner than January 15, 2024 (this time frame may be delayed upon mutual agreement to allow time for the completion of some of the District's responsibilities outlined below) and ends on December 31, 2025.
- b. Upon conclusion of the initial term, this Agreement shall automatically renew each calendar year (January 1- December 31) until terminated pursuant to the provisions below.
- c. The District shall have the option to request negotiation of the Concession Fees and Utilities

Charges for the upcoming calendar year if it provides notice to the Operator by October 1 of each year. Failure to provide such notice will result in the Agreement being automatically renewed at the same Concession Fees and Utilities Charges.

8. **District Responsibilities.** The District, at its sole cost and expense, is responsible for
 - a. performing the work requested by Operator described in **Exhibit C**. The District will take input and feedback from the Operator for the details related to the work and will communicate with the Operator regarding the schedule, status, and other relevant information related to the work.
 - b. The maintenance, repair, or replacement of the following areas of the Civic Center that relate to the Concession Area:
 - i. Roof
 - ii. Air Conditioning/Heating system
 - iii. Plumbing and Sewage System (excluding the grease traps).
 - c. Replacing the flooring in the dining area of the Concession Area as needed.
 - d. Cleaning and maintenance of the flooring of all common areas in the Civic Center (excluding the Concession Area and any spills or damage caused by Operator)
 - e. Regular pest control in the common areas and perimeter of the Civic Center.
 - f. When there is no fault or negligence by the Operator, repairs or replacement of all District owned furniture, fixtures, equipment in the Concession Area, including, but not limited to, the grease traps, the walk-in cooler, exhaust hoods, related fire suppression equipment required by Pasco County, and CDD Property.
 - g. The maintenance of the walk-in cooler.
9. **Acceptance of Condition of Concession Area.** Upon Operator taking possession of the Concession Area for Operator's operations under this Agreement, Operator and a District representative will schedule a meeting on site to test all of the equipment together and assess the condition of the equipment. Should there be any issues with the equipment, the parties will come to a mutual agreement on how to rectify the issues.
10. **Operator's Responsibilities.**
 - a. ***General.*** Operator agrees to keep the Concession Area clean and orderly and perform their operations using industry best practices and with a customer service-oriented mindset. Operator shall use all due care to protect the property of the District, its residents and landowners from damage. Operator shall operate and maintain the Concession Area in good repair and in a safe condition. Operator's hours of operation will be agreed upon in writing by the parties after Operator sends out a survey to the community and presents a plan to best fit the needs of the community. Once the hours of operation are established, except for temporary emergencies or situations outside of Operator's control, Operator may not change them without written agreement by the Clubhouse Manager.
 - b. ***Use of Concession Area.***
 - i. Operator shall not use or authorize the Concession Area to be used for any unlawful purpose or any use that would constitute a nuisance, or interfere with, annoy, or disturb any other party.
 - ii. Operator shall not sponsor, book, operate or allow to be operated any "R" or "X" rated events.
 - iii. Operator shall not handle, use, store or dispose of hazardous materials in, upon, under or about the Concession Area, provided that, hazardous materials in amounts permitted by law and stored in accordance with applicable law shall be permitted (i.e. cleaning materials).
 - iv. Operator may not install vending machines at the Concession Area without prior written approval from the District.

1. If Operator installs any vending machines, the parties agree that Operator shall be solely responsible for gross receipts tax remittances to the Florida Department of Revenue and display all required notices on any food or beverage vending machines in accordance with state law.
- c. **Cleaning.** Operator shall clean the Concession Area (including the flooring) and any other area utilized by Operator on a daily basis, including, but not limited to, the grease traps, the kitchen area, all fixtures, displays, signs, or improvements placed in the Concession Area by or for Operator, emptying all trash receptacles in the Concession Area and any other area utilized by Operator as needed and at the end of each business day.
 - i. Note: Operator is not responsible for removing trash produced from private events or after-hours parties.
 - ii. Operator will remove all dishes, spills, and other damage to the lanai which are related to Operator's operations in the lanai including damage to the flooring.
- d. **Maintenance.** Operator is responsible for the maintenance of the grease traps, exhaust hoods, related fire suppression equipment required by Pasco County, and CDD Property. Operator must report all such activity to the District on a monthly basis.
 - i. Operator is also responsible for replacing the light bulbs in the Concession Area.
- e. **Repair or Replacement.** If caused by Operator's fault or negligence, Operator is responsible for the cost of the repair or replacement of the grease traps, the walk-in cooler, exhaust hoods, related fire suppression equipment required by Pasco County, and CDD Property.
- f. **Copyrighted Materials.** Prior to displaying, broadcasting, or performing events that include copyrighted materials, Operator shall confirm that such copyrighted materials are included in the licenses held by the District or shall procure such licenses at its own expense.
- g. **Fire insurance standards.** The Operator will not permit the use or storage of any materials that are prohibited by the standard policies of Florida fire insurance companies in any space used by the Operator.
- h. **Other Items.** Operator is responsible for
 - i. Regular monthly pest control inside the Concession Area.
 - ii. Proper disposal of all refuse from its operations along with the adequate cleaning of the loading area located outside of the Concession Area.
 - iii. Power washing the service yard/loading area from time to time as determined by the District.
 - iv. Gas utilities, and installing its own telephone and communication lines (including cable and internet service) to serve the Concession Area, and its own point of sale system.
 - v. Compliance with Florida's food service employee training and food service manager certification requirements.
 - vi. Supervising its employees, agents, and customers.
- i. **Inspection.** The Operator shall conduct regular inspections, at least once a month, of the Concession Area and shall report or correct any irregularities.
- j. **Investigation and Report of Accidents/Claims.** The Operator shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims relating to the Concession Area.
 - i. Such report shall at a minimum include a description of any damage or destruction of the Concession Area and the estimated cost of repair.
 - ii. The Operator shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim.
- k. **Reporting.**
 - i. Operator will provide a simple monthly report to the District of its operations, and will include as applicable the following information:
 1. Monthly Sales Percentages, including ratio of food/alcohol (no financial numbers need to be included)

2. Attendance trends
3. Health Inspection Updates
4. CDD Equipment Updates
5. Upcoming Specials
- ii. Operator will provide the District written notice of all repairs which it believes District is required to make to the Concession Area in accordance with this Agreement from time to time.
 1. If the Parties are unable to agree as to the necessity of any such repairs, they shall jointly select an independent contractor who shall render its opinion regarding such repair, which opinion shall be binding on both parties.
 2. The District reserves the right to hire and supervise any and all contractors who are making any repairs which are to be paid for by District.
- iii. The Operator will provide the District a copy of any Health Department Complaints, Inspections, Reports, and any other documentation from any applicable governmental, licensing, or oversight agency within 24 hours of receipt from such entity. If an entity requires the Operator to take remedial action, then within 72 hours after receipt of such documentation the Operator will provide the District a plan to address, correct, or dispute such documentation.
- l. **Damage.** In the event that the Operator, or any of Operator's customers, cause damage to the Concession Area or other District property, the Operator shall promptly reimburse the District for the cost of restoration to, as nearly as practical, the original condition.
- m. **Taxes Related to Operations.** Operator shall pay all applicable sales tax and employment taxes incurred in the operation of the Concession Area by Operator and assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Operator.

11. Alterations.

- a. Except as provided for in Section 8.a. above, the District is not obligated to make any alterations, repairs, or upgrades to the Concession Area unless alterations are required as a result of the negligence or deliberate acts of the District or its agents.
- b. Operator shall not make any alterations, additions, or improvements to the Concession Area, without prior written consent of the District, which shall not be unreasonably withheld.
 - i. In its request for alterations, Operator must submit a copy of the proposed contractor's proposal, licenses, and insurance to the District.
 - ii. Prior to commencing any work, authorized contractors must submit a copy of their proof of insurance to the District with the District listed as an additional insured at no cost to the District.
 - iii. Copies of all invoices regarding any alterations, additions, or improvements must be sent to the District.
 - iv. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the Civic Center.
 - v. At the District's sole option and discretion, such improvements once made by the Operator may be deemed to be District property, and as such, Operator shall provide all documentation to the District of such improvements and, if required, an acknowledgement of ownership of such improvements.

