

**TOUCHSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS  
REGULAR MEETING  
JANUARY 14, 2021**

**TOUCHSTONE  
COMMUNITY DEVELOPMENT DISTRICT  
AGENDA**

**JANUARY 14, 2021 at 9:00 a.m.**

The offices of Meritus

Located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607

<b>District Board of Supervisors</b>	Chairman Vice-Chair Assistant Secretary Assistant Secretary Assistant Secretary	Kelly Evans Laura Coffey Paulo Beckert Becky Wilson Lori Campagna
<b>District Manager</b>	Meritus	Gene Roberts
<b>District Attorney</b>	Straley Robin Vericker	John Vericker Dana C. Collier
<b>District Engineer</b>	Landmark Engineering	Todd C. Amaden

***All cellular phones and pagers must be turned off while in the meeting room***

The Regular Meeting will begin at **9:00 a.m.** with the third section 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. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 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 fourth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called **Vendor/Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called **Board of Supervisors Request and Comments**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. 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 ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.**

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) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, 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.

January 14, 2021

Board of Supervisors  
**Touchstone Community Development District**

Dear Board Members:

The Regular Meeting of Touchstone Community Development District will be held on **January 14, 2021 at 9:00 a.m. at the offices of Meritus located at 2005 Pan Am Circle Suite 300, Tampa, FL 33607**. Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

**Call in Number: 1-866-906-9330**

**Access Code: 7979718#**

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS ON AGENDA ITEMS**
- 3. VENDOR/STAFF REPORTS**
  - A. District Counsel ..... Tab 01
    - i. Partial Release of Easement - Phase I
    - ii. TECO/CDD Right of Way Agreement
  - B. District Engineer
  - C. District Manager ..... Tab 02
    - i. Community Inspection Reports
- 4. BUSINESS ITEMS**
  - A. Discussion on Landscaping Proposal ..... Tab 03
- 5. CONSENT AGENDA**
  - A. Consideration of Minutes of the Regular Meeting December 10, 2020 ..... Tab 04
  - B. Consideration of Operation and Maintenance Expenditures November 2020 ..... Tab 05
- 6. REVIEW OF FINANCIAL STATEMENTS MONTH ENDING NOVEMBER, 2020 ..... Tab 06**
- 7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 8. PUBLIC COMMENTS**
- 9. 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) 873-7300.

Sincerely,

Gene Roberts,  
District Manager

This instrument prepared by:  
Dana Crosby Collier, Esq.  
Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606

Return to:  
Cari Allen, JD  
Hillsborough County Geospatial &  
Land Acquisition Services Department  
P.O. Box 1110  
Tampa, FL 33601

### PARTIAL TERMINATION OF EASEMENT

**THIS PARITAL TERMINATION OF EASEMENT** (“Termination”) is made, executed, and delivered as of the \_\_\_ day of \_\_\_\_\_, 2021, by **TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes Florida limited liability company, (“Grantor”), whose address is c/o Meritus Corp., 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

#### RECITALS:

A. In accordance with the Grant of Easements, as recorded at Official Records Book 27032, Page 627, Public Records of Hillsborough County, Florida, Grantor is the owner of that certain Five Foot (5’) wide landscape buffer easement depicted along the southerly boundary of Parcel 4, Touchstone Phase 1, as recorded in Plat Book 132, Pages 37-51, Public Records of Hillsborough County, Florida (“Easement”).

B. Grantor is the only benefited party to the Easement.

C. Grantor desires to partially terminate and cancel, of record, a portion of the Easement.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, Grantor does hereby agree and state as follows:

Recitals. The recitals set forth above are incorporated herein and made a part hereof as fully as if set forth herein verbatim.

Termination and Cancellation of Easement. By this Partial Termination, Grantor hereby terminates and cancels a portion of the Easement, as is more specifically described in **Exhibit “A”**, which is attached hereto and incorporated herein by reference, effective as of the date of the recording of this Termination.



IN WITNESS WHEREOF, Grantor has executed and delivered this Termination as of the date first above written.

Signed, sealed and delivered  
in the presence of:

***TOUCHSTONE COMMUNITY  
DEVELOPMENT DISTRICT***

\_\_\_\_\_  
Signature of Witness #1

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

\_\_\_\_\_  
Print Name of Witness #1

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness #2

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

\_\_\_\_\_  
Print Name of Witness #2

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [ ] physical presence of [ ]  
online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_ as Chair/Vice Chair of the Touchstone Community  
Development District. He and/or she are personally known to me or have produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC:

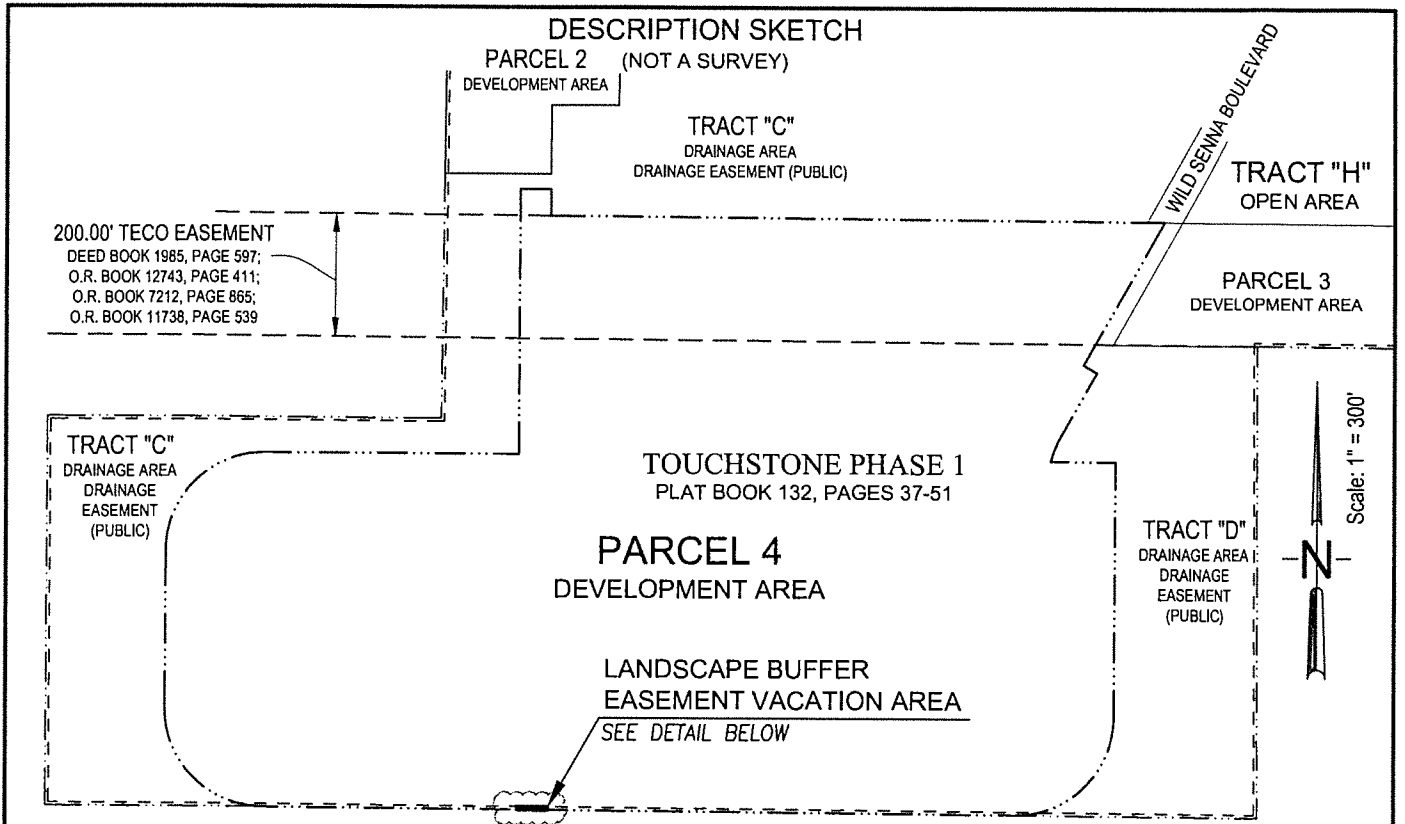
(SEAL)

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

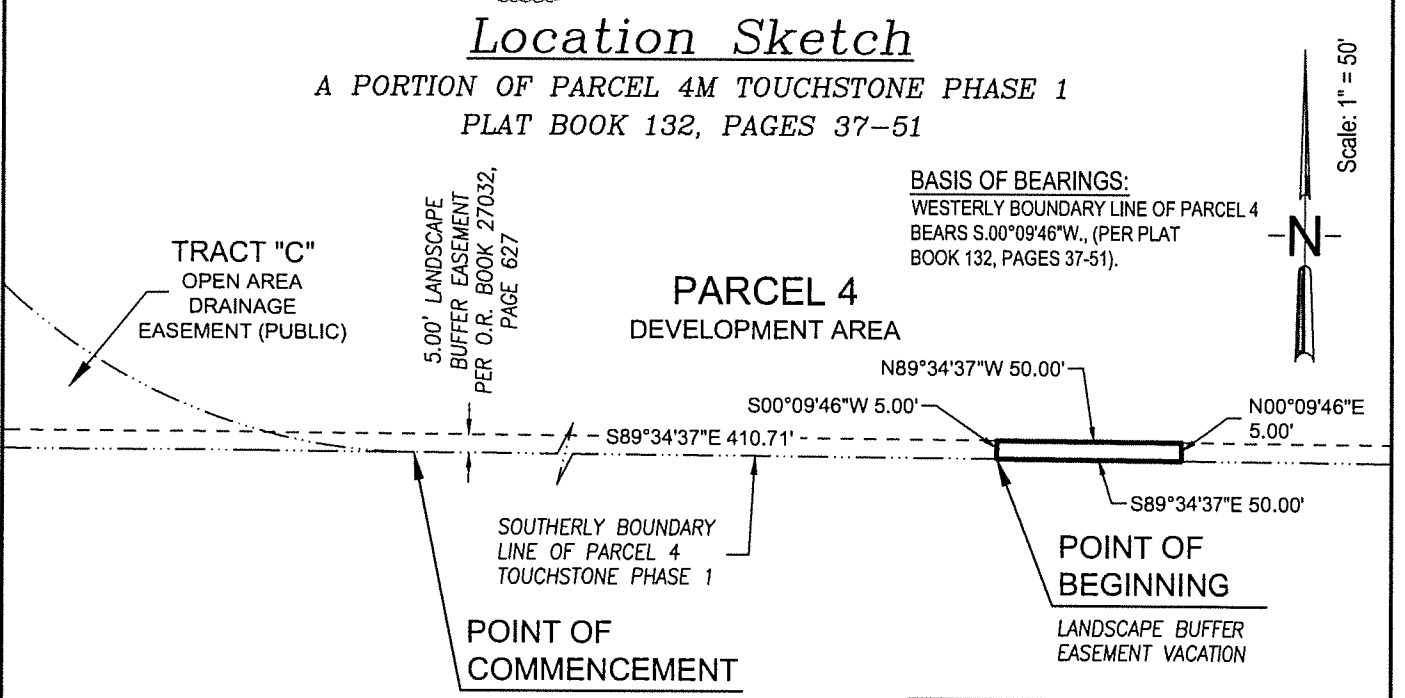
My Commission Expires: \_\_\_\_\_





Location Sketch

A PORTION OF PARCEL 4M TOUCHSTONE PHASE 1  
PLAT BOOK 132, PAGES 37-51



**NOTE:**  
SEE SHEET 1 FOR DESCRIPTION,  
NOTES AND LEGEND.



8515 Palm River Road | Tampa, Florida 33619  
(813) 621-7841 | (813) 664-1832 (fax)  
www.lasc.com | L.B. # 3913

**SHEET 2 OF 2**

Job No.:  
2150068

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**RIGHT OF WAY USE AGREEMENT**

**THIS RIGHT OF WAY USE AGREEMENT** (this “**Agreement**”) is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the “**Effective Date**”) by and between:

**TAMPA ELECTRIC COMPANY**, a Florida corporation, with its principal office at P.O. Box 111, Tampa, Florida, 33601 (“**Grantor**”)

and

\_\_\_\_\_, a \_\_\_\_\_, with its principal office at \_\_\_\_\_ (“**Grantee**”).

