

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS' MEETING
MARCH 19, 2015**

**FOREST BROOKE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
MARCH 19, 2015 at 9:00 a.m.**

Lennar Homes
4600 West Cypress Street, Suite 200,
Tampa, FL 33607

District Board of Supervisors	Brady Lefere Laura Coffey Ben Gainer Anthony Palmisano Dale Human	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	John Vericker	Straley & Robin
District Engineer	Toxey Hall	Clearview Land Design

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

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **9:00 a.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. The fourth section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

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

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

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 3434 COLWELL AVENUE • SUITE 200 • TAMPA, FL 33614

March 11, 2015

Board of Supervisors
Forest Brooke Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Forest Brooke Community Development District will be held on **Thursday, March 19, 2015 at 9:00 a.m.** at the offices of Lennar Homes located at 4600 West Cypress Street, Suite 200, Tampa, FL 33607. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Regular of the Board of Supervisors' Meeting held on January 15, 2015Tab 1
 - B. Consideration of Operation and Maintenance Expenditures for January 2015Tab 2
- 4. BUSINESS ITEMS**
 - A. Ratification of Series 2014 Construction Requisitions #1 -# 6 (*see recap*)Tab 3
 - B. Ratification of Proposal for CDD Maintenance Exhibit CreationTab 4
 - C. Consideration of Proposal for Landscape RFP (**under separate cover**)
 - D. CDD Acceptance of Lift Station.....Tab 5
 - E. Presentation of Proposal for Public Facilities ReportTab 6
- 5. STAFF REPORTS**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Very truly yours,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

MINUTES OF MEETING

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

**FOREST BROOKE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Forest Brooke Community Development District was held on **Thursday, January 15, 2015 at 9:00 a.m.** at the office of Lennar Homes located at 4600 West Cypress Street, Suite 200, Tampa, Florida 33607.

Present and constituting a quorum:

Brady Lefere	Board Supervisor, Chairman
Laura Coffey	Board Supervisor, Vice Chairman
Ben Gainer	Board Supervisor, Assistant Secretary
Anthony Palmisano	Board Supervisor, Assistant Secretary

Also present was:

Joseph Roethke	District Manager, Rizzetta & Company, Inc.
John Vericker	District Counsel, Straley & Robin

FIRST ORDER OF BUSINESS

Call to Order

Mr. Roethke called the meeting to order and read roll call.

SECOND ORDER OF BUSINESS

Audience Comments

There were no audience present/ no comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the Board
of Supervisors' Regular and Landowner's
Meeting held on November 20, 2014**

<p>On a Motion by Mr. Lefere, seconded by Mr. Gainer, with all in favor, the Board approved the Minutes from the Board of Supervisors' Regular and Landowner's Meetings held on November 20, 2014 for Forest Brooke Community Development District.</p>

FOURTH ORDER OF BUSINESS

**Consideration of Operations and
Maintenance Expenditures for November
and December 2014**

On a Motion by Mr. Gainer, seconded by Mr. Palmisano, with all in favor, the Board ratified the Operation & Maintenance expenditures for November 2014 totaling (\$52.96) and December 2014 totaling (\$7,769.00) for Forest Brooke Community Development District.

FIFTH ORDER OF BUSINESS

**Presentation of Resolution 2015-05,
Adopting Rules of Procedure**

Mr. Roethke asked for a motion to open the public hearing.

On a Motion by Mr. Lefere, seconded by Ms. Coffey, with all in favor, the Board opened the Public Hearing for Forest Brooke Community Development District.

Mr. Roethke presented Resolution 2015-05 and Mr. Vericker discussed the details of the Rules of Procedure with the Board.

On a Motion by Mr. Lefere, seconded by Mr. Gainer, with all in favor, the Board closed the Public Hearing for Forest Brooke Community Development District.

On a Motion by Mr. Gainer, seconded by Mr. Palmisano, with all in favor, the Board adopted Resolution 2015-05 for Forest Brooke Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Proposal for Website
Services**

Mr. Roethke presented a proposal for website services to the Board. A discussion ensued regarding the details of the proposal and the statutory requirements for new CDD websites.