12. Right of Entry. The District, its agents, and representatives shall have the right to enter into and upon any part of the Concession Area at any reasonable time during normal business hours.

- a. Operator shall not be entitled to any abatement or reduction of Concession Fee by reason thereof provided the interruption does not cause a disruption in the Concession Area business

operations for more than 2 hours.

- b. The right of the District to enter, repair or do anything else to protect its interest, or the exercise or failure to exercise the right, shall in no way diminish Operator's obligations or enlarge the District's obligations under this Agreement, or affect any right of the District, or create any duty or liability by the District to Operator.

13. Access Control.

- a. Operator shall lock and secure the Concession Area at night and at all other times they are not open for business.
- b. Operator is responsible for implementing security measures to protect any funds or assets stored at the Concession Area.
- c. The District agrees to furnish Operator a set of keys for each door entering the Concession Area. Additional keys will be furnished at a reasonable charge by the District on an order signed by Operator's authorized representative. All such keys shall remain the property of the District.
- d. No additional locks or changes to existing locks shall be allowed on any door of the Concession Area without the District's written permission, and Operator shall not make, or permit to be made, any duplicate keys, except those furnished by the District.
- e. In the event Operator loses or misplaces key(s), Operator shall be solely liable for all costs incurred by the District in changing lock(s) requiring such keys.

14. Compliance With Laws.

- a. Operator hereby covenants and agrees, at Operator's sole cost and expense, to comply with all rules, regulations, laws, or ordinances of any governmental agencies having jurisdiction over the Concession Area with respect to Operator's operations.
- b. If the Operator fails to notify the District in writing within 5 days of the receipt of any notice, order, or a report of a violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to Operator's operations or the actions or lack of action of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other applicable requirements, or fails to comply with any requirement of such agency within 5 days after receipt of any such correspondence, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- c. The Operator will meet all applicable federal, state, and local regulations governing concession food and beverage service, the Florida Department of Health, Food Safety and Sanitation regulations, the Department of Business and Professional Regulation (DBPR) mandates, including inspection and regulation of food service establishments in Florida under Chapter 509, Florida Statutes, and Florida Administrative Code, Rule 61C-4.
 - i. For additional information, visit websites:
 - 1. Florida Department of Health: <http://www.floridahealth.gov/>
 - 2. Department of Business and Professional Regulation: <http://www.myfloridalicense.com/dbpr/>.
 - ii. The Operator will meet inspection standards set by the Florida DBPR Routine Food Inspections, and the Fire Marshal.
 - 1. See: <http://www.myfloridalicense.com/dbpr/index.html>.
- d. Any fees or fines incurred or imposed due to non-compliance shall be borne solely by the Operator.

- 15. Signs.** Operator shall not place or authorize any other party to place any sign or other advertising matter or material upon the Concession Area without the written consent of the District. Operator may use the digital sign located at the entrance to the community to publicize information about specials and events at the Concession Area.

16. Loss, Damage, Condemnation, Destruction.

- a. The District shall not be liable for any interruption or failure of utility services furnished through the District to the Concession Area, unless caused by the negligence or intentional acts of the District or its representatives.
- b. All personal property belonging to Operator or to Operator's agents, employees, licensees, located on, in or about the Concession Area shall be there at the sole risk of Operator or such other person.
- c. Each party is responsible for repaying the other party for any damages or costs (including attorneys' fees and costs) that are incurred as a result of the negligence or intentional acts of the offending party.
- d. The District shall not be liable for any loss Operator may incur by reason of break-ins, burglaries, theft, or acts of vandalism.
- e. The District shall not be liable to carry fire, casualty, or extended damage insurance and will not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or inconvenience which may arise through repair or alteration of any part of the building, its equipment or mechanical systems or failure to make any such repairs or from any cause whatsoever unless caused solely by the District's negligence.
- f. In the event of any condemnation, District shall be entitled to all compensation to be paid by the condemning authority, except that Operator may pursue any claim Operator may have against the condemning authority for business interruption, loss of profits, or moving expenses.
- g. If the Concession Area is totally destroyed or substantially damaged by fire or other casualty, both the District and Operator shall have the option of terminating this Agreement giving written notice at any time within 30 days from the date of such destruction.
 - i. If this Agreement be so terminated, all Concession Fee payments shall cease as of the date of such destruction and any prepaid Concession Fee shall be refunded.

17. Liens and Claims. The Operator shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Operator shall keep the property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Operator's performance under this Agreement, and the Operator shall discharge any such claim or lien within 30 days.

18. Default and Remedies.

- a. It shall be an "Event of Default"
 - i. If either party violates or fails to perform any obligations and such violation or failure shall continue for 15 days after written notice
 - 1. If such default is of a nature that it cannot reasonably be cured within 15 days, it shall not be an Event of Default if the party commences to cure within such 15 day period and diligently prosecutes such cure to completion within the time reasonably required for such cure, not to exceed 60 days;
 - ii. If Operator declares bankruptcy or seeks reorganization, liquidation, dissolution or similar relief;
- b. For an Event of Default relating to Operator's cleaning, repair, maintenance, or replacement obligations the District reserves the right to correct any deficiencies and issue an invoice to the Operator for the cost.
 - i. If the Operator fails to pay the invoice within 30 days of receiving it, the District may terminate this Agreement with 5 days' notice.
- c. The District may apply all or part of the Security Deposit toward payment of the Concession

Fee, Utilities Charges, or any loss or damage sustained by District.

- d. The remedies in this Section shall not be exclusive and the parties may exercise all rights and remedies available at law or in equity, and the selection of any one remedy will not prejudice the ability to utilize any other remedy.

19. Non-Waiver. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

20. Force Majeure. Neither party shall be liable for or responsible to the other party for any loss or damage to any property or person occasioned by act of God, public enemy, injunction, riot, strike, insurrection, war, court order, pandemic, requisition, or order of governmental body or authority.

21. Insurance.

- a. Operator shall, at Operator's expense, obtain and keep in force during the term of this Agreement:
 - i. its own insurance to insure its personal property against loss by fire or other casualty
 - ii. fire legal liability insurance in the minimum amount of \$50,000.
 - iii. commercial liquor liability with a limit of not less than \$1,000,000
 - iv. a commercial general liability insurance policy insuring against any liability arising out of the use or occupancy, by Operator in the minimum amount of \$1,000,000 per occurrence and \$100,000 for property damage.
- b. Certificates naming the District as an "additional insured" shall be delivered to the District within fifteen 15 days of this Agreement.
- c. Operator shall also furnish the District with a renewal certificate for each such policy at least 10 days prior to the expiration date of such policy.
- d. Such insurance certificates must contain a provision that it may not be cancelled without 30 days written notice to the District.
- e. Operator shall maintain workers' compensation insurance for its employees as required under Florida law.

22. Indemnification. Operator agrees to indemnify and hold the District and its officers, agents, and employees harmless from any and all liability, fines, penalties, damage, claims, actions, suits, demands and obligations by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, any negligence, breach, violation, or non-performance of any condition hereof on the part of Operator, its agents, or employees. Obligations shall include the payment of all settlements, judgments, damages, penalties, forfeitures, back pay, court costs, arbitration and/or mediation costs, litigation expenses, attorney's fees and paralegal fees (whether in court, out of court, on appeal or in bankruptcy proceedings), as ordered.

23. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. Governing Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.

- 25. Enforcement of Agreement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
- 26. Relationship Between the Parties.** Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the parties. Neither party shall have the right to make any contract or commitment for, or on behalf of, the other party without the prior written approval of the other party.
- 27. No Option Contract.** Submission of this Agreement by the District to Operator for examination and signature does not constitute an offer or option contract. This Agreement will be effective only upon execution and delivery by both Operator and the District.
- 28. No Brokerage.** Operator warrants and represents that it has not dealt, consulted or negotiated with any real estate broker or agent in connection with this Agreement.
- 29. Radon Gas.** This disclosure is required by section 404.056, Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 30. Public Records.** As required under Section 119.0701, Florida Statutes, Operator shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Operator upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, OR BY EMAIL AT SANDRA.DEMARCO@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

- 31. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Operator represents that in entering into this Agreement, the Operator has not been designated as a "scrutinized company" under the statute and, in the event that the Operator is designated as a "scrutinized company", the Operator shall immediately notify the District whereupon this Agreement may be terminated by the District.

32. E-Verify. Pursuant to Section 448.095(2), Florida Statutes,

- a. Operator represents that Operator is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Extension, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Operator has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Extension as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Operator otherwise complied with its obligations thereunder, the District shall promptly notify the Operator and the Operator will immediately terminate its contract with the subcontractor.
- c. If this Agreement and this Extension thereto is terminated in accordance with this section, then the Operator will be liable for any additional costs incurred by the District.

33. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

34. Assignment. Operator covenants and agrees not to encumber or assign this Agreement without prior written consent and release of the District. Such assignment shall in no way relieve Operator from any obligations hereunder for the payment of Concession Fees or the performance of the conditions, covenants, and provisions of this Agreement.

35. Termination Without Cause. After the initial term of this Agreement, either party may terminate this Agreement, without cause and at any time, with 180 days written notice to the other party.

36. Surrender of the Concession Area and Property upon Termination.

- a. Upon termination of this Agreement, Operator shall cooperate with the District to promptly and immediately cause the withdrawal of Operator's name on the liquor license and complete all applications, paperwork and filings necessary to restore the District as the sole licensor or substitute such other licensor as may be requested by the District, in accordance with all applicable requirements.
- b. Upon the effective date of termination of this Agreement, Operator shall surrender the Concession Area to District, together with all CDD Property, in broom clean condition and in good working order and repair, reasonable wear, and tear excepted.
- c. Operator shall surrender to District all keys for the Concession Area and give to District an explanation of the combinations for all locks and safes, if any, that will remain in the Concession Area after the termination of this Agreement.
- d. In the event of Operator's failure to surrender the Concession Area in good repair, the District may restore the Concession Area to its prior condition subject to normal wear and tear and may pursue all available remedies under law against Operator for damages incurred by District to restore the Concession Area.

37. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

- 38. Severability.** If any term or provisions of this Agreement or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 39. Survival.** All provisions related to the liquor license, hazardous waste, access control, insurance, loss or damage, representations by Operator, and the indemnities shall survive the termination of this Agreement.
- 40. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- 41. Exhibits.** The following exhibits are made a part of this Agreement.

Exhibit A	Map of The Groves Civic Center
Exhibit B	Inventory List For CDD Property (Furniture, Fixtures, and Equipment)
Exhibit C	Operator's Requests of Work to be Performed by the District

- 42. Notices.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

To the District:
 c/o Inframark
 2654 Cypress Ridge Blvd
 Suite 101
 Wesley Chapel, FL 33544
 Attn: Jayna Cooper
jayna.cooper@inframark.com

To the Operator:
 2707 Breezy Lake Lane
 # 106
 Land 'O Lakes, FL 34638
 Attn: Jennifer Daskevich
jennifer@deviledpig.com

- 43. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

**The Groves
 Community Development District**


 Bill Boutin
 Chair of the Board of Supervisors

A Little Gourmet Everyday, LLC

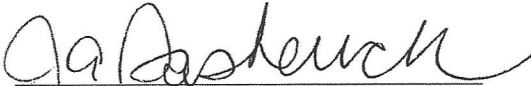
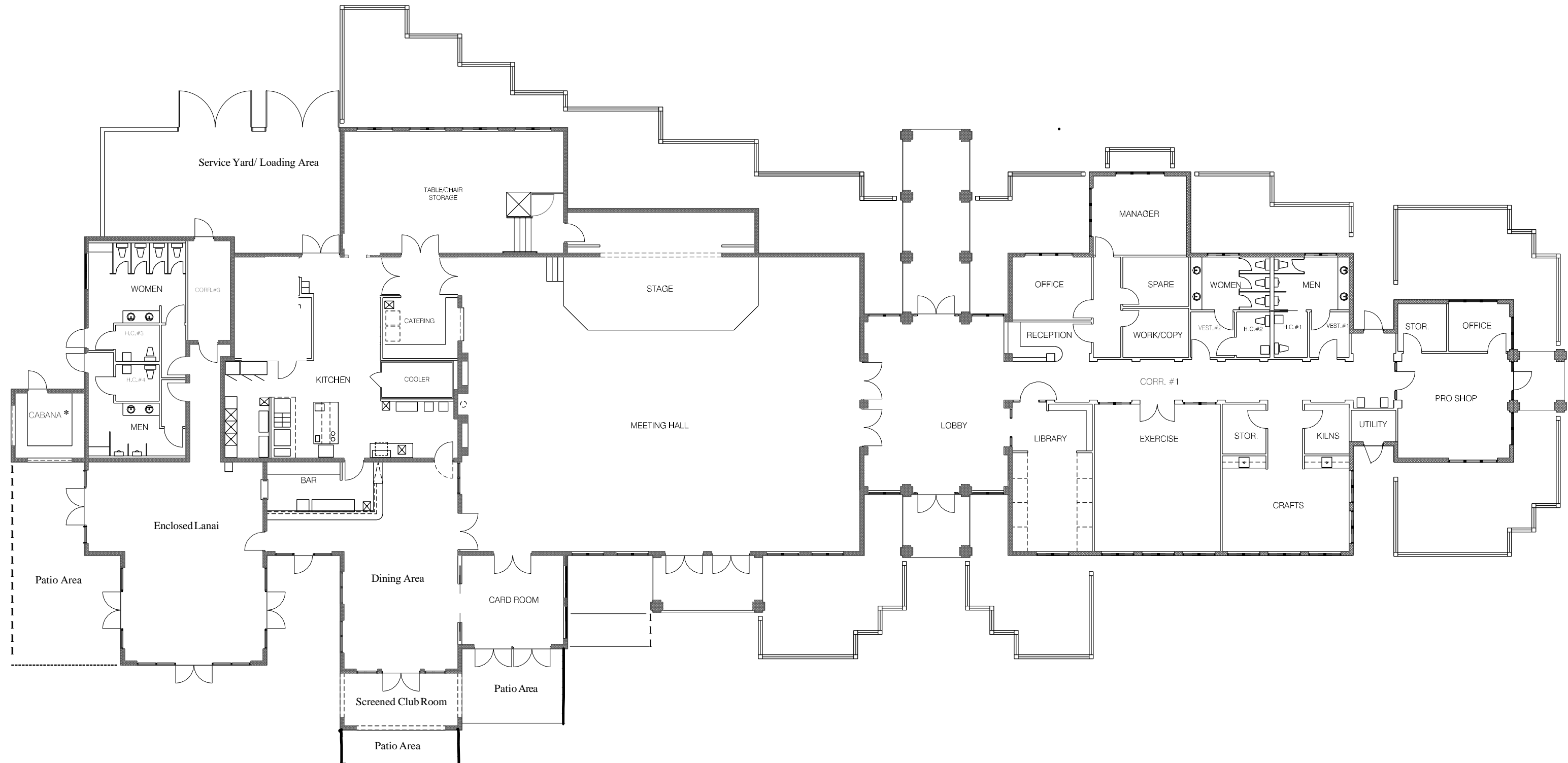