**RECITALS:**

**WHEREAS**, Grantor controls by easement certain lands (the “**Right of Way**”) situated in Hillsborough County, Florida, that it maintains as a right of way for present and future above ground and underground utilities, including electric power transmission and distribution facilities, and other purposes (“**Grantor Facilities**”), such Right of Way being described on **Exhibit “A”** hereof, and

**WHEREAS**, Grantee desires to construct, maintain, operate, repair, replace and remove the following facilities (“**Grantee’s Facilities**”) over, under, across and through portions of the Right-of-Way:

\_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, subject to the terms, conditions and provisions herein, Grantor is willing to grant to Grantee, for the price, other considerations, and agreements of Grantee set forth herein, the rights desired by Grantee.

**NOW, THEREFORE**, for the consideration and mutual benefits of the parties herein set forth, Grantor and Grantee agree as follows:

**1. Grant of Joint Use Area.** For and in consideration of the price described in Section 4., the other covenants and obligations of Grantee, and the terms and conditions set forth below, Grantor, to the extent of Grantor’s ability legally to do so, grants, conveys and delivers unto Grantee, its agents, contractors, representatives, servants, employees, invitees, successors, subsidiaries, affiliates and assigns, a non-exclusive easement of right of use and consent to use for only the Purposes defined in Section 3 and for the specific property described in Section 2 (the “**Joint Use Area**”). Grantee shall begin repair of all damage done to Grantor’s roads or other property of Grantor by Grantee or any Grantee Party (hereinafter defined) within thirty (30) days of the occurrence of such damage and thereafter diligently pursue such repair to completion. Grantor is not required to provide or maintain a road across any other property in which Grantor has an interest for the benefit of Grantee or the Grantee Parties.

**2. Joint Use Area.** The Joint Use Area granted herein is more fully described on **Exhibit “A”** and shown on Grantee’s Drawing titled **Exhibit “C”**—\_\_\_\_\_  
(the “**Drawing**”). Grantee agrees to revise **Exhibit “C”** based on final engineering design acceptable to Grantor, if required.

**3. Purposes.** The Joint Use Area shall be used by Grantee solely for the purposes (the “**Purposes**”) of constructing, maintaining, operating, repairing, protecting, replacing, and removing the Grantee’s Facilities as shown in the Drawing over, under and across the Joint Use Area. Grantee shall be responsible for compliance with all local ordinances and regulations, including zoning and environmental requirements, and Grantor shall have no duty to investigate or verify Grantee’s compliance.

**4. Payments.** In consideration for Grantor's permission to use the Joint Use Area, Grantee shall, within ten (10) days of the execution and exchange of this Agreement and as a condition precedent to any exercise by Grantee of the rights conferred hereby pay to Grantor, in cash, the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00), and other good and valuable consideration.

**5. Environmental Inspections.** In the event Grantee discovers any Hazardous Substance under or on the Right of Way or the Joint Use Area, Grantee immediately shall notify Grantor. Should Grantee require the conducting of audits, examinations, studies and/or assessments ("**Audit**") of "Hazardous Substances", Grantee shall be required to obtain the prior written consent of Grantor, which shall not be unreasonably withheld, conditioned or delayed. Within five (5) days of completion of any reports related to such Audit, Grantee shall provide to Grantor a copy of such reports. "**Hazardous Substances**" shall mean any chemical, substance, waste, material or constituent that is deemed, now or in the future, hazardous, toxic, a pollutant or a contaminant, under any current or future federal, state or local law, ordinance, rule, regulation or judicial or administrative order or decision relating to the protection of the public health, safety or the environment, and includes, without limitation, any material or substance that is (i) defined as a hazardous substance under any law of the State of Florida, (ii) petroleum or petroleum-containing, (iii) asbestos or asbestos-containing, (iv) designated as a "hazardous substance" under the Federal Water Pollution Control Act, 33 U.S.C. Section 1321 et seq., (v) defined as a "hazardous waste" under the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (vi) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. Section 6991 et seq., (viii) lead-based paints, (ix) flammables, (x) explosives, (xi) radioactive materials and (xii) chemicals known to cause cancer or reproductive toxicity. The reimbursements and indemnities by Grantee in Section 14 shall apply to any damages caused by Grantee's activities under this Section.

**6. Certain Obligations.** Grantee shall comply with all obligations undertaken by it under this Agreement, including but not limited to the following, all of which shall be carried out at Grantee's sole cost, expense, responsibility and liability:

**a. Fencing.** Without the prior written approval of Grantor and any affected third party, Grantee shall not fence the Joint Use Area nor shall Grantee or Grantee's contractors remove, cut, or alter any portion of the fences of Grantor or any third party on any of the Right of Way.

**b. Elevation of Property.** Without the prior written approval of Grantor, Grantee shall not alter the elevation or grade of the Right of Way other than as shown on Exhibit "C".

**c. Restoration of Joint Use Area.** Grantee shall have the right, upon application for and receipt of all appropriate permits, to cut trees and undergrowth within the Joint Use Area only to the extent needed to accommodate Grantee's Facilities, and said trees and undergrowth shall be disposed of or removed completely from the Right of Way. In the exercise of the rights granted herein, Grantee shall (a) restore and return promptly the surface of the Right of Way to the same condition in which such surface was before the exercise of such rights; (b) to the extent Grantee's use of the Joint Use Area has made the surface of the Right of Way more susceptible to erosion, restore the surface in a manner, reasonably acceptable to Grantor, that prevents erosion of the soil; and (c) repair or, if required by Grantor, replace any damage to improvements or facilities owned by Grantor. Grantee shall dispose of any and all trees, brush and other growth cut or cleared from the Right of Way in accordance with applicable law, provided, however, Grantee shall not burn same upon the Joint Use Area or any other portion of Grantor's Right of Way.

**d. Insurance.** It is understood and agreed that, with respect to any of the rights or privileges granted pursuant to this Agreement, Grantee shall maintain insurance coverage in forms and amounts that Grantee believes will adequately protect it, but in no case less than:

A. Workers' Compensation Insurance in accordance with all applicable state, federal and maritime laws, including Employer's Liability Insurance in the amount of \$1,000,000 for each accident. The policy shall be endorsed to include a waiver of subrogation in favor of Grantor and its affiliated and associated

companies. Notwithstanding applicable statutory exemptions, Workers' Compensation Insurance shall be maintained regardless of the number of employees employed by Grantee or the type of work performed.

B. Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed (including, but not limited to, liability of Grantor and its affiliated and associated companies), Contractor's Protective Liability Coverage for work sublet, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, Personal Injury Liability Coverage and Explosive, Collapse and Underground "XCU" Hazards, in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

C. Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned and non-owned vehicles, with a minimum combined single limit of \$1,000,000 per accident.

D. Excess/Umbrella Liability Insurance following the form of the liability insurance as required in paragraphs (A), (B) and (C), above, in the minimum amount of \$5,000,000 per occurrence.

Grantee's insurance policies required by paragraphs B. through D. above shall include Grantor and Grantors' parent and affiliated and associated companies and each of their respective employees, officers, directors, shareholders, agents, contactors and invitees as additional insured with respect to Grantee's liability arising from all acts performed or permitted under this Agreement. Grantee hereby waives all rights of recourse, including any right to which another may be subrogated, against Grantor and the additional insureds for personal injury, including death, and property damage. All of Grantee's policies of insurance shall be primary insurance and noncontributing with any other insurance maintained by Grantor and its affiliated and associated companies. The policies shall provide Grantor with thirty (30) days' prior written notice of cancellation or any material adverse change in conditions or limits of liability. Grantee shall provide Grantor with Certificates of Insurance issued to Grantor evidencing coverage currently in effect upon execution of this Agreement and for the duration of this Agreement.

Grantee shall be liable for all acts and omissions of its contractors and subcontractors. Contractors and subcontractors must meet the requirements of paragraphs A. through D. above as a condition precedent to the contracting or subcontracting of any work. The contractor or subcontractor may provide such insurance, or Grantee may provide such insurance on behalf of each contractor and subcontractor by means of separate and individual policies.

Grantee waives, and each insurer of Grantee shall waive, any rights of subrogation and all similar rights of recourse against Grantor and its affiliated and associated companies, with respect to any personal injury (including death) or property damage or Workers' Compensation benefits or related medical payments relating to or arising from the exercise of Grantee's rights granted herein.

**7. Overhead Electrical Wires.** Grantee acknowledges that there may be overhead wires supported by structures on or in proximity to the Joint Use Area and on the Right of Way, which are conductors of electricity and that no person or object in contact with a person may touch or be brought in close proximity to said wires or other fixtures on said structures, and to do so, or to permit such, would endanger the life of the person or persons so doing. Grantee acknowledges that the height of Grantor's electric lines varies depending upon weather and/or load conditions so that Grantee will be required to monitor the height of said lines throughout Grantee's operations. Grantee covenants and agrees to maintain during construction and at all times a minimum twenty-five (25') foot distance between any Grantee equipment or vehicle and any Grantor structures. Additionally, if the height of Grantee's equipment or any extension thereof, or part thereof, can possibly be raised to a height above the maximum allowed by all applicable regulations, such equipment shall be provided with guard chains or other devices limiting movable parts of the equipment to the maximum height provided by all applicable regulations and no such equipment will be operated or permitted upon any part of the Joint Use Area or the Right of Way that does not comply herewith. Grantee shall not store, park or stockpile any vehicles, equipment, supplies, building materials or any other matter within the Right of Way outside the Joint Use Area, and shall not do so within the Joint Use Area in a manner that might impede any emergency access to any Grantor Facilities or create a hazard. Grantee acknowledges that Grantor has no obligation to monitor Grantee's activities or to assure that Grantee, its employees, agents, contractors, subcontractors and their employees and agents, are complying herewith. Grantee and Grantee's

employees, agents, contractors and subcontractors shall use the highest degree of care when operating equipment under or near the electric lines of Grantor so as not to cause damage to or outages on or interruption of service by said electric lines and also to insure the safety of the employees of Grantee and Grantee's contractors and subcontractors. Grantee shall and shall require all of its contractors and their forces to, comply with Grantor's safety requirements, as established and amended from time to time, a copy of the current form of which, entitled "Coordination Required During Construction on Tampa Electric Company Electric Transmission Rights of Way", is attached as **Exhibit "B"**, hereof.

**8. Notification for Entry.** When Grantee desires to enter upon the Joint Use Area in connection with the rights granted herein, Grantee shall contact the authorized representative of Grantor to obtain necessary security clearance on such terms as are reasonable under the circumstances prior to entering upon the Joint Use Area. As of the Effective Date, the authorized representative of Grantor shall be the **Manager, Transmission, telephone number (813) 635-1770**, or such other person, address and/or telephone number as Grantor may designate as provided in Section 19 below. In the event of an emergency related to the repair and inspection of the Grantee's Facilities, Grantee, without prior notice to Grantor, shall have the right to enter the Joint Use Area for such emergency repair and/or inspection. Grantee shall notify Grantor of such emergency entry within twenty-four (24) hours in the same manner as noted herein.