On a Motion by Ms. Coffey, seconded by Mr. Gainer, with all in favor, the Board approved the proposal from Rizzetta Technology Services for website development (\$1,500.00), as well as, (\$100.00 total per month) for hosting, backup, and content updating for Forest Brooke Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. District Manager
Mr. Roethke noted that the next regularly scheduled meeting will be held on February 19, 2015 at 9:00 a.m. at the offices of Lennar Homes located at 4600 Cypress Street, Suite 200, Tampa, Florida 33607.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Mr. Lefere and Ms. Coffey requested an updated construction fund statement for the Series 2014 Bonds. Mr. Roethke will circulate a copy of this statement after the Board meeting.

NINTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Gainer, seconded by Mr. Palmisano, with all in favor, the Board adjourned the meeting at 9:14 a.m. for Forest Brooke Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures January 2015 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2015 through January 31, 2015. This does not include expenditures previously approved by the Board.

The total items being presented: **\$11,781.61**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Forest Brooke Community Development District
Paid Operation & Maintenance Expenses
 January 1, 2015 Through January 31, 2015

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clearview Land Design, P.L.	1430	4991	Engineering Services 11/14	\$ 2,729.12
Rizzetta & Company, Inc.	1431	17352	District Management Fees 12/14	\$ 1,100.00
Rizzetta & Company, Inc.	1431	17466	District Management Fees 01/15	\$ 4,100.00
Straley & Robin, Attorneys at Law	1432	11491	General Monthly Legal Services 11/14	\$ 3,711.95
Times Publishing Company	1429	107145 12/14/14	Legal Advertising 12/14/14	\$ 50.86
Times Publishing Company	1429	107145 12/17/14	Legal Advertising 12/17/14	\$ 89.68
Report Total				<u>\$ 11,781.61</u>

Invoice

Invoice #: 4991
Invoice Date: 11/20/2014
Due Date: 11/20/2014
Project: CDD-FB-001
Project Name

Bill To:

Forest Brooke CDD
 Rizetta & Company
 3434 Colwell Avenue, Suit e200
 Tampa, FL 33614

Terms	Due on receipt
Phone #	813 223-3919

Project Description	Forest Brooke
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Item	Description	Hours	Rate	Serviced	Amount
	Forest Brooke CDD				
09- Principal	Principal	6	190.00	10/17/2014	1,140.00
02 - Permit Lia...	Permit Liaison	1	110.00	10/24/2014	110.00
02 - Permit Lia...	Permit Liaison	1	110.00	10/31/2014	110.00
09- Principal	Principal	4	190.00	10/31/2014	760.00
09- Principal	Principal	3	190.00	11/7/2014	570.00
	Reimbursables:				
	Courier		39.12	11/7/2014	39.12

RECEIVED

NOV 24 2014

Date Rec'd Rizetta & Co., Inc. _____
 Date 12/3
 Date entered _____ NOV 26 2014
 Fund 001 GL 51300 DC 3103

Please reference invoice number on check when paying invoice.

Total	\$2,729.12
Payments/Credits	\$0.00
Balance Due	\$2,729.12

RIZZETTA & COMPANY, INC.

5020 W Linebaugh Avenue

Suite 200

Tampa, FL 33624

DATE	INVOICE NO.
12/1/2014	17352

BILL TO
FOREST BROOKE CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

TERMS	PROJECT
Due Upon Rec't	141 - CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
DM	<p>PROFESSIONAL FEES:</p> <p>District Management Services</p> <p>Services for the period December 1, 2014 through December 31, 2014</p> <p style="text-align: center;">RECEIVED NOV 25 2014</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>DM approval <u>GR</u> Date <u>12/3</u></p> <p>Date entered <u>NOV 26 2014</u></p> <p>Fund <u>001 G51300 003101</u></p> <p>Check # _____</p>		1,100.00	1,100.00

Total	\$1,100.00
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RIZZETTA & COMPANY, INC.

5020 W Linebaugh Avenue

Suite 200

Tampa, FL 33624

DATE	INVOICE NO.
1/1/2015	17466

BILL TO
FOREST BROOKE CDD 3434 Colwell Ave. Suite 200 Tampa, FL 33614

TERMS	PROJECT
Due Upon Rec't	141 - CDD

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	PROFESSIONAL FEES:			
DM	District Management Services		1,100.00	1,100.00
ACTG	Accounting Services - January 2015		1,000.00	1,000.00
ACTG	Accounting Services - December 2014		1,000.00	1,000.00
ACTG	Accounting Services - November 2014		1,000.00	1,000.00
	Services for the period January 1, 2015 through January 31, 2015			
	RECEIVED DEC 29 2014 Date Rec'd Rizzetta & Co., Inc. _____ DM approval <u>gr</u> Date <u>1/5</u> Date entered <u>DEC 30 2014</u> Fund <u>001 GLS1300 00 3101</u> Check # <u>3201</u>			
			Total	\$4,100.00

