

**District:** LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Thursday, March 6, 2025

**Time:** 6:00 P.M.

**Location:** Long Lake Ranch  
Amenity Center, 19037  
Long Lake Ranch Blvd.,  
Lutz, FL 33558

[Zoom Link](#)

**Dial In:** +1 312 626 6799

**Meeting ID:** 765 408 9133

**Passcode:** 12345

## ***Agenda***

*Per Resolution 2013-35: Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting.*

*For the full agenda packet, please contact: [patricia@breezehome.com](mailto:patricia@breezehome.com)*

**I. Call to Order/ Roll Call**

**II. Pledge of Allegiance**

**III. Audience Comments** – *(limited to 3 minutes per individual on agenda items)*

**IV. Supervisors' Comments**

**V. Professional Vendor Operations**

A. Redtree Landscape -Landscape Maintenance Report *(Under Separate Cover)* **Exhibit 1**

1. Consideration of Proposals

a. Redtree - Tree Removal on Conservation Area, Behind 1900 Moorhen Way for Total Project Cost of **\$1,650.00** **Exhibit 2**

b. Redtree - Tree Removal at Sunlake Boulevard center median South of Long Lake Ranch Boulevard for a Total Project Cost of **\$350.00** **Exhibit 3**

B. Approval of Repairing Monument Damages Proposal for a Total Project Cost of **\$750.00** **Exhibit 4**

C. GHS Environmental - Aquatic Maintenance Service Report **Exhibit 5**

**VI. Professional & Operations Management**

A. District Counsel

1. Discussion on the definition of "gifts" **Exhibit 6**

B. District Engineer

C. BREEZE Operations - Amenity Management *(Under Separate Cover)*

D. BREEZE Operations - Field Service *(Under Separate Cover)*

1. Field Service Site Report*(Under Separate Cover)* **Exhibit 7**

2. Field Service Task List **Exhibit 8**

**VII. Financial Statements** *(Under Separate Cover)*

- A. Presentation of Credit Card Report **Exhibit 9**
- B. Presentation of Check Details **Exhibit 10**
- C. Consideration of January Unaudited Financial Statements **Exhibit 11**
- VIII. Consent Agenda**
  - A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held February 6, 2025, **Exhibit 12**
- IX. Staff Reports**
  - A. District Manager
    - 1. Discussion on Resident Appreciation Reward to Board Members **Exhibit 13**
    - 2. Discussion on Peter Chow Tennis Fall Court Schedule **Exhibit 14**
  - B. District Engineer
- X. Audience Comments – New Business – *(limited to 3 minutes per individual)***
- XI. Supervisor Requests**
- XII. Adjournment**

# **EXHIBIT 1**

**[Return to Agenda](#)**

# **EXHIBIT 2**

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*The New Standard in Landscape Maintenance*

**1.888.RED.TREE**

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

## **Tree Removal Proposal** FOR **Long Lake Ranch CDD**

**Attention: Patricia Comings-Thibault**

**February 25, 2025**

**Scope of Work:** Conservation Area, Behind 1900 Moorhen Way



- Flush cut and remove (3) fallen trees
- Includes all labor, debris removal, hauling, and dumping fees

**PRICE: \$1,650.00**

\_\_\_\_\_  
Authorized Signature to Proceed

\_\_\_\_\_  
Date of Authorization

Proposal submitted by John Burkett - Client Care Specialist  
[jburrkett@redtreelandscapesystems.com](mailto:jburrkett@redtreelandscapesystems.com) / Cell phone: (727) 267-2059

# **EXHIBIT 3**

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*The New Standard in Landscape Maintenance*