**9. Grantor's Use of Joint Use Area.** Grantor shall have the right to use the Joint Use Area for any purpose not inconsistent with Grantee's rights. To the extent Grantor's uses do not materially interfere with the rights granted to Grantee hereunder, Grantor, its successors and assigns, retain the right to use and enjoy the Joint Use Area for all purposes and the right to construct improvements thereon, including, but not limited to, fences, walkways, driveways, roadways, streets, pipelines, electrical and other facilities on the Joint Use Area.

**10. Grantee's Improvements.** It is understood and agreed that the Grantee's Facilities and all other structures, fixtures, material, equipment and property of whatsoever nature (collectively, the "**Improvements**") that Grantee places on the Joint Use Area shall remain the property of Grantee, and, subject to Grantee's obligation to restore the Right of Way in compliance with Section 6.c., Grantee shall have the right at any time to sever and remove from the Joint Use Area the Improvements. Grantee shall remove the Improvements within one hundred eighty (180) days after termination of this Agreement, and if not so removed within one hundred eighty (180) days, Grantor shall have the right, but not the obligation, to remove, without right of claim by Grantee for compensation or damages, all or part of the Improvements, and if Grantor elects to remove such Improvements, the reasonable cost of such removal shall be paid by Grantee upon demand and shall bear interest from the date of Grantor's demand until paid in full at the highest rate allowed by applicable law. All taxes, assessments and other such charges on or on account of the Improvements shall be paid fully by Grantee before delinquency and if not paid timely by Grantee and if such payment is not contested by Grantee, Grantor may, but shall not be obligated to pay such taxes, assessments or other charges and Grantee shall pay Grantor the amount paid upon demand, which shall bear interest from the date of Grantor's demand until paid in full at the highest rate allowed by applicable law.

**11. No Warranties.**

**a.** Except as set forth in Section 11.c. hereof, the rights herein granted by Grantor are accepted by Grantee without warranty, liability or recourse whatsoever, including warranty as to title, expressed or implied, or warranty of fitness or condition, not even for the return of the consideration recited above, and are specifically made by Grantor and accepted by Grantee subject to rights of fee owners where portions of the Right of Way are held by Grantor as easements, rights of prior grantees, licensees or permittees from Grantor and any presently existing rights of way, constructions (including without limitation electrical facilities and fences of Grantor) or indentures, whether recorded or unrecorded; Grantor neither warrants nor represents the correctness of any surveys, plats, maps, drawings or legal descriptions attached hereto. This Agreement shall supersede any other Joint Use Area agreements between the parties hereto that may affect this Agreement.

**b.** Grantee accepts the Joint Use Area in its present condition and accepts the condition of same without any further liability or obligation of any kind whatsoever on the part of Grantor.

c. Grantor warrants to Grantee that Grantor has not granted any use rights within the Right-of-Way (or Joint Use Area) to any other party that could prevent or adversely affect Grantee's use of the Joint Use Area as described herein. Grantee's sole remedy for a breach of this warranty under 11.c shall be the relocation of the Joint Use Area as provided in section 13.

**12. Compliance with Laws; Protection against Liens:** Grantee shall comply with all current and future laws, ordinances, rules and regulations (including without limitation those of the National Electrical and Safety Code, OSHA, Corps of Engineers and State of Florida Department of Environmental Protection) insofar as they pertain to the manner in which Grantee shall use the Joint Use Area and the Right of Way. In addition, Grantee shall comply with all current and future health, safety and environmental laws, ordinances, rules and regulations that apply to its use of the Right or Way or its use of the Right of Way and shall not cause or allow Grantee's Parties, as hereinafter defined, to cause any Hazardous Substances, toxic trash, garbage or waste to be placed, discarded, stored, treated, disposed of, discharged, released, manufactured, generated, refined, brought upon or used on or beneath the Right of Way or the Joint Use Area by Grantee, or any of its agents, employees, contractors or subcontractors (collectively the "**Grantee Parties**"). In the event of a release by Grantee or a Grantee Party or leakage by Grantee or a Grantee Party of Hazardous Substances, Grantee shall be strictly liable to Grantor for all damages or claims related thereto and shall indemnify Grantor, its successors and assigns as set forth in the indemnity provisions below. In such event, Grantee shall give notice to Grantor immediately upon Grantee's or a Grantee Party's receipt of any notice of a violation of any laws, ordinances, rules or regulations including but not limited to those concerning Hazardous Substances and forthwith conduct such remediation necessary to comply with such laws. Nothing contained in this Agreement shall be construed as a consent on the part of Grantor to subject the estate of Grantor in the Right of Way to liability under the Construction Lien Law of the State of Florida for work done by or on behalf of Grantee, it being expressly understood that Grantor's estate shall not be subject to such liability. Grantee shall comply with the Construction Lien Law of the State of Florida as set forth in F.S. 713, or any successor statute as it pertains to Grantee's Facility. In the event that a construction lien is filed against any portion of the Right of Way in connection with any work performed by or on behalf of Grantee, Grantee shall discharge, satisfy or bond such claim, within thirty (30) days from the date of filing of the lien. In the event that Grantee fails to discharge, satisfy or bond such lien within said thirty (30) day period, Grantor, in addition to and not in lieu of available remedies for Grantee's breach of this obligation, may, but shall not be obligated to, do so and thereafter charge Grantee with all costs incurred by Grantor in connection with satisfaction of such claim, including attorneys' fees, costs and expenses, and interest on said amounts at the prime rate of interest published in The Wall Street Journal. This Paragraph shall survive the termination of this Agreement.

**13. Relocation of Joint Use Area.** Grantor currently has transmission lines and may in the future add additional transmission or distribution lines within the Joint Use Area (collectively, "**Grantor's Transmission Facilities**"). The existing line(s) are identified on Exhibit C. Grantee's Facilities will be under or in proximity to Grantor's Transmission Facilities. In the event Grantor is required by law, rule or regulation to modify Grantor's Transmission Facilities and such modification requires the protection, modification and/or relocation of Grantee's Facilities, Grantee, its successors and assigns, at Grantee's expense, shall make necessary changes in construction and/or location of Grantee's Facilities by protecting, modifying, and/or relocating such facilities. In the event relocation is required, but only to the extent available within the Right of Way, taking into consideration Grantor's Transmission Facilities and anticipated future needs, Grantor shall provide alternate or substitute Joint Use Area over Grantor's Right of Ways for the purposes set forth herein, at no additional charge to Grantee for use thereof, at a location acceptable to Grantor and Grantee which removes such interference and is as near as practicable to the original Joint Use Area granted herein. At Grantee's cost the parties shall execute such documents as are necessary in connection with such relocation of the Joint Use Area, including the relocated Joint Use Area agreement, if any, and Grantee's release of such portion of the Joint Use Area which has caused the interference. In the event Grantor is required by law, rule or regulation to modify Grantor's Transmission Facilities as provided above, Grantor shall provide Grantee with notice of its requirement that Grantee protect, modify, and/or relocate Grantee's Facilities. Such notice shall be given to Grantee in writing by which Grantee's Facilities must be raised, lowered and/or relocated. The parties agree to coordinate design, clearance considerations and the scheduling of transmission outages, if any, to minimize interruptions to transmission on both Grantor's Transmission Facilities and Grantee's Facilities. Notwithstanding Grantee's obligation to protect, modify, and/or relocate Grantee's Facilities, Grantor shall design modifications to Grantor's Transmission Facilities to avoid, to the extent reasonably possible and in accordance with Good Utility Practices and the National Electrical Safety Code, unnecessary modifications to Grantee's Facilities. "Good Utility Practices" means any of the practices, methods and acts engaged in or approved



by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practices are not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts. Grantor shall not be required to construct or modify Grantor's Transmission Facilities in this manner if such construction or modification would require Grantor to incur additional costs unless Grantee agrees to reimburse Grantor for such additional costs.

**14. Indemnification.**

**WITH RESPECT TO THE RIGHTS AND PRIVILEGES GRANTED PURSUANT TO THIS AGREEMENT, GRANTEE SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, ALLEGATIONS, DEMANDS, ACTIONS, CAUSES OF ACTION, LIENS, LAW SUITS OR OTHER PROCEEDINGS, RIGHTS OR LIABILITY FOR ANY MANNER OF INJURY, LOSS, COST, EXPENSE, HARM, DAMAGE, COMPENSATION OR OTHER REMUNERATION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF: ANY ACT OR OMISSION OF GRANTEE COMMITTED OR OMITTED IN THE EXERCISE OF THE RIGHTS GRANTED HEREUNDER; GRANTEE'S PERFORMANCE UNDER THIS AGREEMENT; GRANTEE'S USE OR OCCUPANCY OF THE RIGHT OF WAY OR THE JOINT USE AREA; GRANTEE'S VIOLATION OF FEDERAL, STATE OR LOCAL LAWS, ORDINANCES, RULES, REGULATIONS AND ADMINISTRATIVE OR JUDICIAL ORDERS IN CONNECTION WITH THE EXERCISE OF THE RIGHTS GRANTED HEREUNDER. IF SUIT IS BROUGHT AGAINST GRANTOR TO RECOVER FOR, OR ON ACCOUNT OF, ANY SUCH DAMAGE, INJURY OR DEATH AS PROVIDED ABOVE, GRANTEE WILL, AT GRANTOR'S REQUEST, AND AT GRANTOR'S OPTION, APPEAR AND DEFEND SAID SUIT AT ITS SOLE COST AND EXPENSE, WHETHER OR NOT WELL-FOUNDED, AND WILL PAY ANY FINAL AND NON-APPEALABLE JUDGMENT THAT MAY BE ENTERED THEREIN AGAINST GRANTOR OR GRANTEE, OR BOTH. THE INDEMNIFICATION OF GRANTOR BY GRANTEE HEREUNDER SHALL INCLUDE BUT NOT BE LIMITED TO THE REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY GRANTOR OR ON GRANTOR'S BEHALF IN CONNECTION WITH ANY SUCH SUIT, CLAIM, DEMAND OR JUDGMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, GRANTEE SHALL NOT INDEMNIFY GRANTOR FOR GRANTOR'S SOLE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE WORD "GRANTEE" (EXCEPT WHERE GRANTEE IS THE INDEMNIFYING PARTY) AS USED IN THIS SECTION 14 SHALL INCLUDE GRANTEE'S AGENTS, CONTRACTORS, REPRESENTATIVES, SERVANTS, EMPLOYEES, INVITEES, SUCCESSORS, SUBSIDIARIES, AFFILIATES AND ASSIGNS, AND THE WORD "GRANTOR" AS USED IN THIS SECTION 14 SHALL INCLUDE GRANTOR, GRANTOR'S PARENT AND AFFILIATED AND ASSOCIATED COMPANIES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES (EXPRESS OR IMPLIED) AND THEIR HEIRS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS SECTION 14 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Notwithstanding anything to the contrary in this Agreement, no party shall be liable to any other party for any indirect, incidental, special or consequential damages, including lost profits, arising from or relating to the performance or non-performance of this Agreement.