STRALEY & ROBIN

Attorneys At Law
1510 W. Cleveland Street
Tampa, Florida 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

Forest Brooke CDD
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

November 18, 2014
Client: 001317
Matter: 000001
Invoice #: 11491

Page: 1

RE: General

For Professional Services Rendered Through November 15, 2014

SERVICES

Date	Person	Description of Services	Hours
10/16/2014	JMV	PREPARE FOR AND ATTEND CDD BOARD MEETING (VIA SPEAKERPHONE).	0.6
10/16/2014	VKB	DRAFT PARTIAL ASSIGNMENT OF QGS CONTRACT TO THE DISTRICT.	0.5
10/17/2014	VKB	REVIEW AND REVISE PARTIAL ASSIGNMENT OF CONTRACT; REVIEW AND REVISE NOTICE OF AMENDED LEGAL DESCRIPTION.	1.4
10/20/2014	JMV	REVIEW EMAILS FROM T. HALL; REVIEW COST EXHIBITS.	0.3
10/20/2014	MKS	CORRESPONDENCE TO T. HALL.	0.3
10/20/2014	VKB	REVIEW EMAILS FROM AND REPLY TO T. HALL RE: ASSIGNMENT OF AGREEMENT; TELECONFERENCE WITH T. HALL RE: SAME; REVIEW AND REVISE ASSIGNMENT OF AGREEMENT.	2.0
10/21/2014	VKB	REVIEW AND REVISE ASSIGNMENT OF CONTRACT; REVISE AND REVISE BILL OF SALE AND ENGINEER'S CERTIFICATE.	3.5
10/22/2014	JMV	TELEPHONE CALL WITH J. ROETHKE RE: STATUS OF REQUISITION PAYMENT.	0.2
10/22/2014	VKB	REVIEW AND REVISE PARTIAL ASSIGNMENT; DRAFT EMAIL TO D. FELDMAN RE: PARTIAL ASSIGNMENT.	0.8

SERVICES

Date	Person	Description of Services	Hours
10/23/2014	VKB	REVIEW D. FELDMAN'S SUGGESTED REVISIONS TO PARTIAL ASSIGNMENT; REVIEW AND REVISE PARTIAL ASSIGNMENT; TELECONFERENCE WITH J. GARDNER RE: PARTIAL ASSIGNMENT.	0.5
10/24/2014	JMV	REVIEW EMAIL FROM L. COFFEY RE: STATUS OF BILL OF SALE; FOLLOW-UP WITH J. ROETHKE RE: STATUS OF PAYMENT REQUISITION.	0.2
10/24/2014	VKB	REVIEW EMAIL FROM AND REPLY TO L. COFFEY RE: EXECUTED BILL OF SALE.	0.1
10/27/2014	JMV	TELEPHONE CALL WITH J. ROETHKE.	0.2
10/27/2014	VKB	REVIEW EMAIL FROM AND REPLY TO J. GARDNER RE: PARTIAL ASSIGNMENT; REVIEW AND REVISE PARTIAL ASSIGNMENT; DRAFT EMAIL TO J. GARDNER, L. COFFEY, J. ROETHKE, AND D. FELDMAN RE: SAME.	0.3
10/28/2014	VKB	REVIEW AND RESPOND TO EMAIL FROM J. GARDNER RE: EXECUTION OF PARTIAL ASSIGNMENT AND CURRENT PAY APPLICATIONS.	0.1
10/29/2014	JMV	REVIEW EMAIL FROM J. KENNEDY; REVIEW CDD FINANCIAL STATEMENTS; REVIEW EMAIL FROM T. HALL; FOLLOW-UP ON CONSTRUCTION CONTRACT ASSIGNMENT.	0.4
10/30/2014	JMV	REVIEW EMAIL FROM T. HALL; DRAFT EMAIL TO T. HALL RE: REQUISITIONS; REVIEW EMAIL FROM J. ROETHKE.	0.2
10/30/2014	VKB	REVIEW EMAILS FROM J. ROETHKE AND T. HALL RE: PAY APPLICATIONS.	0.1
11/03/2014	JMV	REVIEW EMAIL FROM J. DOWELL RE: CONSTRUCTION REQUISITION.	0.2
11/03/2014	VKB	REVIEW EMAIL FROM J. DOWELL RE: ENGINEER'S CERTIFICATE AND BILL OF SALE.	0.1
11/04/2014	VKB	REVIEW AND RESPOND TO EMAILS RE: ACQUISITION OF INFRASTRUCTURE, PARTIAL ASSIGNMENT OF AGREEMENT, AND AMENDED NOTICE OF LEGAL DESCRIPTION; TELECONFERENCE WITH J. ROETHKE RE: SAME.	0.5