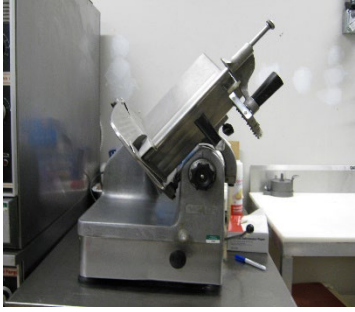








 Jennifer Daskevich
 CEO





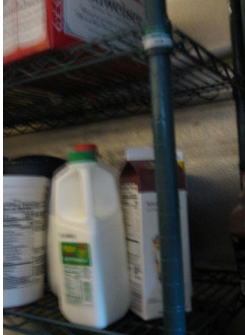
Exhibit A to the Food and Beverage Concession Agreement






Map of The Groves Civic Center















Inventory #	Item Description	Item Name
1512		Prep Sink Right drainboard Regency 57" 16 Gauge stainless steel two compartment commercial sink & drain board 17" x 17" x 12" bowls #600S2171718GRT- EA \$358.99
1528		Meat Slicer
1530		Mixer
1527		Convention Oven
1526		Convention Oven







Inventory #	Item Description	Item Name
1514		Food Processor
1513		Toaster
1509		Microwave
1531		Dish Pit Dry Table
1504		Dishwasher
1534		Dish Pit Rack




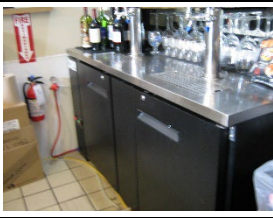
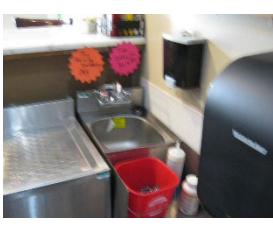

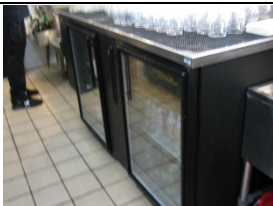
Inventory #	Item Description	Item Name
1522		Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1658KIT-KIT
1520		Rack Walk in Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1891KIT-KIT \$132.10
1521		Rack Walk in COOLER Regency 18" x 36" green Epoxy 74" #460EG1663KIT-KIT
1034		2 Racks Walk in COOLER Regency 18" x 36" green Epoxy 74"
1035		Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1836KIT-KIT \$65.10

Inventory #	Item Description	Item Name
1037		Handwash Sink Regency 12" x 16" Wall mounted hand sink with Gooseneck Faucet \$75.50 #600HS12-EA
1519		Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1821KIT-KIT \$132.10
1518		Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1833KIT-KIT \$65.10
1517		Dry Rack Storage Dry Rack Storage Rack Spill Rack Regency 18" x 36" green Epoxy 4 shelf 74" posts #460EG1861KIT-KIT \$132.10
1516		Dry Rack Storage Regency 18" x 48" Epoxy 4-shelf kit with 74" posts #460EG1848KIT \$72.49

Inventory #	Item Description	Item Name
1511		Dish Wash (3) sink Regency 16 Gauge stainless steel three compartment sink 24" x 18" x 14" bowls \$529.01 #600S3182X-EA
1009		Freezer
1038		Freezer
1039		Double Fryer
1040		Double Fryer
1010		Hood Vent

Inventory #	Item Description	Item Name
1506		Steam Table
1042		Line Cooler
1508		Freezer
1535		Stove/Oven
0300		Heat Lamp
0288		Plate Warmer

Inventory #	Item Description	Item Name
1043		Prep Table
1515		Coffee Warmer Avantco W53 step up double burner decanter warmer #177W53-EA \$39.10
1007		Ice Machine
1523		Paper Goods Rack 4-shelf kit with 74" posts #460EG1854K75 \$144.99
1044		Service Station 29" Trunk, Quick Brew
1045		Hand Wash Station

Inventory #	Item Description	Item Name
1046		Wire Shelf Dry Rack Storage Regency 18" x 36" green Epoxy 2 shelf 74" posts \$65.10
1047		Prep Station
1536		Beer Cooler
1537		Beer Cooler
1540		Bar Hand Wash Station
1539		Sanitizer Sink Station
1011		Bar Reach in Cooler


Inventory #	Item Description	Item Name
1048		Liquor Reach in Cooler
1049		Liquor Reach in Cooler

Exhibit C

Operator's Requests of Work to be Performed by the District

1. Professional installation of new flooring in dining area as approved by the Board at the 12/5 meeting
 - a. Expected to begin on January 16th and completed by January 18th
2. Professional cleaning of hood system and exhaust system with posting sticker
3. Cleaning of grease traps with receipt
4. Verification of fire extinguisher compliance with tags and expiration date clearly marked
5. Industrial cleaning including but not limited to:
 - a. emptying of fryers of all oil and debris
 - b. Cleaning of all stainless steel appliances
 - c. Cleaning of walls, ceilings and floors
 - d. Cleaning of walk-in and freezer unit
 - e. Cleaning of dish pit
6. Removal of all food items in dry storage, freezer, and walk-in
7. Fresh paint job with light bright colors
 - a. Plan to decorate with water color golf prints of famous courses and have a custom one made for this location.
8. Installation of white blinds
9. Connection of water to the Cabana

Administration Office License

The Groves Community Development District (the "**District**") hereby grants to The Groves Golf & Country Club Master Association, Inc. (the "**Association**") a revocable, non-exclusive license to use one of the administration offices (the "**Administration Office**") located in the clubhouse building located at 7924 Melogold Circle in Land O' Lakes, Florida. This Administration Office License is granted free of charge. This Administration Office License is subject to the following limitations:

1. The Administration Office is to be used solely as an administration office by the Association.
2. The Association shall be responsible for the payment of all expenses and taxes resulting from the Association's use of the Administration Office.
3. The District is not responsible for any damages that may occur to Association property while the Association is using the Administration Office. The Association shall procure and maintain sufficient insurance to protect the Association from any liabilities or damages it incurs while it is occupying the Administration Office.
4. The Association may not assign or transfer this Administration Office License to any other party without the District's written authorization.
5. The Association shall not alter, modify or change the Administration Office without the prior written approval of the District.

Witnesses:

By: M. Ayler
 Name: Matthew E Ayler

By: [Signature]
 Name: Mike Brown

The Groves Community Development District

By: Dave Colflesh
 Dave Colflesh
 Chair of the Board of Supervisors
 Date: 12/01/09

Witnesses:

By: [Signature]
 Name: Rick Downwell

By: _____
 Name: _____

The Groves Golf & Country Club Master Association, Inc.

By: [Signature]
 Name: Robert Dietz
 Title: President Groves HOA
 Date: 30 Nov 09

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the 1st day of June, 2019, by and between **The Groves Community Development District ("Lessor")**, whose address is 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625, and **The Groves Golf & Country Club Master Association, Inc. ("Lessee")**, whose address is 7924 Melogold Circle, Land O' Lakes, Florida 34637.