**1.888.RED.TREE**

www.redtreelandscape.com

5532 Auld Lane, Holiday FL 34690

## Flush Cut Damaged Pine Tree Proposal

FOR

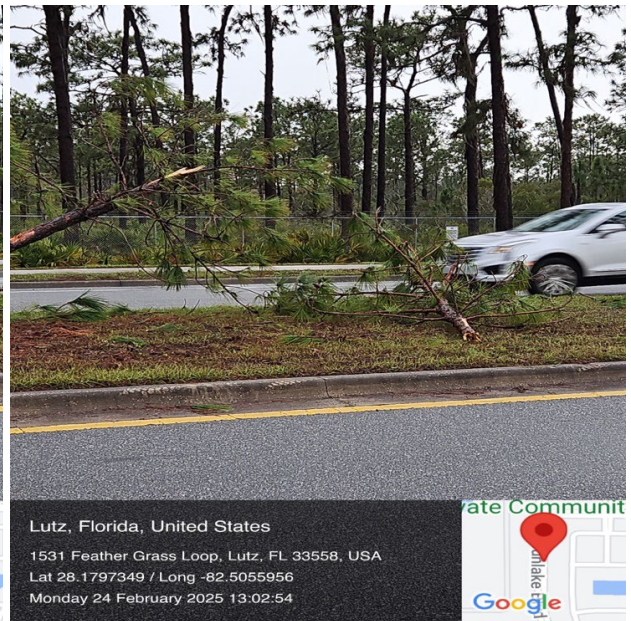
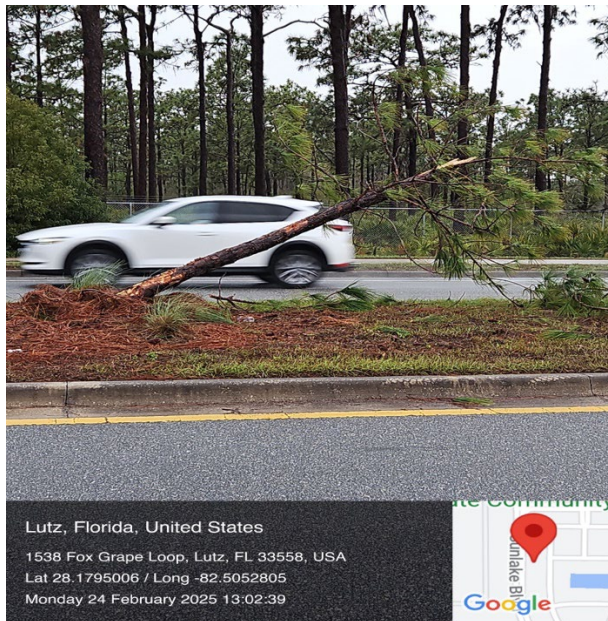
### **Long Lake Ranch CDD**

Attention: Patricia Thibault

February 24, 2025

#### Scope of Work

Flush-cut (1) damaged Pine tree and remove the debris at the Sunlake Boulevard center median South of Long Lake Ranch Boulevard.



**PRICE: \$350.00**

\_\_\_\_\_  
Authorized Signature to Proceed

\_\_\_\_\_  
Date of Authorization

Proposal submitted by John Burkett - Client Care Specialist  
[jburrkett@redtreelandscape.com](mailto:jburrkett@redtreelandscape.com) / Cell phone: (727) 267-2059

# **EXHIBIT 4**

**[Return to Agenda](#)**

S&A Services of the Bay Area, Inc  
17633 Gunn Hwy Suite 154  
Odessa, FL 33556  
8139173142

Long Lake Ranch CDD  
Long Lake Ranch  
1540 International Parkway Ste 2000  
Lake Mary 32746

Estimate Number 0000334  
Estimate Date 02/19/2025  
Reference Prim Rose

| Description                                                                                            | Rate     | Qty | Line Total |
|--------------------------------------------------------------------------------------------------------|----------|-----|------------|
| Monument<br>Repair monument damages from a vehicle accident which occurred on Tuesday February at 4pm. | \$750.00 | 1   | \$750.00   |
| Subtotal                                                                                               |          |     | 750.00     |
| Tax                                                                                                    |          |     | 0.00       |
| Estimate Total (USD)                                                                                   |          |     | \$750.00   |

# **EXHIBIT 5**

**[Return to Agenda](#)**

[illegible]

# **EXHIBIT 6**

**[Return to Agenda](#)**

**From:** Darrell Thompson

**Sent:** Wednesday, February 12, 2025 11:18 AM

**To:** Patricia Comings-Thibault

**Subject:** Three issues

Date 2/12/25

Dear LLR District Manager Patricia Thibault,

I hope you are enjoying our nice winter weather.