SERVICES

Date	Person	Description of Services	Hours	
11/05/2014	JMV	FOLLOW-UP ON CONTRACT ASSIGNMENTS.	0.2	
11/05/2014	VKB	REVIEW CORRESPONDENCE RE: EXECUTION OF PARTIAL ASSIGNMENT OF AGREEMENT; DRAFT EMAIL TO J. ROETHKE AND J. GARDNER RE: SAME; REVIEW AND REVISE RESOLUTION ADOPTING RULES OF PROCEDURE; REVIEW AND REVISE RULES OF PROCEDURE; REVIEW AND REVISE NOTICE OF AMENDED LEGAL DESCRIPTION FOR THE 2014 BONDS.	1.5	
11/05/2014	LH	PREPARE DRAFT UPDATED RULES OF PROCEDURE AND RESOLUTION ADOPTING SAME; PREPARE EMAIL TO J. ROETHKE TRANSMITTING SAME FOR PUBLIC HEARING AND ADOPTION BY THE BOARD.	1.4	
11/06/2014	JMV	REVIEW EMAIL FROM R. DE LA CRUZ RE: CDD RULES OF PROCEDURE.	0.2	
11/06/2014	VKB	REVIEW AND REVISE RESOLUTION RE: SETTING PUBLIC HEARING FOR RULES OF PROCEDURE; TELECONFERENCE WITH J. ROETHKE RE: SAME; OFFICE CONFERENCE WITH J. VERICKER RE: AMENDED NOTICE OF LEGAL DESCRIPTION; DRAFT EMAIL TO B. LEFERE RE: SAME.	0.9	
11/07/2014	JMV	REVIEW EMAIL FROM B. LEFERE; REVIEW EMAIL FROM J. ROETHKE; DRAFT EMAIL TO J. ROETHKE.	0.2	
11/12/2014	JMV	REVIEW EMAIL FROM J. ROETHKE; DRAFT EMAIL TO J. ROETHKE.	0.2	
11/12/2014	LH	REVIEW EMAIL FROM J. ROETHKE RE DISCLOSURE OF PUBLIC FINANCE; REVIEW FILES AND EMAIL TO J. ROETHKE TRANSMITTING SAME.	0.2	
11/13/2014	LH	PREPARE TRANSMITTAL TO CLERK OF COURT RE RECORDING OF NOTICE OF AMENDED LEGAL FOR THE COLLATERAL ASSIGNMENT.	0.3	
Total Professional Services			17.6	\$4,292.50

PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	3.1	\$852.50
MKS	Mark K. Straley	0.3	\$99.00
VKB	Vivek K. Babbar	12.3	\$3,075.00
LH	Lynn Hoodless	1.9	\$266.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
10/30/2014	FEDEX - Federal Express	\$24.00
11/13/2014	Clerk, Circuit Court, Hillsborough County - Recording Fees	\$86.50
11/15/2014	Photocopies (393 @ \$0.15)	\$58.95
Total Disbursements		\$169.45

Total Services	\$4,292.50
Total Disbursements	\$169.45
Total Current Charges	\$4,461.95
Less Courtesy Discount	(\$750.00)
PAY THIS AMOUNT	\$3,711.95

RECEIVED
 NOV 25 2014

Date Rec'd Hizzetta & Co., Inc. _____
 O/M approval gr Date 12/3
 Date entered NOV 26 2014
 Fund 001 GL 51400 OC 3107
 Check # _____

Please Include Invoice Number on all Correspondence

Tab 3

FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT
SERIES 2014 CONSTRUCTION REQUISITION RECAP
FOR BOARD RATIFICATION ON MARCH 19, 2015

Requisition Number	Payee	Amount
1	Lennar	(1,808,825.36)
2	QGS Development, Inc.	(362,628.71)
3	QGS Development, Inc.	(297,715.23)
4	QGS Development, Inc.	(271,793.42)
5	QGS Development, Inc.	(442,045.68)
6	QGS Development, Inc.	(708,243.97)

Tab 4



PROPOSAL/AUTHORIZATION FOR WORK

To: Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 14

Date: February 5, 2015
Job No.: CDD-FB-004
Project: Sunshine Village

Attn: Mr. Joe Roethke

We hereby propose to do the following work:

Description of Work:

- CDD Maintenance exhibit. The exhibit will show all of Sunshine Village however Phases 1 & 2 will be detailed at this time. Future phases may be added at a reduced price as they come available.