**15. Default.** In case of any default or violation or failure on the part of Grantee in the full and timely performance of its obligations hereunder ("**breach**"), Grantor shall give Grantee written notice of the breach and at least thirty (30) days after the receipt of such notice to cure or commence to cure same, and if the breach has not been cured within such period, or, if not reasonably susceptible to cure within such period, Grantee shall have failed to commence to cure the default within such thirty (30) day period and thereafter diligently pursue such cure to completion, Grantor may exercise any rights or remedies available to it under law or as set forth in this Agreement.

**16. Reservation of Rights.** Grantor reserves unto it and all prior owners all rights of ownership to all of the oil, gas and other minerals in, on and under the Joint Use Area covered and affected by this Agreement. Grantor shall not exercise such rights in a manner that would interfere with Grantee's use of the Joint Use Area herein granted. This Agreement is subject to all prior grants, mortgages, deeds of trust, liens and other encumbrances heretofore made affecting said property, surface or mineral, whether or not of record, whether made by Grantor or others.

**17. Termination.** Grantee understands and agrees that Grantor reserves the right to terminate this Agreement if:

- a. the Grantee's Facilities are not constructed within two (2) years of the Effective Date; or
- b. the Grantee's Facilities are abandoned, or
- c. the Grantee's Facilities cease to be used for a period of one hundred and eighty (180) days, or
- d. in the event Grantee uses the Joint Use Area for purposes other than the Purposes granted hereunder and, after receipt of written notice from Grantor to cease such use, fails to terminate such use within thirty (30) days thereafter, then in any such event, all rights acquired by Grantee hereunder shall, at the option of Grantor, cease and terminate without demand or putting in default.

Upon such termination of this Agreement, the rights granted herein shall terminate and revert to Grantor, its successors and assigns, and Grantee shall remove any Improvements in compliance with Section 10 hereof.

**18. Attorneys' Fees and Costs.** If any action at law or in equity, including an action for declaratory relief or for specific performance, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which might be awarded.

**19. Notice.**

**a.** All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by facsimile, e-mail, or by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Grantor: TAMPA ELECTRIC COMPANY  
Director, Real Estate  
P.O. Box 111  
Tampa, Florida, 33601

With copy to: TAMPA ELECTRIC COMPANY  
Attn: Legal Department  
P.O. Box 111, Tampa, Florida, 33601

Grantee:

With copy to:

**b.** Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

c. Any changes in the names or addresses set out in subsection a. above shall be through notice in conformity with the requirements of this Section.

**20. No Waiver.** Failure by either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement, or failure or delay in the exercise of any rights or remedies either as provided by law or herein as to any one instance of breach by the other party, or failure to notify the other party of any one instance of breach, shall not release the breaching party from any of its covenants or obligations hereunder, and shall not be deemed a waiver of any rights and remedies hereunder, or as a waiver of any other prior or subsequent default hereunder.

**21. Entire Agreement.** This Agreement and attached Exhibits constitute the sole and entire agreement between Grantor and Grantee with respect to the access to and use of the Joint Use Area. This Agreement supersedes any prior understandings or written or oral agreements between the parties hereto.

**22. Amendment.** This Agreement may not be changed or terminated orally, but only by a written instrument of change, modification, waiver or termination executed by the party against whom enforcement of any change, modification, waiver or discharge is sought, except in the event of a termination pursuant to Section 17 which may be executed solely by Grantor.

**23. Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement has been the subject of negotiations by the parties, and this Agreement will not be construed against any party merely because of such party's involvement in its initial preparation and negotiation. If a court of competent jurisdiction holds any provision of this Agreement invalid or ineffective with respect to any person or circumstance, the holding shall not affect the remainder of this Agreement or the application of this Agreement to any other person or circumstance. If a court of competent jurisdiction holds any provision of this Agreement too broad to allow enforcement of the provision to its full extent, the court shall have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the court

**24. Attachments.** Any exhibits or attachments to this Agreement are herein incorporated by reference and made a part hereof for all purposes.

**25. Multiple Counterparts.** The parties hereto may execute multiple original counterparts of this Agreement, all of which together shall be considered one and the same document.

**26. Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning or construction of this Agreement.

**27. Successors and Assigns.** All of the terms and conditions herein contained, and all of the obligations herein assumed, shall inure to the benefit of and be binding on the heirs, successors and assigns of the respective parties. Neither this Agreement nor any interest of Grantee may be assigned or transferred without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

**28. Recorded Memorandum.** Grantee agrees to execute in recordable form and deliver to Grantor a Memorandum of this Agreement if requested by Grantor.

[SIGNATURE PAGE FOLLOWS]

**WHEREFORE**, the parties hereto have executed this Agreement on the dates set forth below.

**WITNESS:**

\_\_\_\_\_

**Name:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**Name:** \_\_\_\_\_

\_\_\_\_\_

**Name:** \_\_\_\_\_

**GRANTOR:**

**TAMPA ELECTRIC COMPANY**

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

Name: \_\_\_\_\_

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

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

**GRANTEE:**

\_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

777  
Tampa Trans.  
Gandow No. ①

Knows All Men By These Presents, That SAM ROMANO AND FRANCES ROMANO, HIS WIFE; JOE ROMANO AND DAISY L. ROMANO, HIS WIFE; AND JOE BUSCIGLIO AND FRANCES BUSCIGLIO, HIS WIFE

herein called Grantor, in consideration of One Dollar and other valuable considerations paid to Grantor by TAMPA ELECTRIC COMPANY, a Florida corporation, herein called Company, receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, an easement over and the right to enter upon the land in HILLSBOROUGH County, Florida, described as follows:

The north 200 feet of the south one-half of Tracts 1, 2, and 3 in the NE $\frac{1}{4}$  of Section 2, Township 30 South, Range 19 East, in South Tampa, Plat Book 6, Page 3



together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of constructing, operating, maintaining and repairing on and removing from said land, in connection with the Company's conduct of its business, an installation described as follows:

**Electric transmission and distribution lines with supporting structures and necessary appurtenances**

The aforesaid rights and privileges granted shall include the right and privilege to trim or remove any and all trees or shrubs upon said land, and the Company shall also have the right and privilege to trim or remove any and all trees or shrubs upon the Grantor's lands adjacent to said land, whenever the Company may deem it necessary or desirable to do so for the protection of said installation.

The Grantor may use said land for any purpose which will not interfere or conflict in any manner with use of the same by the Company for the purposes enumerated above and which will not endanger any person or property.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, and the masculine, feminine or neuter gender, and the singular or plural, wherever the context so admits or requires.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in due form required by law, this 20th

day of September, 1956

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signature]  
Witnessed to execution by Grantor

[Signature]  
Witnesses to execution by Grantor

Sam Romano (SEAL)  
Frances Romano (SEAL)  
Joe Romano (SEAL)  
Daisy L. Romano (SEAL)  
Joe Busciglio  
Frances Busciglio

STATE OF FLORIDA,  
COUNTY OF HILLSBOROUGH } ss.

Personally appeared before me, the undersigned authority, this 20th day of September, 1956

SAM ROMANO AND FRANCES ROMANO, HIS WIFE; JOE ROMANO AND DAISY L. ROMANO, HIS WIFE AND JOE BUSCIGLIO AND FRANCES BUSCIGLIO, HIS WIFE

to me known and known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein expressed.

And the said FRANCES ROMANO, DAISY L. ROMANO AND FRANCES BUSCIGLIO wives of the said SAM ROMANO, JOE ROMANO AND JOE BUSCIGLIO

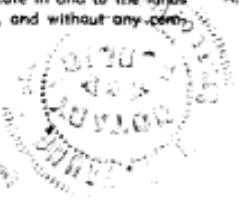
on an examination taken and made separately and apart from her husband, acknowledged that she made herself a party to the said instrument for the purpose of renouncing and relinquishing her dower and rights of dower and conveying her separate estate in and to the lands therein described and thereby granted and released, and that she executed said instrument freely, and voluntarily, and without any compulsion, apprehension, or fear of or from her said husband.

WITNESS my hand and official seal the date aforesaid:

[Signature]  
Notary Public, State of Florida at Large.

FILED FOR RECORD, HILLSBOROUGH COUNTY  
at 4:22 P M  
James F. Taylor, Jr., Clerk Circuit Court

My commission expires Notary Public, State of Florida at Large  
My commission expires June 3, 1968



**COORDINATION REQUIRED DURING CONSTRUCTION  
ON TAMPA ELECTRIC COMPANY  
ELECTRIC TRANSMISSION RIGHTS OF WAY (TEC R/W)**

SAFETY

1. The JOINT USER and JOINT USER’s contractor shall arrange a meeting with the Tampa Electric Safety Department (Mike Jackson: 813-275-3245) prior to the commencement of any construction activities within the boundaries of the Tampa Electric Right of Way to discuss safe work practices relative to the powerlines. The contractor shall confirm at this meeting that they fully understand the voltage classification(s) of the powerline facilities they will be working in the vicinity of and that they understand the proper clearances that must be maintained relative to the powerline facilities.
2. Contractors and subcontractors are responsible to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

<u>*Power Line Voltage</u>	<u>Non-Qualified Personnel and Equipment</u> (29 CFR 1910.333 & 1926.600)	<u>Cranes and Derricks</u> (29 CFR 1926.1407 thru 1411)
0-750 volts	10 Feet	20 Feet
751-50,000 volts	10 Feet	20 Feet
69,000 volts	11 Feet	20 Feet
138,000 volts	13 Feet	20 Feet
230,000 volts	16 Feet	20 Feet

3. If the minimum clearances listed above in item 2 cannot be maintained, the contractor shall contact the Manager of Tampa Electric’s Transmission Operations Department at 813-630-7445 or a designated representative so that an alternate solution can be reached. There is no guarantee that a transmission circuit can be de-energized at a time convenient to the contractor.
4. The contractor shall call SUNSHINE 1-800-432-4770 24 hours prior to any excavation.

## PROTECTION OF POWERLINE FACILITIES

1. The contractor shall be responsible for protecting all Tampa Electric powerline facilities in the project area as prescribed during the onsite safety meeting.
2. The contractor shall arrange an onsite meeting with the Manager of Tampa Electric's Transmission Operations Department or a designated representative one month prior to the commencement of construction to discuss the details regarding excavation near the powerline facilities. The purpose of this meeting will be to determine if the power poles will need to be supported during excavation, if the contractor can maintain the clearances specified, and how access will be maintained to each power pole. If a pole requires additional support, the contractor will be responsible to compensate Tampa Electric for any and all costs.
3. Tampa Electric will determine at its sole discretion if a pole needs to be supported. The decision will be based on the proposed excavation method and proximity to any pole. Tampa Electric will make the determination as to the type of support necessary.

## ACCESS TO POWERLINE FACILITIES

1. The contractor shall ensure that Tampa Electric has access to each power pole at all times.
2. The contractor shall provide to Tampa Electric the name and telephone number of an individual that can be contacted by Tampa Electric 24 hours a day for the purpose of resolving access problems that may arise during the course of the project.
3. No equipment or material is to be parked or stored within 75 feet of any pole unless approved by Tampa Electric.

## GATES AND FENCES

1. The contractor will be responsible for promptly repairing all gates and fences that may be damaged in the project area during the course of the project regardless of who is responsible for the damage.
2. The contractor will use a gate or fence contractor approved by Tampa Electric to perform any repairs to the gates and fences in the project area.
3. The contractor will be responsible for keeping gates closed at all times except during periods of actual ingress and egress.

## ACCESS ROADS

1. The contractor will be responsible for returning the surface of the Tampa Electric Right of Way (including any access roads used during construction) to its pre-existing or better condition with a minimum compaction of 95%.
2. Access roads must be a minimum of 20 feet wide, constructed of suitable materials and methods to support vehicular weights of up to 40 tons and inhibit erosion.