Issue 1) More CDD mailbox area signs were posted again today (Note: sign number 34 & 35) (Note: Attached pictures).

Issue 2) So that our CDD will not have to pay an extra legal cost, I am requesting during our March CDD Board meeting our legal counsel provide her opinion on **"Gift" does not include an award, plaque, certificate, etc., given in recognition of public, civic, charitable, or professional service"**. I am attaching evidence of that "Gift" information for our legal counsel's convenience.

Issue 3) I am requesting a copy of the February 6, 2025 LLR CDD Board meeting voice recording. Providing accurate February 6, 2025 LLR CDD Board meeting minutes could be a significant challenge.

Thank you for your community service,

Darrell Thompson, LLR CDD Supervisor

# **EXHIBIT 7**

**[Return to Agenda](#)**

# **EXHIBIT 8**

**[Return to Agenda](#)**

| # Task Item | Date Created       | Status    | Priority | Owner         | Scope & Purpose                                                                                                                            | Notes                                                                                                                                                                                                                                                                                     |
|-------------|--------------------|-----------|----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23          | 1/20/2025 12:00am  | On Hold   | Low      | Field Service | Cieling Fan Replacement                                                                                                                    | 2/27 - Add to agenda. Discuss with Glenn was to take down the ceiling fans and LED lighting.                                                                                                                                                                                              |
| 8           | 8/20/2024 3:06pm   | on going  |          | Field Service | Update SchoolNow with new documents, including the latest rules and regulations.                                                           | 2/27 - Let's discuss with the board and see if they remember this and if we want to proceed forward                                                                                                                                                                                       |
| 14          | 6/6/2024 12:00am   | on going  | High     | Field Service | When is a sign audit being completed                                                                                                       | 11/12 - This was approved at the last meeting, counsel is finalizing the wording.                                                                                                                                                                                                         |
| 15          | 8/28/2024 12:00am  | on going  | Medium   | Field Service | Water Fountain Repair                                                                                                                      | 2/27 - Glenn to ask Michael how we should approach this                                                                                                                                                                                                                                   |
| 16          | 8/28/2024 12:00am  | on going  | Low      | Field Service | Mailbox Painting                                                                                                                           | 2/27 - On hold until the vendor can get payments from Breeze. S&A Services is the vendor                                                                                                                                                                                                  |
|             |                    |           |          |               |                                                                                                                                            | 2/27 - Mailbox painting will be done internally as soon as staff is in place                                                                                                                                                                                                              |
|             |                    |           |          |               |                                                                                                                                            | 2/27 - If the board wants to move in the direction of external vendor, Glenn can reach out and get a quote for repair                                                                                                                                                                     |
| 17          | 8/28/2024 12:00am  | on going  | Medium   | Field Service | Dog Park Erosion                                                                                                                           | 2/25 - Address the erosion areas of the dog park - look into gutters on the pavilion and filling dirt or drain next to the entrance gate.                                                                                                                                                 |
|             |                    |           |          |               |                                                                                                                                            | 2/27 - Glenn and Alex are in the process of marking where every street sign goes that we collected. We also found the vendor that installed the signs and are reaching out for locations and a quote. Wes had a guy at Union Park that could do this work. May need to reach out to them. |
| 18          | 10/28/2024 12:00am | on going  | High     | Field Service | Street Sign Replacement                                                                                                                    | 2/27 - Will be complete with everything but the main amenity center and is going to be starting that in the next week or two. Still has amenities center and pool area to do.                                                                                                             |
| 21          | 12/30/2024 12:00am | on going  | High     | Field Service | Permanent Lighting                                                                                                                         | 2/27 - Proposal is on the agenda                                                                                                                                                                                                                                                          |
| 22          | 12/30/2024 12:00am | on going  | High     | Field Service | Windscreen Replacement for tennis courts                                                                                                   | 2/27 - According to Pasco County a leak test would do us no good, because it from their water lines it would only measure up to the meter. We are on Potable Water, and not reclaim.                                                                                                      |
| 24          | 1/20/2025 12:00am  | on going  | High     | Field Service | Water Bill                                                                                                                                 |                                                                                                                                                                                                                                                                                           |
| 26          | 2/27/2025 11:07am  | on going  | Medium   | Field Service | Whole bridge needs to be painted                                                                                                           | 2/26 - Bring to the board if the whole bridge wants to be painted. Not just the wood that was replaced.                                                                                                                                                                                   |
| 1           |                    | completed |          |               | Determine which parts of the sidewalks behind the Primrose gates are managed by the HOA versus the CDD.                                    | The side on the SOUTH end of Primrose is the HOAs the side on the North is the CDDs up to the edge of the lake.                                                                                                                                                                           |