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

Fees for the above will be billed as follows:

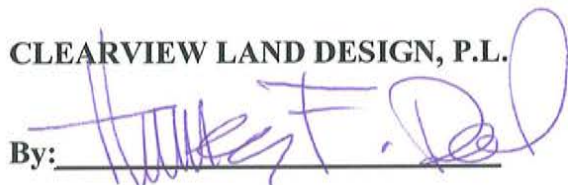
Lump Sum: \$2,500.00

ACCEPTANCE:
Forest Brooke CDD

By: _____

Date: _____

CLEARVIEW LAND DESIGN, P.L.

By: 

Thomas F. Deal
Director of Land Planning
& Landscape Architecture

Please return one signed copy to: Mary Robin Thiele, Clearview Land Design, P.L.

cc: Toxey Hall
Chris O'Kelley
Parker Hirons
Brady Lefere/Pulte

CLEARVIEW LAND DESIGN, P.L.
FEE SCHEDULE
(Effective September 1, 2014)

CODE	DESCRIPTION	HOURLY RATE
01	Administrative Assistant	\$80.00
02	Permit Liaison	\$110.00
03	Designer/Sr. CADD Technician	\$115.00
04	Field Engineer	\$115.00
05	Design Engineer	\$125.00
06	Professional Engineer	\$150.00
07	Ecologist	\$110.00
08	Landscape Architect, SR	\$165.00
09	Principal	\$190.00
10	CAD Technician	\$105.00
11	Design Principal	\$170.00
12	Graphic Technician	\$105.00
13	Entitlement Planner	\$145.00
14	Landscape Architect	\$145.00
15	GIS SPECIALIST	\$145.00



ATTACHMENT "A"

In addition to the fees in this Work Order, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls and postage. These expenses will be charged to you at our cost. Consultant Fees and permit fees, (if necessary), etc. will be charged at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Clearview Land Design, P.L., by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event such items are paid by Clearview Land Design, P.L. fees shall be reimbursed by Client in addition to the contract prices stated herein.

Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

Work will be billed at the end of each month under the terms of this Work Order, and we shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Work Order and the terms of said statement and invoice. If Client fails to make any payment due Clearview Land Design, P.L. for services within 30 days of the invoice date, the amount(s) due shall include an interest charge at the rate of 1 ½ percent per month for the thirtieth day.

Additionally, notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Clearview Land Design, P.L., at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Clearview Land Design, P.L. harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

All rates and fees are subject to renegotiation after a one month period from the date of this Work Order if it has not been accepted.

Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Clearview Land Design, P.L., pursuant to this contract are instruments of service and are the property of Clearview Land Design, P.L. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Clearview Land Design, P.L. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Clearview Land Design, P.L., shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

In the event this contract is terminated prior to completion, Clearview Land Design, P.L. shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Client shall indemnify, defend and hold harmless Clearview Land Design, P.L., from and against any claims, liability, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) Clearview Land Design, P.L., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this contract, except to the extent such claims arise from the gross negligence or intentional misconduct of Clearview Land Design, P.L.

Your acceptance of this proposal shall constitute a contract between the Client and Clearview Land Design, P.L.

The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

Opinions of probable construction costs provided by Clearview Land Design, P.L. represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Clearview Land Design, P.L. accepts no responsibility or liability in this regard.

Client acknowledges that the work described herein will constitute a lien against the property. The signature on this Work Order authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner. In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Clearview Land Design, P.L. shall be entitled to a lien on all property abutting said improvements.