## POST CONSTRUCTION REQUIREMENTS

1. The contractor shall arrange a meeting with the Manager of Tampa Electric's Transmission Operations Department at 813-630-7445 or a designated representative 2 weeks prior to the end of the project to determine if the Tampa Electric Right of Way is in a condition satisfactory to Tampa Electric.

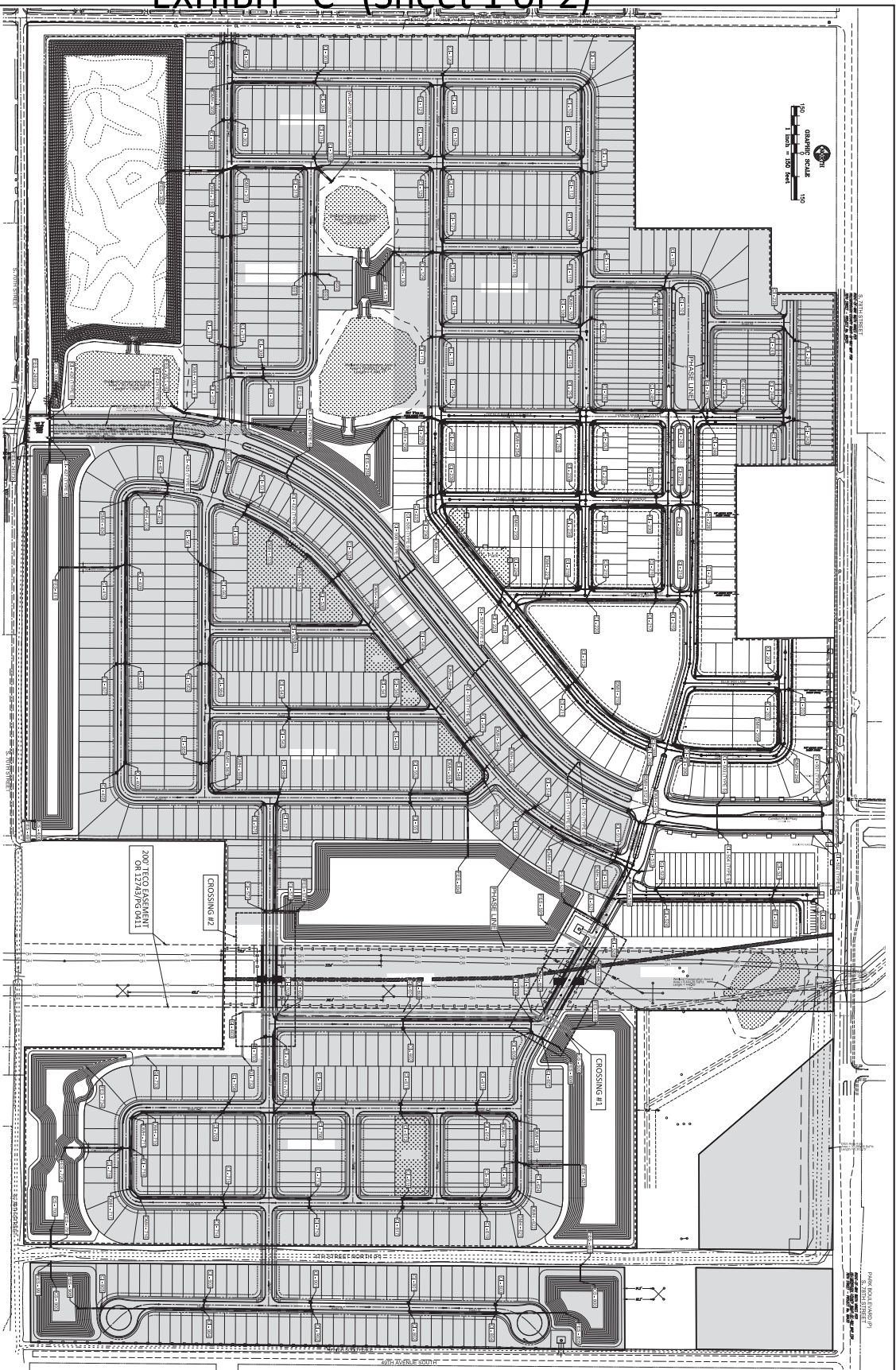
## ULTIMATE RESPONSIBILITY

The JOINT USER shall be jointly and severally responsible and liable for all activities of the JOINT USER and its contractor on the Tampa Electric Right of Way.

Exhibit "B", Sheet 3 of 3



# EXHIBIT "C" (Sheet 1 of 2)



- NOTES:**
1. PER TRANSMISSION OPERATIONS, A MEETING WITH ALL LINE SUPERVISORS NEEDS TO BE APPROPRIATELY SCHEDULED DURING CONSTRUCTION FROM THE ELECTRICAL LINE AT CROSSING #1 AND CROSSING #2. THE ADVISORY OF TRANSMISSION OPERATIONS AT THESE CROSSINGS MUST BE OBTAINED PRIOR TO THE START OF CONSTRUCTION. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED. SPECIAL TRAINING IS REQUIRED FOR THE CROSSINGS AND SHOULD BE QUANTIFIED. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED.
  2. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED. THE CROSSINGS WILL BE EVALUATED AND QUANTIFIED AS REQUIRED AND SHOULD BE QUANTIFIED.

**LEGEND**

	EXISTING		PROPOSED
	CONDUIT		STORM DRAIN
	FANFOLD		STORM DRAIN
	STORM DRAIN		STORM DRAIN
	STORM DRAIN		STORM DRAIN

NOTE: PROPOSED STORM PIPES & STRUCTURES ARE SHOWN GRAY/SCALED

1		<b>LENNAR HOMES, LLC</b> 4600 W. CYPRESS STREET TAMPA, FLORIDA 33607 Phone (813) 574-5700	<b>TOWER DAIRY</b> HILLSBOROUGH COUNTY, FLORIDA UTILITY CROSSINGS EXHIBIT	DATE : 01/11/2017 DRAWN BY : M. Douchay CHECKED BY : TCA JOB NO : 2150068	REVISIONS: 04-09-2017 REVISE PER TECO COMMENTS 04-14-2017 REVISE PER TECO COMMENTS 04-17-2017 REVISE PER TECO COMMENTS 04-25-2017 REVISE PER TECO COMMENTS 08-15-2019 REVISED PER TECO COMMENTS (LET) 09-25-2019 REVISED PER CLIENT COMMENTS (LET) 01/27/2020 REVISED PER COMMENTS (LET)	TODD C. AMADEN No. 53967 PROFESSIONAL ENGINEER
2	8515 Palm River Road (813) 621-7841 www.lssc.com	Tampa, Florida 33619 (813) 864-1832 (fax) C.A. # 28014	Elevation based on NORTH AMERICAN VERTICAL DATUM 1988 (NAVD83) Conversion from NAVD83 to NGVD29 = +0.87 Feet			





# Meritus

## MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 1/6/21

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
<b>AQUATICS</b>				
DEBRIS	25	20	-5	Trash in some of the ponds
INVASIVE MATERIAL (FLOATING)	20	18	-2	Algae
INVASIVE MATERIAL (SUBMERSED)	20	20	0	Ok
FOUNTAINS/AERATORS	20	20	0	N/A
DESIRABLE PLANTS	15	15	0	N/A
<b>AMENITIES</b>				
CLUBHOUSE INTERIOR	4	4	0	
CLUBHOUSE EXTERIOR	3	3	0	
POOL WATER	10	10	0	
POOL TILES	10	10	0	
POOL LIGHTS	5	5	0	
POOL FURNITURE/EQUIPMENT	8	8	0	
FIRST AID/SAFETY ITEMS	10	10	0	
SIGNAGE (rules, pool, playground)	5	5	0	
PLAYGROUND EQUIPMENT	5	5	0	
RECREATIONAL FACILITIES	7	7	0	
RESTROOMS	6	6	0	
HARDSCAPE	10	10	0	
ACCESS & MONITORING SYSTEM	3	3	0	
IT/PHONE SYSTEM	3	3	0	
TRASH RECEPTACLES	3	3	0	
WATER FOUNTAINS	8	8	0	
<b>MONUMENTS AND SIGNS</b>				
CLEAR VISIBILITY (Landscaping)	25	25	0	Good
PAINTING	25	25	0	Good
CLEANLINESS	25	25	0	Good
GENERAL CONDITION	25	25	0	Good



# Meritus

## MONTHLY MAINTENANCE INSPECTION GRADESHEET

Site: Touchstone

Date: 1/6/21

	MAXIMUM VALUE	CURRENT VALUE	CURRENT DEDUCTION	REASON FOR DEDUCTION
<b>HIGH IMPACT LANDSCAPING</b>				
ENTRANCE MONUMENT	40	30	-10	Entrance median needs new plants
RECREATIONAL AREAS	30	20	-10	Pocket parks need a herbicide application
SUBDIVISION MONUMENTS	30	30	0	
<b>HARDSCAPE ELEMENTS</b>				
WALLS/FENCING	15	15	0	
SIDEWALKS	30	30	0	
SPECIALTY MONUMENTS	15	15	0	N/A
STREETS	25	20	-5	Dirt and trash in curbing-carryover
PARKING LOTS	15	15	0	N/A
<b>LIGHTING ELEMENTS</b>				
STREET LIGHTING	33	33	0	?
LANDSCAPE UP LIGHTING	22	22	0	
MONUMENT LIGHTING	30	30	0	
AMENITY CENTER LIGHTING	15	15	0	
<b>GATES</b>				
ACCESS CONTROL PAD	25	25	0	N/A
OPERATING SYSTEM	25	25	0	N/A
GATE MOTORS	25	25	0	N/A
GATES	25	25	0	N/A
<b>SCORE</b>	700	668	-32	95%

Manager's Signature: Gene Roberts

Supervisor's Signature: \_\_\_\_\_





Touchstone January



The turf at the corner of Wild Senna and Camden Fields is a mess.





There are several areas of chinch bug damage along Camden Fields.



Weed detailing is needed in some of the landscape beds.





The viburnum hedge needs trimming.



The Coleus need to be replaced.





Street gutters need to be cleaned.



Grass needs to be sprayed in the tree wells.





Turf along Camden Field extension needs to be sprayed for clover.



The pocket parks on Wild Senna also has a lot of clover.





Ornamental grasses need to be cut back.



The ponds look decent, a little alga around some of the perimeters.













The Touchstone sign at Camden Fields and 70<sup>th</sup> street is almost completed.





Steadfast  
Maintenance Division  
30435 Commerce Drive, Suite 102  
San Antonio, FL 33576  
844-347-0702 | office@steadfastalliance.com

## Landscape Maintenance Contract Touchstone CDD

January 13, 2021

Touchstone CDD  
2005 Pan Am Circle Suite 300  
Tampa, FL 33607

Attn: Gene Roberts

We appreciate the opportunity to present this proposal to show how Steadfast will enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property within your service and budget considerations.

We hereby propose the following for your review:

### Exterior Landscape Management

Pricing is based off the detailed specifications provided by Touchstone CDD and attached with in this contract.

Service	Price per Month	Price Per Year
General Maintenance Services	\$10,266.67	\$123,200
Water Management	\$997.25	\$11,967
Fertilization Plan	\$700.00	\$8,400
<b>Total</b>	<b>\$11,963.92</b>	<b>\$143,567</b>

### Additional Services

These items to be billed in addition to the base fee and at the time the service is performed.