WITNESSETH:

1. **Lease of Premises.** In consideration of the mutual promises, covenants and conditions herein contained, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby rents of and from Lessor, the following:

That certain approximately 14,134 square foot maintenance building, 13,720 square foot fenced asphalt storage area, one administrative office and the 550 square foot pro shop (collectively the "**Premises**") (together with all furniture, fixtures and other non-perishable property located within the Premises) which Premises are located within the development known as The Groves (the "**Community**") subject to easements, restrictions and other matters of record. The actual locations, numbers, sizes and dimensions of all improvements, landscaping and parking areas may deviate from the descriptions described above. LESSEE ONLY HAS A LEASEHOLD INTEREST IN THE PREMISES. THE LESSEE MAY USE THE PREMISES AS PART OF ITS HOMEOWNER ASSOCIATION ACTIVITIES AND RELIES ON THE WELL-MAINTAINED PREMISES FOR ITS GOLF AND ADMINISTRATION ACTIVITIES IN THE GROVES GOLF AND COUNTRY CLUB.

2. **Term.** The term of this Lease (the "**Term**") shall begin on the date this Lease is executed by all parties (the "**Commencement Date**") and shall continue until terminated by either party (the "**Termination Date**"). After the first year of the Lease, either party may terminate this Lease with ninety (90) days written notice.
3. **Condition of Improvements.** The Improvements shall be in a reasonable condition. Lessee shall advise of any conditions that are not reasonably satisfactory within thirty (30) days of possession.

4. **Rent.**

4.1 **Annual Rent.** Lessee agrees to pay Lessor, without demand, notice, set-off or deduction, rent ("**Rent**") in the amount of one dollar (\$1.00) annually. Rent shall be due on the Commencement Date and on each anniversary thereafter.

4.2 **Additional Rent.** All amounts payable by Lessee under this Lease in addition to Rent ("**Additional Rent**") shall be due and payable within thirty (30) days of Lessee's receipt of an invoice for such Additional Rent.

7. **Lessor's Duty to Maintain and Repair.**

7.1 Services to Lessee. Lessor agrees to use reasonable efforts to cause public utilities to furnish services necessary for operation of the Premises. Lessor also agrees to use all reasonable efforts to provide (as a part of Operating Costs) the following services (the "Services") to Lessee while Lessee is occupying the Premises (1) routine maintenance and electrical lighting service for all Common Areas; (2) routine repair and maintenance of the heating, ventilating and air conditioning (the "HVAC") system provided for the Premises; (3) cold water at points of supply provided for general use of Lessee; and (4) routine maintenance to the roof, structure and exterior walls of the Premises, reasonable wear and tear expected by both parties, including exterior painting of the Premises and resurfacing of parking lots as necessary (Lessor is not responsible for maintaining Lessee's trade fixtures). Lessor's obligations for "repair" and "maintenance," as used in the Section shall include periodic replacement of the systems or equipment necessary to continue delivery of the aforesaid services to Lessee.

7.2 Repairs. Lessor shall not be obligated to repair the roof, HVAC system, windows, doors or any other part of the Premises until written notice of the need for such repairs is given to Lessor by Lessee. Lessor shall have a reasonable opportunity to repair the roof, the HVAC system or other parts of the Premises after receiving notice from Lessee. Lessor shall not be liable to Lessee or to any third parties for damages or injuries occurring by reason of the need for such repairs. Further, Lessor shall not be liable for or required to make any repairs, or perform any maintenance, upon the Premises which are required by, related to, or which arise out of negligence, fault, misfeasance or malfeasance of and by Lessee, its employees, agents, invitees, licensees or customers, in which event Lessee shall be responsible therefore. Subject to additional limitations set forth elsewhere in this Lease, Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.

8. **Lessee's Repair and Maintenance Obligations.**

8.1 Duty to Repair. Lessee shall be liable for and required to make any repairs, perform any maintenance, and satisfy any claims with respect to the Premises, including the Premises, that are required by, related to, or which arise from or grow out of negligence, fault, misfeasance or malfeasance of Lessee, its employees, agents, invitees, licensees or customers.

8.2 Duty to Maintain. Lessor shall, at its own expense, service, keep and maintain the interior of the Premises, including all plumbing, wiring, piping, fixtures and equipment on the interior of the Premises, except for routine repair and maintenance of HVAC system as provided for in Section 7.1 hereof, in good and substantial repair during the entire term of this Lease. Such agreement of Lessor shall not apply to any damage covered by fire and extended coverage

such keys shall remain the property of Lessor. No additional locks or changes to existing locks shall be allowed on any door of the Premises without lessor's written permission, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. At the end of the Term or upon the earlier termination of this Lease Lessee shall surrender to Lessor all keys of the Premises and give to Lessor the explanation of the combination of all locks for all safes, if any that will remain in the Premises after the termination of this Lease. In the event Lessee loses or misplaces key(s) prior to or at termination of this Lease provided to Lessee by lessor, Lessee shall be solely liable for all costs incurred by Lessor in changing lock(s) requiring such keys.

12. Quiet Enjoyment.

Lessor covenants that so long as Lessee pays the Rent and other amounts reserved in this Lease and performs its agreements hereunder, Lessee shall have the right to quietly enjoy and use the Premises during the Term, subject only to the provisions of this Lease.

13. Assignment-Subletting.

Lessee shall not assign this Lease; not any rights hereunder; not let or sublet all or any part of the Premises; nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Lessor agrees that Lessee's golf course maintenance and other contractors may use the Premises in order to fulfill their agreements with Lessee.

14. Signs.

Without first obtaining Lessor's express prior written consent, which consent shall not be unreasonably withheld or delayed, Lessee shall not place or permit to be placed or maintained upon any exterior door, roof, wall or window of the Premises or upon any portion of the interior of the Premises visible from the exterior of the Premises any sign, awning, canopy, interior graphics, advertising matter on the glass of any window or door of the Premises; and will not place or maintain any freestanding structure within or upon the Common Areas or the premises immediately adjacent thereto. All signs, graphics, advertising, etc. existing at the time of the agreement are considered approved by the lessor. Lessee agrees to maintain such items as may be approved by Lessor in good condition and repair at all times and to remove the same at the expiration of the Term or the earlier termination of this Lease as and if requested by Lessor. Upon removal thereof, Lessee agrees to repair any damage to the Premises or Common Areas caused by such installation and/or removal.

15. Parking.

Lessee in a manner Lessor deems advisable, or place such property in storage. Carpeting, emergency lights, fire extinguishers, alarm systems, shelving and cabinetry will be deemed improvement of the Premises and not movable trade fixtures, regardless of how or where affixed. Such alterations will not be removed by Lessee from the Premises either during or at the expiration of the Term or earlier termination of this Lease. Such alterations will consequently be surrendered as a part of the Premises unless such alterations are not Premises standard and Lessor has requested that Lessee remove same. Notwithstanding the foregoing, Lessee shall not be liable for removal of standard improvement to the Premises made by Lessor. Except as otherwise provided herein, any of the Lessee's property remaining in the Premises ten (10) days after the expiration of the Term or earlier termination of this Lease will be deemed to have been abandoned by Lessee, and in such case, such items may be retained by Lessor as Lessor's property or disposed of as Lessor determines, at Lessee's expense.

17. Casualty.

In the event the Premises are damaged or destroyed by fire or other casualty, Lessee shall notify Lessor immediately. In the event the Premises are rendered untenantable by fire or other casualty, Lessor shall rebuild the Premises. The Premises shall be restored to its former condition within a reasonable time, during which time Rent and Additional Rent shall be abated in proportion to the part of the Premises which are untenantable.

18. Insurance.

18.1 Lessor's Property. Except as noted below, Lessor shall bear all risks of loss or physical damage on the portion of the Premises. Lessor shall maintain (1) standard fire and extended coverage insurance on the Premises and Lessor's personal property used in connection with the Premises, insuring against loss or damage by fire and against loss or damage by other risks now and hereinafter embraced by "all-risk coverage", in amounts equal to the full replacement cost of the Premises; and (2) rent or rental value insurance against loss of rent or rental value due to any risk insured above, including an extended coverage endorsement, in an amount equal to the annual total Rent for the Premises. Such insurance shall be maintained with an insurance company authorized to do business in Florida (and the cost thereof shall be included in Operating Costs), and payments for losses thereunder shall be made solely to Lessor or as otherwise required by law. Lessor shall not be responsible for loss or damage to items for which Lessee is responsible as is more fully set forth below.