Limitation of Liability

To the maximum extent permitted by law, CLEARVIEW LAND DESIGN, P.L.'s liability for CLIENT's damages will not exceed the compensation received by CLEARVIEW LAND DESIGN, P.L. under this Agreement. CLEARVIEW LAND DESIGN, P.L. is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project (currently, in the past or in the future) not in the employ of or a subcontractor to CLEARVIEW LAND DESIGN, P.L. The limitations of liability and indemnities will apply whether CLEARVIEW LAND DESIGN, P.L.'s liability arises under breach of contract or warranty; tort; including negligence (but not sole negligence); strict liability; statutory liability; or any other causes of action; and shall apply to CLEARVIEW LAND DESIGN, P.L.'s officers, employees, and subcontractors. Due to the inherent risk involved in the type of work in this agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, CLEARVIEW LAND DESIGN, P.L.'s liability for the work can be increased.

Tab 5

This instrument was prepared by
and is to be returned to:
John M. Vericker
Straley & Robin
1510 W. Cleveland Street
Tampa, Florida 33606

**DOCUMENTARY STAMP TAX IN THE
AMOUNT OF \$0.70 IS BEING PAID
UPON RECORDATION**

(Reserved for Recording Office)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made as of the ____ day of March, 2015, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose mailing address is 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172 ("Grantor"), and **FOREST BROOKE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized pursuant to Chapter 190, Florida Statutes, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "**Grantee**"). (All references to the parties herein shall include their heirs, personal representatives, successors, and assigns.)

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee forever, the real property (hereinafter the "**Property**") situated in Hillsborough County, Florida, more particularly described as follows:

Tract Z, SUNSHINE VILLAGE PHASE 1B-2, according to the plat thereof as recorded in Plat Book 123, Page 288, Public Records of Hillsborough County, Florida.

TO HAVE AND TO HOLD the Property, with all improvements thereon, unto the Grantee in fee simple forever.

AND Grantor does hereby covenant with the Grantee that the Property is free from all liens and encumbrances except: (a) conditions, restrictions, limitations, and easements of record, however this provision shall not reimpose any of the same; (b) zoning and other governmental regulations; and (c) taxes and assessments for 2015 and subsequent years;

AND Grantor does hereby fully warrant the title to the Property, and will defend the same against the lawful claims of all persons whomever claiming title by, through, or under Grantor, but not otherwise.

This deed was prepared at the request of the Grantor without the benefit of a title search.

IN WITNESS WHEREOF, the said grantor has hereto caused this instrument to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

LENNAR HOMES, LLC,
a Florida limited liability company

Signature

Print or type name

Signature

Print or type name

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of March, 2015, by _____, as _____ of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He/She is ____ personally known to me, or ____ has produced _____ (type of identification), as identification.

NOTARY PUBLIC

Print, Type or Stamp Commissioned Name of
Notary Public)

Tab 6

CLEARVIEW LAND DESIGN, P.L.
1213 E. 6th Avenue, Tampa, FL 33605
(813) 223-3919 PHONE – (813) 223-3975 FAX



PROPOSAL/AUTHORIZATION FOR WORK

To: Forest Brooke CDD
c.o Rizetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Date: February 5, 2015
Job No.: CDD-FB-003
Project: Forest Brooke CDD

Attn: Rene Delacruz

We hereby propose to do the following work:

Prepare CDD Public Facilities Report.

All work herein is subject to the conditions described in Attachment "A" attached herewith and made a part of this "Authorization for Work".

Fees for the above will be billed as follows: Lump Sum \$ 4,000.00

ACCEPTANCE:
Forest Brooke CDD

By: _____

Date: _____

CLEARVIEW LAND DESIGN, P.L.

By: _____

Toxey A. Hall, P.E.
President

P:\Sunshine Village\Forest Brooke\Contracts\2015.02.05 TAH-mrt-WorkOrder.Forest Brooke CDD Public Facilities Report.CDD-FB-003.doc

Please return one signed copy to: Mary Robin Thiele, Clearview Land Design, P.L.

CC: Mary Robin Thiele
File

CLEARVIEW LAND DESIGN, P.L.

1213 E. 6TH Avenue
Tampa, FL 33605

ATTACHMENT "A"

In addition to the fees in this Work Order, we charge all out-of-pocket expenses such as printing, photocopying, long distance telephone calls and postage. These expenses will be charged to you at our cost. Consultant Fees and permit fees, (if necessary), etc. will be charged at our cost plus 15%. Client shall pay the following items in advance: (a) all review/permit fees required by governmental agencies, and (b) any fees or other charges to be imposed upon Clearview Land Design, P.L., by its insurance carriers in excess of those necessary to obtain a standard certificate of insurance (including, without limitation, for earmarking of policy coverage to the project or for a waiver of subrogation). In the event such items are paid by Clearview Land Design, P.L. fees shall be reimbursed by Client in addition to the contract prices stated herein.