| 2           |                    | completed |          |               | Dog Park to do Fridays                                                                                                                     | Yes started and completed                                                                                                                                                                                                                                                                 |
| 3           |                    | completed |          |               | Obtain bids for replacing Junipers at Long Lake Ranch & the Sunlake end cap.                                                               | This has been completed                                                                                                                                                                                                                                                                   |
| 4           |                    | completed |          | Field Service | Sidewalk in front of the pool proposal from Pete & John                                                                                    | 11/12 - Wes can't remember this action item                                                                                                                                                                                                                                               |
| 5           |                    | completed |          |               | Schedule trimming of Oriental grass for next week.                                                                                         | 11/12 - This was completed                                                                                                                                                                                                                                                                |
| 6           | 8/20/2024 3:05pm   | completed |          | Field Service | Send out an email after the public hearing with details on reserving the pavilion, pool, and other amenities, including associated fees.   | 11/12 - This will be included in the rules and regulations                                                                                                                                                                                                                                |
| 7           | 8/20/2024 3:06pm   | completed |          | Field Service | Remind residents that vehicles without a sticker must visit the amenity center for a hang tag.                                             | 11/12 - This will go out next week                                                                                                                                                                                                                                                        |
| 9           | 8/20/2024 3:10pm   | completed |          | Field Service | Bridge proposals have been tabled; Shawn will bring back a proposal focusing on replacing only the boards that need attention.             | 02/26 - Replaced all the damaged wood and painted all the replaced wood.                                                                                                                                                                                                                  |
| 10          |                    | completed |          |               | Discuss the standing fountain proposal from Shawn at the next meeting.                                                                     | 11/12 - This is scheduled to start next week.                                                                                                                                                                                                                                             |
| 11          |                    | completed |          | Field Service | Get a competing bid for painting from Stanly Steamer                                                                                       | 11/12 - This was completed                                                                                                                                                                                                                                                                |
|             |                    |           |          |               |                                                                                                                                            | 11/12 - No we are doing this internally.                                                                                                                                                                                                                                                  |
|             |                    |           |          |               |                                                                                                                                            | We have got a couple of items finally approved                                                                                                                                                                                                                                            |
| 12          |                    | completed |          | Field Service | we can move forward with some needed repairs and improvements around the community, the bridge, the amenity center, pool pumps, et cetera. | 11/12 - Basically everything has been completed except the stop sign replacements                                                                                                                                                                                                         |
| 13          | 11/6/2024 2:14pm   | completed | Low      | Field Service | To get an updated proposal for the "Bird's Beaks"                                                                                          | 2/25 - Scheduled for 02/08                                                                                                                                                                                                                                                                |
| 19          | 11/26/2024 12:00am | completed | High     | Field Service | Soffit Repair in the main mailbox area at the amenities center                                                                             | 11/15 - Wes has reached out to vendors                                                                                                                                                                                                                                                    |
| 20          | 11/26/2024 12:00am | completed | High     | Field Service | A/C Drop in Bathrooms                                                                                                                      | 2/27 - Scheduled for Feb 8th. S&A still needs their payment                                                                                                                                                                                                                               |
|             |                    |           |          |               |                                                                                                                                            | 2/27 - Completed. S&A hasn't received payment                                                                                                                                                                                                                                             |
| 25          | 1/20/2025 12:00am  | completed | high     | Field Service | Private Hydrant                                                                                                                            | 2/25 - The Hydrant next to Tennis court is apparently ours according to Pasco and their map. Glenn has a proposal from Piper. Currently \$495 a year to tag and inspect                                                                                                                   |