Service	Estimated # of Units	Price per Unit Installed
Palm Pruning (trees over 15')	TBD	\$TBD**
Mulch	TBD	\$46.00 per Yard
Annuals	TBD	\$2.25 per 4" plant
Top Choice (annual fire ant program)	TBD	\$TBD

\*\* Depends on the type of palm and cleanliness of Palm (i.e. when was palm last trimmed)



### Agreement

The contract will run for one year starting \_\_\_\_\_. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, here after referred to as Landscaper, agrees to furnish all supervision, labor, materials, supplies and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

### Compensation

Contractor agrees to provide all the above services for an annual fee of \$ 143,567.00 to be paid in monthly fees of \$11,963.92 for the common area maintenance. An invoice will be delivered by the first week of the current month's service. It is agreed that the invoice will be paid within 30 days of submittal.

### Conditions:

This contract is for a period of (12) twelve months. Either party may cancel this contract, with or without cause, with a sixty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC./ HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.





Steadfast  
Maintenance Division  
30435 Commerce Drive, Suite 102  
San Antonio, FL 33576  
844-347-0702 | office@steadfastalliance.com

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

In witness, whereof the parties to this agreement have signed and executed it this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Touchstone CDD

Steadfast

\_\_\_\_\_

Chris Wallen

Signature of Representative

Signature of Owner or Agent

\_\_\_\_\_

Division Manager

Title

Title

**TOUCHSTONE  
COMMUNITY DEVELOPMENT DISTRICT**

**December 10, 2020 Minutes of the Regular Meeting**

**Minutes of the Regular Meeting**

The Regular Meeting of the Board of Supervisors for the Touchstone Community Development District was held on **Thursday, December 10, 2020 at 9:00 a.m.** at the Offices of Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, FL 33607.

**1. CALL TO ORDER/ROLL CALL**

Gene Roberts called the Regular Meeting of the Touchstone Community Development District to order on **Thursday, December 10, 2020 at 9:30 a.m.**

**Board Members Present and Constituting a Quorum:**

Kelly Evans	Chair
Laura Coffey	Vice Chair
Lori Campagna	Supervisor
Becky Wilson	Supervisor

**Staff Members Present:**

Gene Roberts	District Manager, Meritus
Dana Crosby-Collier	District Counsel, Straley Robin Vericker

There were no audience members in attendance.

**2. PUBLIC COMMENT ON AGENDA ITEMS**

There were no public comments on agenda items.

**3. BUSINESS ITEMS**

**A. Consideration of Resolution 2021-02; Canvassing and Certifying the Results of the Landowners Election**

Mr. Roberts reviewed the resolution with the Board.

MOTION TO:	Approve Resolution 2021-02
MADE BY:	Supervisor Coffey
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

47  
48 **B. Consideration of Resolution 2021-03; Re-Designating Officers**  
49

50 The Board discussed the officer positions.  
51

MOTION TO:	Approve Resolution 2021-03 and keep Supervisor Evans as Chair and Supervisor Coffey as Vice Chair.
MADE BY:	Supervisor Coffey
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

59  
60 **C. Discussion on FGT Encroachment Agreement**  
61

62 Ms. Crosby-Collier reviewed the FGT Encroachment Agreement with the Board.  
63

MOTION TO:	Approve the FGT Encroachment Agreement.
MADE BY:	Supervisor Coffey
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

70  
71 **D. Discussion on TECO Agreement**  
72

73 Ms. Crosby-Collier went over the status of the TECO Agreement with the Board.  
74  
75

76 **4. CONSENT AGENDA**

77 **A. Consideration of Minutes of the Regular Meeting October 8, 2020**  
78

79 The Board reviewed the October 8, 2020 minutes.  
80

MOTION TO:	Approve the October 8, 2020 meeting minutes.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Campagna
DISCUSSION:	None further
RESULT:	Motion PASSED 4/0 - Motion Passed Unanimously

87

**B. Consideration of Minutes of the Landowners Election November 3, 2020**

The Board reviewed the November 3, 2020 minutes.

MOTION TO:	Approve the November 3, 2020 landowners election minutes.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Coffey
DISCUSSION:	None further
RESULT:	Motion PASSED
	4/0 - Motion Passed Unanimously

**C. Consideration of Operations and Maintenance Expenditures September 2020**

The Board reviewed the September 2020 O&Ms.

MOTION TO:	Approve the September 2020 O&Ms.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Wilson
DISCUSSION:	None further
RESULT:	Motion PASSED
	4/0 - Motion Passed Unanimously

**D. Consideration of Operations and Maintenance Expenditures October 2020**

The Board reviewed the October 2020 O&Ms.

MOTION TO:	Approve the October 2020 O&Ms.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Wilson
DISCUSSION:	None further
RESULT:	Motion PASSED
	4/0 - Motion Passed Unanimously

**5. REVIEW OF FINANCIAL STATEMENTS MONTH ENDING OCT. 31, 2020**

The financials were reviewed and accepted.

129 **6. VENDOR/STAFF REPORTS**

130 **A. District Counsel**

131 **B. District Engineer**

132

133 There was nothing to report from Counsel or the Engineer at this time.

134

135 **C. District Manager**

136 **i. Community Inspection Report**

137

138 The Board reviewed the community inspection report. Supervisor Evans asked that Fieldstone be  
139 giving a 30-day notice to cure. She also asked staff to get proposals to enhance the landscape in  
140 the entrance median on Camden Fields. The four dead palm trees are being replaced under  
141 warranty.

142

143

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

145

146 Supervisor Coffey told the Board that Phase 7 will be annexed in the next two months.

147

148

149 **8. PUBLIC COMMENTS**

150

151 There were no public comments.

152

153

154 **9. ADJOURNMENT**

155

156

MOTION TO:	Adjourn.
MADE BY:	Supervisor Evans
SECONDED BY:	Supervisor Coffey
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

157

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166 *\*Please note the entire meeting is available on disc.*

167

168 *\*These minutes were done in summary format.*

169

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

174

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

177

178

179

180 \_\_\_\_\_  
**Signature**

181

182

183 \_\_\_\_\_  
**Printed Name**

184

185 **Title:**

186  **Secretary**

187  **Assistant Secretary**

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\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**Title:**

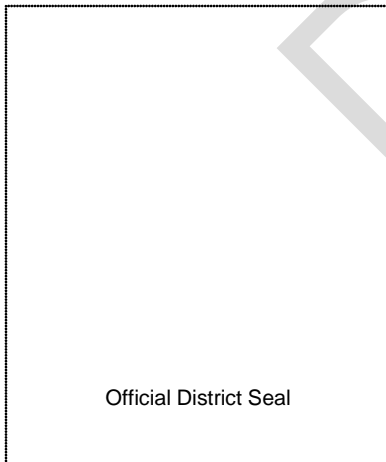
**Chairman**

**Vice Chairman**

*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*



## Touchstone Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
Field Stone	7323	\$ 4,849.46		Landscape Maintenance (Common Areas & Ponds) - November
Field Stone	7324	2,912.61		Landscape Maintenance - Addendum - November
Field Stone	7325	1,416.41		Landscape Maintenance - Addendum Phase 2 - November
Field Stone	7326	1,829.85	<b>\$ 11,008.33</b>	Landscape Maintenance - Addendum - November
Meritus Districts	10186	3,875.00		Management Services - November
<b>Monthly Contract Sub-Total</b>		<b>\$ 14,883.33</b>		
<b>Variable Contract</b>				
<b>Variable Contract Sub-Total</b>		<b>\$ 0.00</b>		
<b>Utilities</b>				
BOCC	1081055608 110920	\$ 269.37		Reclaim Water Service - thru 11/04/20
Tampa Electric	221007137385 050620	2,702.50		Electric Service - thru 04/30/20
Tampa Electric	221007137385 060520	3,938.97		Electric Service - thru 06/01/20
Tampa Electric	221007137385 070720	4,019.04		Electric Service - thru 06/30/20
Tampa Electric	221007137385 080620	4,307.73		Electric Service - thru 07/31/20
Tampa Electric	221007137385 090420	4,411.36		Electric Service - thru 08/31/20
Tampa Electric	221007137385 100620	4,477.18		Electric Service - thru 09/30/20
Tampa Electric	221007137385 110520	4,799.55	<b>\$ 28,656.33</b>	Electric Service - thru 10/30/20
<b>Utilities Sub-Total</b>		<b>\$ 28,925.70</b>		
<b>Regular Services</b>				
Grau and Associates	GA093020	\$ 26.00		FY20 Audit Confirmation - 11/04/20

**Touchstone Community Development District  
Summary of Operations and Maintenance Invoices**

<b>Vendor</b>	<b>Invoice/Account Number</b>	<b>Amount</b>	<b>Vendor Total</b>	<b>Comments/Description</b>
Grau and Associates	GA093020	26.00	<b>\$ 52.00</b>	FY20 Audit Confirmation - 11/04/20
<b>Regular Services Sub-Total</b>			<b>\$ 52.00</b>	
<b>Additional Services</b>				
Field Stone	7595	\$ 1,153.56		Tower Dairy Phase 3 Addendum - November
<b>Additional Services Sub-Total</b>			<b>\$ 1,153.56</b>	
<b>TOTAL:</b>			<b>\$ 45,014.59</b>	

**Approved (with any necessary revisions noted):**

Signature

Printed Name

**Title (check one):**

Chairman  Vice Chairman  Assistant Secretary





4801 122nd Avenue North  
Clearwater, FL 33762

Invoice 7323

<b>Date</b>	<b>PO#</b>
11/01/20	
<b>SalesRep</b>	<b>Terms</b>
Scott LeRoy	Net 30

<b>Bill To</b>
Touchstone Commons & Ponds CDD c/o Meritus Corp 2005 Pan Am Circle Suite #300 Tampa, FL 33607

<b>Property Address</b>
Touchstone Commons & Ponds CDD 4223 Globe Thistle Dr. Tampa, FL 33619

Item	Qty / UOM	Rate	Ext. Price	Amount
#2509 - 2020 Maintenance Contract (Common Areas & Ponds) November 2020			\$4,849.46	\$4,849.46

Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$4,849.46</b>

*BL 4604 5394*

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: [Fieldstone.PropertyServicePortal.com](http://Fieldstone.PropertyServicePortal.com)

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact [accountsreceivable@fieldstonels.com](mailto:accountsreceivable@fieldstonels.com)

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
(727) 822-7866	(727) 269-5490	<a href="mailto:accounting@fieldstonels.com">accounting@fieldstonels.com</a>	<a href="http://www.fieldstonels.com">www.fieldstonels.com</a>



4801 122nd Avenue North  
Clearwater, FL 33762

Invoice 7324

<b>Date</b>	<b>PO#</b>
11/01/20	
<b>SalesRep</b>	<b>Terms</b>
Brian Stephens	Net 30

<b>Bill To</b>
Touchstone Commons & Ponds CDD c/o Meritus Corp 2005 Pan Am Circle Suite #300 Tampa, FL 33607

<b>Property Address</b>
Touchstone Commons & Ponds CDD 4223 Globe Thistle Dr. Tampa, FL 33619

Item	Qty / UOM	Rate	Ext. Price	Amount
#3304 - Maintenance Addendum -March 2020 Turnover November 2020			\$2,912.61	\$2,912.61

*VB 4604 5390*

Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$2,912.61</b>

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4801 122nd Avenue North  
Clearwater, FL 33762

Invoice 7325

<b>Date</b>	<b>PO#</b>
11/01/20	
<b>SalesRep</b>	<b>Terms</b>
Scott LeRoy	Net 30

<b>Bill To</b>
Touchstone Commons & Ponds CDD c/o Meritus Corp 2005 Pan Am Circle Suite #300 Tampa, FL 33607