Any work requested which is not included in the stated fees shall be performed only after the execution of an "Authorization for Work" form. Fees for the additional work shall be at the rates prevailing at the time of the additional service.

Work will be billed at the end of each month under the terms of this Work Order, and we shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Work Order and the terms of said statement and invoice. If Client fails to make any payment due Clearview Land Design, P.L. for services within 30 days of the invoice date, the amount(s) due shall include an interest charge at the rate of 1 ½ percent per month for the thirtieth day.

Additionally, notwithstanding any other terms or conditions herein to the contrary, it is expressly understood and agreed that Clearview Land Design, P.L., at its sole discretion, shall have the right to cease work on the project and withhold all information and documents concerning the project in the event until any amounts then due have been outstanding for more than 30 days from the date of the invoice. It is further agreed that Client shall hold Clearview Land Design, P.L. harmless for any and all damages resulting from ceasing work and/or withholding information or documents concerning the project.

All rates and fees are subject to renegotiation after a one month period from the date of this Work Order if it has not been accepted.

Unless otherwise agreed to in this contract, all sketches, tracings, drawings, computations, details, design calculations, permits, and other documents and plans prepared by Clearview Land Design, P.L., pursuant to this contract are instruments of service and are the property of Clearview Land Design, P.L. Client may not use or modify such documents on other projects or extensions of this project without the prior written approval of Clearview Land Design, P.L. Notwithstanding any provision in this contract to the contrary, in the event of a default by Client (including, without limitation, any failure to pay amounts due within 30 days of invoice date), Clearview Land Design, P.L., shall be entitled to exclusive ownership and possession of any and all documents prepared pursuant to this contract.

In the event this contract is terminated prior to completion, Clearview Land Design, P.L. shall be entitled to payment for services performed as of the date of termination, plus out-of-pocket expenses.

Client shall indemnify, defend and hold harmless Clearview Land Design, P.L., from and against any claims, liability, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) Clearview Land Design, P.L., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this contract, except to the extent such claims arise from the gross negligence or intentional misconduct of Clearview Land Design, P.L.

Your acceptance of this proposal shall constitute a contract between the Client and Clearview Land Design, P.L.

The prevailing party in any litigation between the parties relating to or arising out of this contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

Opinions of probable construction costs provided by Clearview Land Design, P.L. represent our best judgment but do not constitute a guarantee since we have no control over contractor pricing.

The scope of services does not include site investigations or other engineering evaluations to determine the presence or extent of hazardous wastes or soil and groundwater contamination. Clearview Land Design, P.L. accepts no responsibility or liability in this regard.

Client acknowledges that the work described herein will constitute a lien against the property. The signature on this Work Order authorizes the work herein described and does so on behalf of the owner in question and warrants that he has the authority to sign this agreement on behalf of the Owner. In the event improvements are dedicated to public use or otherwise alienated by the Owner, then Clearview Land Design, P.L. shall be entitled to a lien on all property abutting said improvements.

Limitation of Liability

To the maximum extent permitted by law, CLEARVIEW LAND DESIGN, P.L.'s liability for CLIENT's damages will not exceed the compensation received by CLEARVIEW LAND DESIGN, P.L. under this Agreement. CLEARVIEW LAND DESIGN, P.L. is not responsible for the duties and responsibilities that belong to the borrower(s), developer(s), construction contractor(s), designer(s), testing laboratories, full-time inspector(s), or other parties associated with the Project (currently, in the past or in the future) not in the employ of or a subcontractor to CLEARVIEW LAND DESIGN, P.L. The limitations of liability and indemnities will apply whether CLEARVIEW LAND DESIGN, P.L.'s liability arises under breach of contract or warranty; tort; including negligence (but not sole negligence); strict liability; statutory liability; or any other causes of action; and shall apply to CLEARVIEW LAND DESIGN, P.L.'s officers, employees, and subcontractors. Due to the inherent risk involved in the type of work in this agreement, at the Client's discretion, and upon payment of an additional fee to be negotiated, CLEARVIEW LAND DESIGN, P.L.'s liability for the work can be increased.