# **EXHIBIT 9**

**[Return to Agenda](#)**

# **EXHIBIT 10**

**[Return to Agenda](#)**

# **EXHIBIT 11**

**[Return to Agenda](#)**

# **EXHIBIT 12**

**[Return to Agenda](#)**

1 **MINUTES OF MEETING**

2 **LONG LAKE RANCH**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Long Lake Ranch Community Development  
5 District was held on Monday, February 6, 2025 at 6:00 p.m. at Long Lake Ranch Amenity Center, 19037  
6 Long Lake Ranch Blvd., Lutz, FL 33558.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call at 6:01 p.m.

9 Present and constituting a quorum were:

|                     |                                       |
|---------------------|---------------------------------------|
| 10 Heidi Clawson    | Board Supervisor, Chairman            |
| 11 Darrell Thompson | Board Supervisor, Assistant Secretary |
| 12 John Twomey      | Board Supervisor, Assistant Secretary |
| 13 George Smith Jr. | Board Supervisor, Assistant Secretary |

14 Also present were:

|                      |                                  |
|----------------------|----------------------------------|
| 15 Patricia Thibault | District Manager, Breeze         |
| 16 Wes Hughes        | Community Director, Breeze       |
| 17 Sarah Sandy       | District Counsel, Kutak Rock LLP |
| 18 John Burkett      | Redtree Landscape                |

19 *The following is a summary of the discussions and actions taken at the January 6, 2025 Long Lake Ranch*  
20 *CDD Board of Supervisors Regular Meeting.*

21 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

22 The pledge of allegiance was recited.

23 **THIRD ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual on agenda**  
24 **items)**

25 There being none, the next item followed.

26 **FOURTH ORDER OF BUSINESS – Supervisors’ Comments**

27 Ms. Sandy was looking for an ordinance regarding parking on CDD roads in the townhome area.  
28 The goal is to determine any existing regulations or restrictions that apply to parking in these  
29 areas and ensure compliance with local guidelines. Her findings will help clarify enforcement  
30 policies and potential next steps for managing parking within the community.

31 **FIFTH ORDER OF BUSINESS – Professional Vendor Operations**

32 A. Exhibit 1: Redtree Landscape – Landscape Maintenance Report

33 1. Consideration of Proposals

- 34 a. Exhibit 2: Redtree – Tree Removal at 19692 Long Lake Ranch Blvd. - \$550.00
- 35 b. Exhibit 3: Redtree – Woodline Cutback Proposal Rear of 18555 Roseate Drive
- 36 \$1,800.00
- 37 c. Exhibit 4: Discussion and Consideration of Cut Back – 18588 Roseate Dr.

38 The board has decided not to approve the request, and Ms. Thibault will be responsible  
39 for notifying the resident of this decision. Along with the notification, a pamphlet will  
40 be sent to provide further information and clarification on the board’s ruling and any  
41 relevant policies.

On a MOTION by Ms. Clawson, SECONDED by Mr. Twomey, WITH ALL IN FAVOR, the Board **approved the Redtree – Tree Removal at 19692 Long Lake Ranch Blvd. amounting to \$500.00**, for the Long Lake Ranch Community Development District.

B. Exhibit 5: GHS Environmental - Aquatic Maintenance Service Report

The broken skimmers are in need of repair, and **Blue Water** will be sending a proposal outlining the necessary work. Additionally, there is a concern regarding the presence of carp in the big pond.