<b>Property Address</b>
Touchstone Commons & Ponds CDD 4223 Globe Thistle Dr. Tampa, FL 33619

Item	Qty / UOM	Rate	Ext. Price	Amount
#5556 - Addendum Phase 2 Park November 2020			\$1,416.41	\$1,416.41

*Bo* *464*  
*5343*

Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$1,416.41</b>

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(727)-822-7866	(727) 269-5490	<a href="mailto:accounting@fieldstonels.com">accounting@fieldstonels.com</a>	<a href="http://www.fieldstonels.com">www.fieldstonels.com</a>



4801 122nd Avenue North  
Clearwater, FL 33762

Invoice 7326

<b>Date</b>	<b>PO#</b>
11/01/20	
<b>SalesRep</b>	<b>Terms</b>
Scott LeRoy	Net 30

<b>Bill To</b>
Touchstone Commons & Ponds CDD c/o Meritus Corp 2005 Pan Am Circle Suite #300 Tampa, FL 33607

<b>Property Address</b>
Touchstone Commons & Ponds CDD 4223 Globe Thistle Dr. Tampa, FL 33619

Item	Qty / UOM	Rate	Ext. Price	Amount
#5784 - Maintenance Addendum RENEWAL November 2020			\$1,829.85	\$1,829.85

*Bl* *4/16/21*  
*536w*

Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$1,829.85</b>

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**Meritus Districts**

2005 Pan Am Circle  
 Suite 300  
 Tampa, FL 33607

Voice: 813-397-5121  
 Fax: 813-873-7070

*Revised*  
**INVOICE**

Invoice Number: 10186  
 Invoice Date: Nov 1, 2020  
 Page: 1

Bill To:
Touchstone CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607

Ship to:

Customer ID	Customer PO	Payment Terms	
Touchstone CDD		Net Due	
	Shipping Method	Ship Date	Due Date
	Best Way		11/1/20

Quantity	Item	Description	Unit Price	Amount
		District Management Services - November		3,750.00
		Website Administration		125.00

Subtotal	3,875.00
Sales Tax	
Total Invoice Amount	3,875.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,875.00</b>



CUSTOMER NAME	ACCOUNT NUMBER	BILL DATE	DUE DATE
TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT	1081055608	11/09/2020	11/30/2020



Service Address: 7651 CAMDEN FIELD PKWY

S-Page 1 of 1

METER NUMBER	PREVIOUS DATE	PREVIOUS READ	PRESENT DATE	PRESENT READ	CONSUMPTION (IN GALLONS)	READ TYPE	METER DESCRIPTION
61024546	10/06/2020	96857	11/04/2020	104003	714600	ACTUAL	RECLAIM

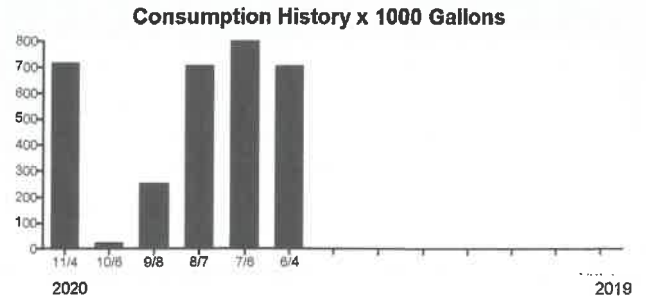
**Service Address Charges**

Reclaimed Water Usage Charge	\$269.37
<b>Total Service Address Charges</b>	<b>\$269.37</b>

**Summary of Account Charges**

Previous Balance	\$7.08
Net Payments - Thank You	(\$7.08)
<b>Total Account Charges</b>	<b>\$269.37</b>

<b>AMOUNT DUE</b>	<b>\$269.37</b>
-------------------	-----------------



Make checks payable to: BOCC

ACCOUNT NUMBER: 1081055608

**ELECTRONIC PAYMENTS BY CHECK OR**

Automated Payment Line: (813) 276 8526  
 Internet Payments: [HCFLGov.net/WaterBill](http://HCFLGov.net/WaterBill)  
 Additional Information: [HCFLGov.net/Water](http://HCFLGov.net/Water)



**THANK YOU!**

Received

NOV 20 2020

1,023

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
 2005 PAN AM CIRCLE SUITE 300  
 TAMPA FL 33607-6008

DUE DATE	11/30/2020
AMOUNT DUE	\$269.37
AMOUNT PAID	

0010810556083

00000269373



# ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g](#) [v](#) [i](#)

Statement Date: 05/06/2020  
Account: 221007137385

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Current month's charges:	\$2,853.51
Total amount due:	\$2,702.50
Payment Due By:	05/27/2020

## Your Account Summary

Previous Amount Due	\$2,521.43
Payment(s) Received Since Last Statement	-\$2,521.43
Miscellaneous Credits	-\$151.01
Credit balance after payments and credits	-\$151.01
<b>Current Month's Charges</b>	<b>\$2,853.51</b>
<b>Total Amount Due</b>	<b>\$2,702.50</b>



Always assume that a downed power line is energized. Visit [tampaelectric.com/safety](http://tampaelectric.com/safety) for more safety tips.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



### BYE-BYE, BILL SPIKES

Our free Budget Billing program evens out your bill based on your average monthly usage, so you pay about the same amount every month. Helping you plan more, and stress less. Visit [tampaelectric.com/budgetforhome](http://tampaelectric.com/budgetforhome) to learn more and sign up.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

Current month's charges:	\$2,853.51
Total amount due:	\$2,702.50
Payment Due By:	05/27/2020
<b>Amount Enclosed</b>	\$ _____

661259838668

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318



# ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g+](#) [v](#) [in](#)

**Account:** 221007137385  
**Statement Date:** 05/06/2020  
**Current month's charges due** 05/27/2020

## Details of Charges – Service from 04/01/2020 to 04/30/2020

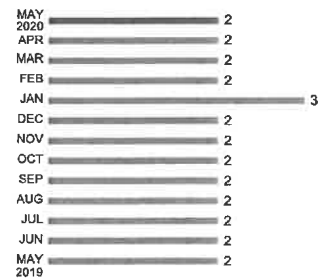
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	04/30/2020	253		185		68 kWh	1	30 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	68 kWh @ \$0.06010/kWh	\$4.09
Fuel Charge	68 kWh @ \$0.03016/kWh	\$2.05
Florida Gross Receipt Tax		\$0.62
<b>Electric Service Cost</b>		<b>\$24.82</b>

## Details of Charges – Service from 04/01/2020 to 04/30/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

### Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	1671 kWh @ \$0.02871/kWh	\$47.97
Fixture & Maintenance Charge	120 Fixtures	\$1053.32
Lighting Pole / Wire	120 Poles	\$1674.94
Lighting Fuel Charge	1671 kWh @ \$0.02989/kWh	\$49.95
Florida Gross Receipt Tax		\$2.51
<b>Lighting Charges</b>		<b>\$2,828.69</b>

**Total Current Month's Charges** \$2,853.51

### Miscellaneous Credits

Deposit Refund	-\$150.00
During our annual review of accounts, we found that your account is over-secured. We have credited a portion of your deposit to better reflect your typical usage.	
Interest for Cash Security Deposit - Electric	-\$1.01

**Total Current Month's Credits** -\$151.01





# ACCOUNT INVOICE

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TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 06/05/2020

Account: 221007137385

**Past Due – Pay Immediately \$2,702.50**

**Current month's charges: \$3,938.97**

**Total amount due: \$6,641.47**

**Payment Due By: 06/26/2020**

## Your Account Summary

Previous Amount Due	\$2,702.50
Payment(s) Received Since Last Statement	\$0.00
Past Due – Pay Immediately	\$2,702.50
<b>Current Month's Charges</b>	<b>\$3,938.97</b>
<b>Total Amount Due</b>	<b>\$6,641.47</b>

## A one-stop shop to manage your account.

Do it all from the palm of your hand.



- Check the status of your account
- Review balance due
- Pull up billing & payment history
- Monitor your energy use
- Sign up for programs

**Log in at [tecoaccount.com](http://tecoaccount.com) today!**

*Amount not paid by due date may be assessed a late payment charge and an additional deposit.*

**As hurricane season begins, maintaining reliable electric service is even more important.**  
That's why Tampa Electric completed nearly \$60M in reliability-improvement projects during the past year. More reliability for you and one less worry during the months ahead.

Visit [tampaelectric.com/reliability](http://tampaelectric.com/reliability).

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

**Past Due – Pay Immediately \$2,702.50**

**Current month's charges: \$3,938.97**

**Total amount due: \$6,641.47**

**Payment Due By: 06/26/2020**

**Amount Enclosed \$**

684716590064

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318



# ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g+](#) [v](#) [in](#)

**Account:** 221007137385  
**Statement Date:** 06/05/2020  
**Current month's charges due** 06/26/2020

## Details of Charges – Service from 05/01/2020 to 06/01/2020

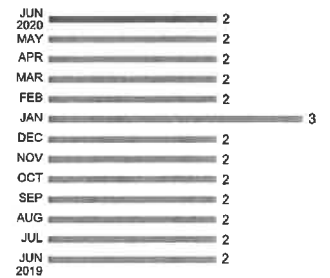
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	06/01/2020	321		253		68 kWh	1	32 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	68 kWh @ \$0.05991/kWh	\$4.07
Fuel Charge	68 kWh @ \$0.02638/kWh	\$1.79
COVID-19 Fuel Credit		-\$0.98
Florida Gross Receipt Tax		\$0.59
<b>Electric Service Cost</b>		<b>\$23.53</b>

## Details of Charges – Service from 05/01/2020 to 06/01/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

Lighting Service Items LS-1 (Bright Choices) for 32 days		
Lighting Energy Charge	2400 kWh @ \$0.02866/kWh	\$68.78
Fixture & Maintenance Charge	120 Fixtures	\$1532.10
Lighting Pole / Wire	120 Poles	\$2243.04
Lighting Fuel Charge	2400 kWh @ \$0.02614/kWh	\$62.74
COVID-19 Lighting Fuel Credit		-\$34.25
Florida Gross Receipt Tax		\$2.49
<b>Lighting Charges</b>		<b>\$3,874.90</b>
Other Fees and Charges		
Lighting Late Payment Fee		\$40.54
<b>Total Other Fees and Charges</b>		<b>\$40.54</b>
<b>Total Current Month's Charges</b>		<b>\$3,938.97</b>



# ACCOUNT INVOICE

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TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 07/07/2020

Account: 221007137385

**Past Due – Pay Immediately \$6,641.47**

**Current month's charges: \$4,019.04**

**Total amount due: \$10,660.51**

**Payment Due By: 07/28/2020**

## Your Account Summary

Previous Amount Due	\$6,641.47
Payment(s) Received Since Last Statement	\$0.00
Past Due – Pay Immediately	\$6,641.47
<b>Current Month's Charges</b>	<b>\$4,019.04</b>
<b>Total Amount Due</b>	<b>\$10,660.51</b>

**PLAN MORE AND STRESS LESS.**

Our free Budget Billing program evens out your bill so you pay about the same amount every month.

Visit [tampaelectric.com/budgetforbusiness](http://tampaelectric.com/budgetforbusiness) to learn more and sign up.