18.2 Lessor's Liability Insurance. Lessor shall maintain reasonable comprehensive liability insurance on the Premises.

18.3 Lessee's Liability Insurance. Lessee shall, at its expense, provide and maintain in force during the entire Term of this Lease, and any extension or

in part by or resulting from the Premises becoming out of repair, theft, falling plaster or other materials and fixtures, fire, explosion, steam, gas, electricity, water, rain, snow, or dampness which may leak or flow from any part of the Premises or Premises, or from pipes, appliances, plumbing work of the same, the roof, street subsurface or from any other place.

19. Liability of Lessor.

Lessor shall not be liable for or responsible to Lessee for any loss or damage to any property or person occasioned by act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority.

20. Notices.

Any notice required or permitted to be given in connection with this Lease shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or telefax (with confirmation and copy by certified mail) to Lessee or Lessor at the addresses on Page 1 of this Lease. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise). By giving at least two (2) days prior written notice to the other party, either party may change its address for notices hereunder.

21. Entire Agreement.

Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

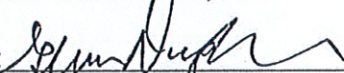
22. Interpretation.

The covenants and agreements herein contained shall bind, and the benefit and advantages hereof shall inure to, the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only, and shall not be interpreted to modify or limit the provisions hereof. All of Lessee's obligations hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term hereof.

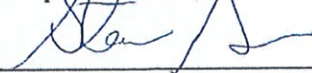
THE CUSTODIAN OF PUBLIC RECORDS AT 813-933-5571 OR AT 12750
CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

IN WITNESS WHERE OF, Lessor and Lessee have caused this Lease to be
executed as required by law on this, the day and year first above written.

The Groves Golf & Country Club
Master Association, Inc.

By: 
Name: Glenn Douglass
Title: HOA President

The Groves Community
Development District

By: 
Steve Simon
Chair of the Board of Supervisors

Putting Green and Driving Range License

The Groves Community Development District (the "**District**") hereby grants to The Groves Golf & Country Club Master Association, Inc. (the "**Association**") a revocable, non-exclusive license to use the putting green (the "**Putting Green**") and the driving range (the "**Driving Range**") located adjacent to the clubhouse building located at 7924 Melogold Circle in Land O' Lakes, Florida. This Putting Green and Driving Range License is granted free of charge. This Putting Green and Driving Range License is subject to the following limitations:

1. The Putting Green and the Driving Range are to be used solely for the purpose of operating a putting green and driving range by the Association.
2. The Association shall be responsible for the payment of all expenses and taxes resulting from the Association's use of the Putting Green and the Driving Range.
3. The District is not responsible for any damages that may occur to Association property while the Association is using the Putting Green and the Driving Range. The Association shall procure and maintain sufficient insurance to protect the Association from any liabilities or damages it incurs while it is using the Putting Green and the Driving Range.
4. The Association may not assign or transfer this Putting Green and the Driving Range License to any other party without the District's written authorization.
5. The Association shall not alter, modify or change the Putting Green and the Driving Range without the prior written approval of the District.

Witnesses:

By: M. Huba
Name: Matthew Huba Asst. Secretary

By: [Signature]
Name: Steve Brown Manager

The Groves Community Development District

By: David Colflesh
Name: David Colflesh
Chair of the Board of Supervisors
Date: _____

Witnesses:

By: Donna M. Rounds
Name: Donna M. Rounds

By: Karen L. Viera
Name: Karen L. Viera

The Groves Golf & Country Club Master Association, Inc.

By: Daniel Rinaldo
Name: Daniel Rinaldo
Title: President
Date: 7-7-10

Pro-Shop License

The Groves Community Development District (the "**District**") hereby grants to The Groves Golf & Country Club Master Association, Inc. (the "**Association**") a revocable, non-exclusive license to use the 550 square foot golf pro-shop (the "**Pro-Shop**") located in the clubhouse building located at 7924 Melogold Circle in Land O' Lakes, Florida. This Pro-Shop License is granted free of charge. This Pro-Shop License is subject to the following limitations:

1. The Pro-Shop is to be used solely for the purpose of operating a golf pro-shop by the Association.
2. The Association shall be responsible for the payment of all expenses and taxes resulting from the Association's use of the Pro-Shop.
3. The District is not responsible for any damages that may occur to Association property while the Association is using the Pro-Shop. The Association shall procure and maintain sufficient insurance to protect the Association from any liabilities or damages it incurs while it is occupying the Pro-Shop.
4. The Association may not assign or transfer this Pro-Shop License to any other party without the District's written authorization.
5. The Association shall not alter, modify or change the Pro-Shop without the prior written approval of the District.

Witnesses:

By: M. Huber
 Name: Matthew Huber
 By: Jim Brown
 Name: Jim Brown

Witnesses:

By: Rick Dowswell
 Name: RICK DOWSWELL
 By: _____
 Name: _____

The Groves Community Development District

By: Dave Colflesh
 Dave Colflesh
 Chair of the Board of Supervisors
 Date: 12/01/09

The Groves Golf & Country Club Master Association, Inc.

By: Robert Dietz
 Name: Robert Dietz
 Title: President Groves HOA
 Date: 30 Nov 09

ELECTRICITY FEE AGREEMENT

THIS IS AN AGREEMENT, dated as of April 29th, 2005 by and between **THE GROVES COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government created pursuant to Chapter 190, Florida Statutes, with its principal office at 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614, hereinafter called "District," and **THE GROVES MASTER HOMEOWNERS' ASSOCIATION INC.**, 7937 Shaddock Place Land O' Lakes, FL 34639, hereinafter called "HOA."

Background. The HOA and the District share a common utility pump. The HOA and the District desire to share the "electricity fee" for the operation of the common utility pump.

Payments. District hereby covenants and agrees to pay during the term hereof, to HOA on the 1st day of each and every month thereafter for the term hereof, ~~33.33%~~ 33.33%, percent of the electricity fee. RDB

Notices. For purpose of notice of the electricity fee or demand, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the HOA or to the District at their respective principal office addresses as set forth in the preamble of this Agreement.

Construction of Language. The term agreement shall be inclusive of each other, also to include renewals, extensions, or modifications of the Agreement. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction and interpretation of any part hereof.

Default. In the event District shall default in the payment payable by District herein, and such default shall continue for a period of ten (10) days, or if District shall default in the performance of any other covenants or agreements of this Agreement and such default is not remedied within ten (10) days after written notice of such default, or if District should become bankrupt or insolvent or any debtor proceedings be taken by or against District, then HOA may use all legal remedies and rights to collect the payment. Any payments more than ten (10) days past-due shall bear interest at the then maximum rate of interest permitted under Florida law.

District also covenants and agrees to pay reasonable attorney's fees and costs and expenses of HOA, including court costs, if HOA employs an attorney to collect payment, and the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise.

Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.

Non-Waiver. No waiver of any covenant or condition of this Agreement by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition or any other covenant or condition of this Agreement.

Amendment. This agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

Renewal. This Agreement shall automatically renew on an annual basis.