C. Exhibit 6: Blue Water Aquatics, Inc – Aquatic Services Report

D. Exhibit 7: Piper Fire Protection Headquarters – Annual Hydrant Inspection \$396.00 - 01.17.2025

E. LLS Tax Solutions Inc.

1. Exhibit 8: Engagement Letter August 03, 2023, \$4,450,000.00 LLR CDD Capital Improvement Revenue Bonds, Series 2014A-1 and \$5,050,000 LLR CDD Capital Improvement Revenue Bonds, Series 2014A-2

Ms. Thibault to get proposal.

2. Exhibit 9: Arbitrage Rebate Report \$4,450,000.00 LLR CDD Capital Improvement Revenue Bonds, Series 2014A-1 and \$5,050,000 LLR CDD Capital Improvement Revenue Bonds, Series 2014A-2 Period Ended June 5, 2024

F. Welch Tennis Courts, Inc.

1. Consideration of Proposals

- a. Exhibit 10: Tennis Court Windscreen Proposal \$8,100.00

The board has decided to bypass this matter until it is actually needed.

On a MOTION by Mr. Twomey, SECONDED by Ms. Clawson, WITH ALL IN FAVOR, the Board **accepted the Arbitrage Rebate Report \$4,450,000.00 LLR CDD Capital Improvement Revenue Bonds, Series 2014A-1 and \$5,050,000 LLR CDD Capital Improvement Revenue Bonds R CDD Capital Improvement Revenue Bonds**, for the Long Lake Ranch Community Development District.

**SIXTH ORDER OF BUSINESS – Professional & Operations Managements**

A. District Counsel

B. District Engineer

C. BREEZE Operation – Amenity Management

D. BREEZE Operations – Field Service

1. Exhibit 11: Field Service Site Report
2. Exhibit 12: Field Service Task List
3. Exhibit 13: Discussion of Mailbox Painting

Requires a proposal for staining the entire bridge, which was last done approximately five years ago. The estimated cost for the project could be around \$12,000, and Jumbo Painting may be considered for the job. A formal proposal will be needed to assess the scope and finalize the details.

4. Discussion of Square vs. Stripe Cost

On a MOTION by Mr. Twomey, SECONDED by Ms. Clawson, WITH ALL IN FAVOR, the Board **approved the Stripe Cost**, for the Long Lake Ranch Community Development District.

**SEVENTH ORDER OF BUSINESS – Financial Statements**

- A. Exhibit 14: Presentation of Credit Card Report
- B. Exhibit 15: Presentation of Check Details
- C. Exhibit 16: Consideration of December Unaudited Financial Statements

On a MOTION by Mr. Smith, SECONDED by Ms. Clawson WITH ALL IN FAVOR, the Board **approved The Financial Statements A through C**, for the Long Lake Ranch Community Development District.

**EIGHTH ORDER OF BUSINESS – Consent Agenda**

- A. Exhibit 17: Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held January 6, 2024

On a MOTION by Mr. Smith, SECONDED by Ms. Clawson, WITH ALL IN FAVOR, the Board **approved the Minutes of the Board of Supervisors Regular Meeting Held January 6, 2025**, for the Long Lake Ranch Community Development District.

**NINTH ORDER OF BUSINESS – Staff Reports**

- A. District Manager
  - 1. Exhibit 18: Consideration of Request for Temporary Access – 1052 Multiflora Loop Property Map – Sam Collura
- B. District Attorney

There being none, the next item followed.
- C. District Engineer

There being none, the next item followed.

**TENTH ORDER OF BUSINESS – Audience Comments - New Business – (limited to 3 minutes per individual)**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS – Supervisors Requests**

The small strip of grass near the pond, located off Long Lake Blvd, has gradually turned into an informal parking lot. This unintended use may be causing damage to the grass and surrounding area. The issue may need to be addressed to prevent further deterioration and ensure proper use of the space.

**TWELFTH ORDER OF BUSINESS – Adjournment**

Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Mr. Smith made a motion to adjourn the meeting.

On a MOTION by Mr. Smith, SECONDED by Ms. Clawson, WITH ALL IN FAVOR, the Board **adjourned the meeting**, for the Long Lake Ranch Community Development District.

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

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

119

120

121

**Signature**

**Signature**

122

123

124

**Printed Name**

**Printed Name**

125

**Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

# **EXHIBIT 13**

**[Return to Agenda](#)**



Outlook

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### Agenda item at the next meeting

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**From** George Smith <georgesmithlr@gmail.com>

**Date** Sat 2/8/2025 8:52 AM

**To** Patricia Comings-Thibault <Patricia@breezehome.com>; Sandy, Sarah R. <Sarah.Sandy@kutakrock.com>

A resident named Matthew Smith wants to give out \$100 Starbucks cards to three members of the board. I would like to put that on the agenda.

# **EXHIBIT 14**

**[Return to Agenda](#)**

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE LONG LAKE  
RANCH COMMUNITY DEVELOPMENT DISTRICT AND PETER CHOW,  
REGARDING THE USE OF THE DISTRICT'S AMENITY FACILITIES**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 8<sup>th</sup> day of April, 2022, by and between:

**LONG LAKE RANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, and with offices at 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (the "District"), and

**PETER CHOW**, an individual, with a mailing address of 1204 Multiflora Loop, Lutz, Florida 33558 (the "Licensee").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Activity Center, within the boundaries of the District (the "Amenity Facilities"); and

**WHEREAS**, Licensee currently provides tennis lessons and has asked the Board of Supervisors of the District for permission to provide tennis lessons at the Amenity Facilities (the "Services"); and

**WHEREAS**, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Amenity Facilities as a public improvement; and

**WHEREAS**, in order for the District to recover certain additional costs it will incur in the provision of the License (*e.g. electricity and cleaning costs*), the Licensee shall pay the District One Hundred Twenty Dollars (\$120.00) per month.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

**1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

**2. LICENSE.** The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenity Facilities for the purposes of providing the Services (the "License").

3. **HOURS AND AREA.** Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided. Initially, Licensee and District agree that Licensee shall have use of at least one (1) tennis court for a maximum of three (3) days per week.

4. **USE OF AREA.** Licensee shall not have exclusive use of the Amenity Facilities, but shall have exclusive use of the designated portion or area of the Amenity Facilities for operation of the Services during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. **FEES.** In consideration of the provision of the License, Licensee hereby agrees to pay the District One Hundred Twenty Dollars (\$120.00) per month to reimburse the District for certain additional costs it will incur in connection with the License (*e.g. electricity and cleaning costs*).

6. **TERM.** This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

7. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. **CARE OF PROPERTY.** The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever

arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

**9. REVOCATION.** The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

**10. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**11. INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$500,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.

**A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**B.** Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as 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.

**12. RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

**13. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**14. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to the Agreement.

15. **ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Long Lake Ranch Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: District Manager

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to the Licensee: Peter Chow  
1204 Multiflora Loop  
Lutz, Florida 33558

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

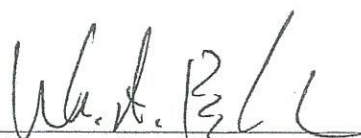
18. **SEVERABILITY.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

LONG LAKE RANCH COMMUNITY  
DEVELOPMENT DISTRICT

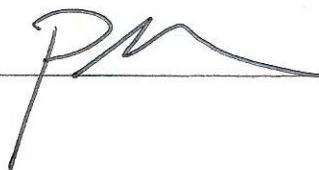
  
Secretary

  
Chairperson, Board of Supervisors

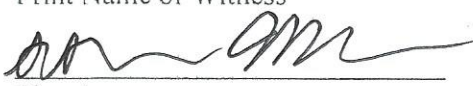
Witnesses:

PETER CHOW

  
Signature

  
\_\_\_\_\_

  
Print Name of Witness

  
Signature

  
Print Name of Witness