IN WITNESS WHEREOF, HOA and District have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Signed and sealed in the presence of:

HOA:

THE GROVES HOMEOWNERS' ASSOCIATION

By: Robert D. Brown
Print Name: Robert D. Brown
Title: President

DISTRICT:

**THE GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: Robert D. Brown
Robert Brown
Chairman of the Board of Supervisors

Storage Area License

The Groves Community Development District (the "**District**") hereby grants to The Groves Golf & Country Club Master Association, Inc. (the "**Association**") a revocable, non-exclusive license to use the 13,720 square feet fenced asphalt storage area (the "**Storage Area**") located on the service road extension of Berna Lane. This Storage Area License is granted free of charge. This Storage Area License is subject to the following limitations:

1. The Storage Area is to be used solely as a storage area.
2. The Association shall be responsible for the payment of all expenses and taxes resulting from the Association's use of the Storage Area.
3. The District is not responsible for any damages that may occur to Association property while the Association is using the Storage Area. The Association shall procure and maintain sufficient insurance to protect the Association from any liabilities or damages it incurs while it is occupying the Storage Area.
4. The Association may not assign or transfer this Storage Area License to any other party without the District's written authorization.
5. The Association shall not alter, modify or change the Storage Area without the prior written approval of the District.

Witnesses:

By: M. Hurley
Name: Matthew E. Hurley

By: Tyler Brown
Name: Tyler Brown

Witnesses:

By: _____
Name: _____

By: _____
Name: _____

The Groves Community Development District

By: Dave Colflesh
Dave Colflesh
Chair of the Board of Supervisors
Date: 12/1/09

The Groves Golf & Country Club Master Association, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Davies Tree Landscaping Contract

Exhibit C

DAVEY
Proven Solutions for a Growing World

Maintenance Services

DETAILED

Davey Commercial Landscape Services is a landscape management firm providing a complete range of grounds related services to the real estate development industry and to homeowner associations. This service is accomplished by coordinating the efforts of skilled professionals. The key to the success of our firm has been to have this compliment of professionals complete all contracted services on a scheduled basis. By consolidating the total landscape management responsibilities and acquiring the services of a professional firm such as Davey, a property manager can eliminate the finger pointing that can occur when a number of firms are involved with various landscape operations.

Through the employment of quality-minded professionals we are certain Davey can continually EARN your business. We will deliver a well maintained landscape using the following Scope of Work as a guideline.

A. IRRIGATION MAINTENANCE

1. Check clock(s) and valves during each visit to insure proper operation. Adjust and clean sprinkler heads as needed, perform minor repairs.
2. A thorough irrigation inspection will be performed once per month for a total of twelve (12) per year.
3. Monitor all landscape areas each visit to ensure adequate water is being provided by system.
4. Any repairs except for damage done by Davey will be billed Time and Material at the rate of \$85.00 per hour plus materials. Only upon approval will these items be repaired and will the Owner be billed extra for these repairs. Existing system must be brought to operable condition prior to normal maintenance commencement.

B. MECHANICAL LAWN MAINTENANCE

1. **TURF EDGING AND TRIMMING.** All road edges, sidewalks and plant beds shall be edged with a mechanical edger in conjunction with each mowing. All obstacles including utility poles, signs, transformers etc.

will be trimmed as needed in conjunction with each mowing.

2. **MOWING.** All areas improved with St. Augustine and Bahia turf shall be mowed to a height of 3" - 4" on a weekly basis the months of May thru September, bi-weekly the months of October thru April for a total of (38) mowing visits annually.





C. SHRUB BED AND TREE MAINTENANCE

1. Prune all shrub material as needed to keep a neat and even appearance throughout the course of the year.
2. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict.
3. Prune all palms two times annually to remove brown mature branching and seed pods.

D. ORNAMENTAL & SHADE TREE MAINTENANCE

1. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 6' – 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict.

E. TRASH & DETAIL

1. Collect trash and debris during each visit.
2. Monitor the entire site for any landscape irregularities and recommend action to correct.

F. LAWN NUTRITION & PEST CONTROL

1. Fertilize all lawn areas 4 times per year with a properly balanced fertilizer to provide 1 to 2 pounds nitrogen per thousand square feet. All fertilizers will contain a minimum of 25% slow release nitrogen and will contain proper levels of iron and trace elements.
2. Apply three applications insect control per year to all St. Augustine areas for the control of chinch bugs and sod webworms. Integrated pest management practices will be observed and spot treatments for surface insects and disease control will be applied at no additional cost.
3. Apply a selective broadleaf weed control product along with the spring and fall applications.

G. TREE – SHRUB NUTRITION & PEST CONTROL

1. Fertilize all plants using a fertilizer with a balanced (N-P-K) ratio plus trace elements and iron during April and October.
2. Apply plant insect and disease control as needed.

H. ANNUAL FLOWER INSTALLATION

Proposal will be submitted upon request

I. MULCHING

Proposal will be submitted upon request





13720 McCormick Drive
Tampa, FL 33626
Phone: (813) 854-2383
Fax: (813) 855-9658

February 17, 2024

Addendum to contract proposal submitted on January 16, 2024.

As requested by the District Manager for Inframark, Jayna Cooper, regarding statements made regrading the contract between The Davey Tree Expert Company and Inframark, management company for The Groves Golf and Country Club CDD, the below will be included as part of the contract.

- Palm Pruning is included in the contract proposal submitted on 1.16.24.
- Davey Tree has a certified arborist on staff, who will oversee all palm pruning and/or hardwood raising to ensure work is performed to industry standards.
- Hardwoods will be raised, upon a signed contract, one time, at no charge to the CDD.
- An irrigation technician, separate from the HOA crew, will be onsite full time (40 hours per week). No additional charge.
- Fertilizer for shrubs is included in the contract proposal submitted on 1.16.24. Use of Plant Growth Regulator was discussed during the meeting and will be utilized once per quarter at no additional charge.
- Daily porter will be onsite daily (no specified duration of time) to removed litter and/or debris, empty dog waste stations, and ensure appearance of clubhouse is maintained. No additional charge.
- Irrigation drip lines and/or sprinkler heads will be repaired/replaced at no additional charge, ~~given it is the result of maintenance crew damage~~ This is performed with no additional charge.

Please let me know if you have any questions and/or concerns.

Thank you,

April Pursley
Branch Manager
The Davey Tree Expert Company

Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of April 1, 2024 between **The Groves Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and **The Davey Tree Expert Company**, an Ohio for profit corporation registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be liable for the decline or death of any plant material, if and to the proportionate extent such decline or death is caused by the negligence of the Contractor. Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Monthly Scope and Schedule attached hereto as **Exhibit A** (the “**Work**”) for the areas shown in the maintenance map attached hereto as **Exhibit B**.
 - b. Relevant portions of Contractor’s proposal and addendum are attached hereto as **Exhibit C**.
 - c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to

be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. **Manner of Performance.**

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with the terms of this Agreement.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage if and to the proportionate extent caused by the Contractor's negligent performance of the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the reasonable opinion of the District fails to maintain a healthy, vigorous condition if and to the proportionate extent such failure is caused by the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any known conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant

material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.

- j. In the event that time is lost due to heavy rains (“**Rain Days**”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District’s representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District’s rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- l. Notwithstanding anything to the contrary, Contractor shall not be liable or responsible to the District, nor be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, if Contractor’s failure or delay is caused by or results from acts of God, flood, fire, earthquake, hurricane, epidemic, government order or law, or other similar events beyond the reasonable control of Contractor.

7. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Operations Manager, Clubhouse Manager, and other representatives of the District Manager’s office to act as the District’s representatives. The District’s representatives shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative at least once per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 24 hours’ notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

8. Compensation

- a. As compensation for the Work (except for annuals which will be billed separately) the District agrees to pay Contractor the following amounts:
 - i. **From the start date through December 31, 2024: \$16,912.20 per month.**
 - ii. From January 1, 2025-December 31, 2025: \$15,967.94 per month (comes to \$191,615.25 on an annual basis).
 - iii. From January 1, 2026-December 31, 2026 and subsequent years: \$16,446.98 per month (comes to \$197,363.75 on an annual basis).

- iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of **\$85 per hour**.
- b. Contractor shall invoice the District monthly. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date
 - iv. an invoice number
 - v. a reference to a proposal number if applicable
 - vi. the location
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service
 - ix. the time frame within which the services were provided
 - x. the address or bank information to which payment is to be remitted.
 - xi. the Contractor will issue a credit on invoices for service dates that are missed and that were not made up.
- c. In the event services are not needed (dry times and mowing not needed on the frequency designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.
- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

9. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

10. **Term and Renewal.** The initial term of this Agreement shall run through December 31, 2024. At the end of the initial term, the Agreement shall automatically renew for 1-year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

11. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause.

Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.

- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. The District is considered a governmental agency under Section 713.01(27), Florida Statutes and as such its property cannot be liened pursuant to Florida law; Contractor acknowledges this and waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services

- being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all negligent acts or willful misconduct of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
 - f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
 - g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) if and to the proportionate extent caused by Contractor's breach of any term or provision of this Agreement. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence or willful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement. Notwithstanding anything to the contrary, none of Contractor's indemnity and hold harmless obligations will extend to any claim or liability that is alleged to be caused by the negligence or willful misconduct of the District or other third party not controlled by Contractor; rather, such indemnification claims will be administered based upon a determination of the degree of comparative fault of each party.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including reasonable attorney's fees) if and to the proportionate extent caused by any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights. The obligations set forth in this Section shall not apply to any Work that is modified in any way by the District or any third party without the written consent of Contractor.
- e. Contractor retains the right to select counsel reasonably acceptable to the District, and the District will provide reasonable cooperation and not unreasonably withhold consent to settle any claims for which Contractor is providing defense or indemnification. Notwithstanding anything to the

contrary, all of Contractor's indemnification, defense and hold harmless obligations will survive for a period of 5 years following expiration or termination of this Agreement.

- f. NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, AND IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE APPLICABLE INSURANCE LIMITS SET FORTH IN THIS AGREEMENT.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. Reserved.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

- 16. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the negligent acts and willful misconduct of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the negligent acts and willful misconduct of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 17. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 18. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

- 19. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 282-0082, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071.

23. Waivers. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of

any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

24. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.
25. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
26. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
27. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
28. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor 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.
29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
30. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
31. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Inframark
2654 Cypress Ridge Blvd
Suite 101
Wesley Chapel, FL 33544
Attn: Jayna Cooper
jayna.cooper@inframark.com

To Contractor:

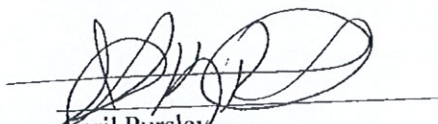
13720 McCormick Dr.
Tampa, FL 33626
Attn: April Pursley
Branch Manager
April.Pursley@davey.com

32. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
33. **Conflicts.**
- To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.
 - To the extent that any provisions in Exhibit A (*Monthly Scope and Schedule*) conflict with the provisions in Exhibit C (*Relevant Portions of Contractor's Proposal*), the provisions in Exhibit A shall control.

34. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

The Davey Tree Expert Company


April Pursley
Branch Manager

The Groves

Community Development District

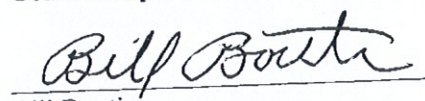

Bill Boutin
Chair of the Board of Supervisors

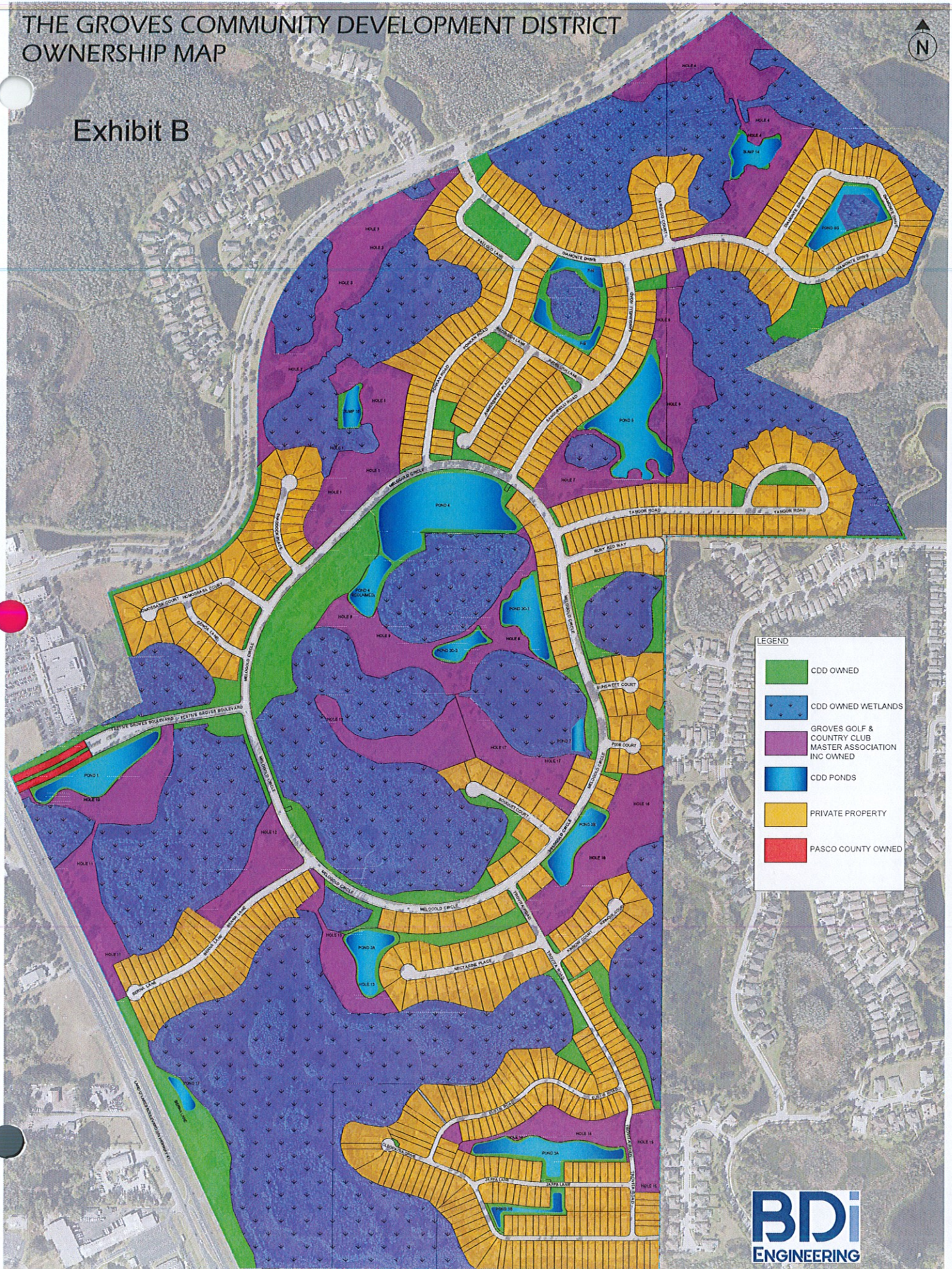
Exhibit A: Monthly Scope and Schedule

Exhibit B: Maintenance Map

Exhibit C: Relevant Portions of Contractor's Proposal

THE GROVES COMMUNITY DEVELOPMENT DISTRICT OWNERSHIP MAP

Exhibit B



LEGEND	
	CDD OWNED
	CDD OWNED WETLANDS
	GROVES GOLF & COUNTRY CLUB MASTER ASSOCIATION INC OWNED
	CDD PONDS
	PRIVATE PROPERTY
	PASCO COUNTY OWNED