*Amount not paid by due date may be assessed a late payment charge and an additional deposit.*

## SCAM ALERT

### Avoid Scams. Don't be a victim.

During the pandemic don't be tricked by urgent threats. If anyone calls to demand immediate utility bill payment with a pre-paid card, or threatens to turn off your service on the same day, hang up! Questions? Call us at 888.223.0800

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



*See reverse side for more information*

Account: 221007137385

**Past Due – Pay Immediately \$6,641.47**

**Current month's charges: \$4,019.04**

**Total amount due: \$10,660.51**

**Payment Due By: 07/28/2020**

**Amount Enclosed \$ \_\_\_\_\_**

611877242976

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6118772429762210071373850000010660512



# ACCOUNT INVOICE

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**Account:** 221007137385  
**Statement Date:** 07/07/2020  
**Current month's charges due** 07/28/2020

## Details of Charges – Service from 06/02/2020 to 06/30/2020

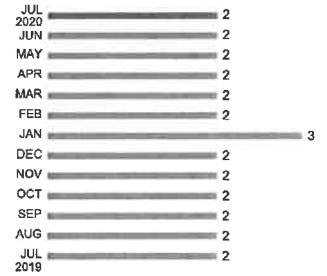
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	06/30/2020	381		321		60 kWh	1	29 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	60 kWh @ \$0.05991/kWh	\$3.59
Fuel Charge	60 kWh @ \$0.02638/kWh	\$1.58
COVID-19 Fuel Credit		-\$0.86
Florida Gross Receipt Tax		\$0.57
<b>Electric Service Cost</b>		<b>\$22.94</b>
<b>Other Fees and Charges</b>		
Electric Late Payment Fee		\$5.00
<b>Total Other Fees and Charges</b>		<b>\$5.00</b>

## Details of Charges – Service from 06/02/2020 to 06/30/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

### Lighting Service Items LS-1 (Bright Choices) for 29 days

Lighting Energy Charge	2415 kWh @ \$0.02866/kWh	\$69.21
Fixture & Maintenance Charge	128 Fixtures	\$1540.22
Lighting Pole / Wire	128 Poles	\$2251.22
Lighting Fuel Charge	2415 kWh @ \$0.02614/kWh	\$63.13
COVID-19 Lighting Fuel Credit		-\$34.46
Florida Gross Receipt Tax		\$2.51
<b>Lighting Charges</b>		<b>\$3,891.83</b>
<b>Other Fees and Charges</b>		
Lighting Late Payment Fee		\$99.27
<b>Total Other Fees and Charges</b>		<b>\$99.27</b>

**Total Current Month's Charges** \$4,019.04



# ACCOUNT INVOICE

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TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 08/06/2020  
Account: 221007137385

**Past Due – Pay Immediately \$10,660.51**

**Current month's charges: \$4,307.73**  
**Total amount due: \$14,968.24**  
**Payment Due By: 08/27/2020**

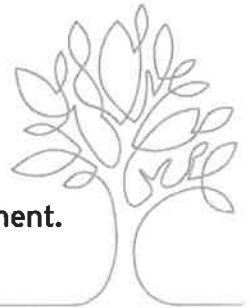
## Your Account Summary

Previous Amount Due	\$10,660.51
Payment(s) Received Since Last Statement	\$0.00
Past Due – Pay Immediately	\$10,660.51
<b>Current Month's Charges</b>	<b>\$4,307.73</b>
<b>Total Amount Due</b>	<b>\$14,968.24</b>

**Go paperless!**  
Goodbye clutter. Hello convenience.

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Amount not paid by due date may be assessed a late payment charge and an additional deposit.

**Yard project?**  
**Avoid damage and fines**

Learn more at [tampaelectric.com/811](http://tampaelectric.com/811)



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

**Past Due – Pay Immediately \$10,660.51**

**Current month's charges: \$4,307.73**  
**Total amount due: \$14,968.24**  
**Payment Due By: 08/27/2020**

**Amount Enclosed \$**

622988350830

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6229883508302210071373850000014968241



# ACCOUNT INVOICE

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**Account:** 221007137385  
**Statement Date:** 08/06/2020  
**Current month's charges due** 08/27/2020

## Details of Charges – Service from 07/01/2020 to 07/31/2020

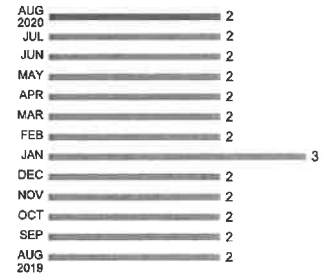
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	07/31/2020	448		381		67 kWh	1	31 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	67 kWh @ \$0.05991/kWh	\$4.01
Fuel Charge	67 kWh @ \$0.02638/kWh	\$1.77
COVID-19 Fuel Credit		-\$0.96
Florida Gross Receipt Tax		\$0.59
<b>Electric Service Cost</b>		<b>\$23.47</b>
<b>Other Fees and Charges</b>		
Electric Late Payment Fee		\$5.00
<b>Total Other Fees and Charges</b>		<b>\$5.00</b>

## Details of Charges – Service from 07/01/2020 to 07/31/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

### Lighting Service Items LS-1 (Bright Choices) for 31 days

Lighting Energy Charge	2616 kWh @ \$0.02866/kWh	\$74.97
Fixture & Maintenance Charge	128 Fixtures	\$1649.78
Lighting Pole / Wire	128 Poles	\$2361.60
Lighting Fuel Charge	2616 kWh @ \$0.02614/kWh	\$68.38
COVID-19 Lighting Fuel Credit		-\$37.33
Florida Gross Receipt Tax		\$2.72
<b>Lighting Charges</b>		<b>\$4,120.12</b>
<b>Other Fees and Charges</b>		
Lighting Late Payment Fee		\$159.14
<b>Total Other Fees and Charges</b>		<b>\$159.14</b>

**Total Current Month's Charges** \$4,307.73



# ACCOUNT INVOICE

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TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 09/04/2020

Account: 221007137385

**Past Due – Pay Immediately \$14,968.24**

**Current month's charges: \$4,411.36**

**Total amount due: \$19,379.60**

**Payment Due By: 09/25/2020**

## Your Account Summary

Previous Amount Due	\$14,968.24
Payment(s) Received Since Last Statement	\$0.00
Past Due – Pay Immediately	\$14,968.24
<b>Current Month's Charges</b>	<b>\$4,411.36</b>
<b>Total Amount Due</b>	<b>\$19,379.60</b>

**Go paperless!**  
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*Amount not paid by due date may be assessed a late payment charge and an additional deposit.*

## NEW AND IMPROVED OUTAGE MAP.

Our outage map is refreshed every five minutes.

We're in the heart of storm season. Report outages from our enhanced outage map and get the latest on outage information and restoration updates.

[tampaelectric.com/outagemap](http://tampaelectric.com/outagemap)



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

**Past Due – Pay Immediately \$14,968.24**

**Current month's charges: \$4,411.36**

**Total amount due: \$19,379.60**

**Payment Due By: 09/25/2020**

**Amount Enclosed \$**

621753803619

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

6217538036192210071373850000019379609



# ACCOUNT INVOICE

tampaelectric.com | [f](#) [t](#) [p](#) [g+](#) [YouTube](#) [in](#)

**Account:** 221007137385  
**Statement Date:** 09/04/2020  
**Current month's charges due** 09/25/2020

## Details of Charges – Service from 08/01/2020 to 08/31/2020

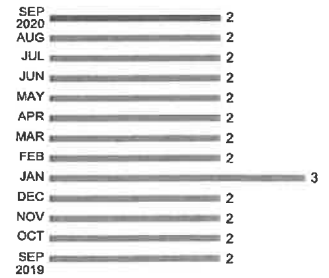
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	08/31/2020	517		448		69 kWh	1	31 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	69 kWh @ \$0.05991/kWh	\$4.13
Fuel Charge	69 kWh @ \$0.02638/kWh	\$1.82
Florida Gross Receipt Tax		\$0.62
<b>Electric Service Cost</b>		<b>\$24.63</b>
<b>Other Fees and Charges</b>		
Electric Late Payment Fee		\$5.00
<b>Total Other Fees and Charges</b>		<b>\$5.00</b>

## Details of Charges – Service from 08/01/2020 to 08/31/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

Lighting Service Items LS-1 (Bright Choices) for 31 days		
Lighting Energy Charge	2616 kWh @ \$0.02866/kWh	\$74.97
Fixture & Maintenance Charge	128 Fixtures	\$1649.78
Lighting Pole / Wire	128 Poles	\$2361.60
Lighting Fuel Charge	2616 kWh @ \$0.02614/kWh	\$68.38
Florida Gross Receipt Tax		\$3.68
<b>Lighting Charges</b>		<b>\$4,158.41</b>
<b>Other Fees and Charges</b>		
Lighting Late Payment Fee		\$223.32
<b>Total Other Fees and Charges</b>		<b>\$223.32</b>
<b>Total Current Month's Charges</b>		<b>\$4,411.36</b>



TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 10/06/2020  
Account: 221007137385

**Past Due – Pay Immediately \$19,379.60**

**Current month's charges: \$4,477.18**

**Total amount due: \$23,856.78**

**Payment Due By: 10/27/2020**

### Your Account Summary

Previous Amount Due	\$19,379.60
Payment(s) Received Since Last Statement	\$0.00
Past Due – Pay Immediately	\$19,379.60
<b>Current Month's Charges</b>	<b>\$4,477.18</b>
<b>Total Amount Due</b>	<b>\$23,856.78</b>



Always assume that a downed power line is energized. Visit [tampaelectric.com/safety](http://tampaelectric.com/safety) for more safety tips.

*Amount not paid by due date may be assessed a late payment charge and an additional deposit.*

## One call can help lower your energy costs.

Our energy experts help pinpoint where you're using the most energy - like your air conditioner, water heater, refrigerator and more. Complete a phone audit in 30 minutes by calling (813) 275-3909 weekdays from 8 a.m. to 5 p.m. We offer an online energy audit too.

Visit [tampaelectric.com/energyaudit](http://tampaelectric.com/energyaudit) and start saving today!



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221007137385

**Past Due – Pay Immediately \$19,379.60**

**Current month's charges: \$4,477.18**

**Total amount due: \$23,856.78**

**Payment Due By: 10/27/2020**

**Amount Enclosed \$**

620519259060

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318



# ACCOUNT INVOICE

tampaelectric.com



**Account:** 221007137385  
**Statement Date:** 10/06/2020  
**Current month's charges due** 10/27/2020

## Details of Charges – Service from 09/01/2020 to 09/30/2020

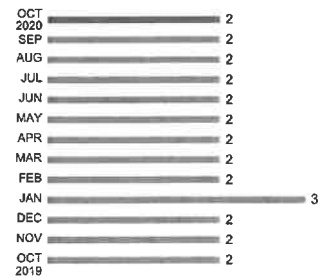
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	09/30/2020	587		517		70 kWh	1	30 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	70 kWh @ \$0.05991/kWh	\$4.19
Fuel Charge	70 kWh @ \$0.02638/kWh	\$1.85
Florida Gross Receipt Tax		\$0.62
<b>Electric Service Cost</b>		<b>\$24.72</b>
<b>Other Fees and Charges</b>		
Electric Late Payment Fee		\$5.00
<b>Total Other Fees and Charges</b>		<b>\$5.00</b>

## Details of Charges – Service from 09/01/2020 to 09/30/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

### Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	2616 kWh @ \$0.02866/kWh	\$74.97
Fixture & Maintenance Charge	128 Fixtures	\$1649.78
Lighting Pole / Wire	128 Poles	\$2361.60
Lighting Fuel Charge	2616 kWh @ \$0.02614/kWh	\$68.38
Florida Gross Receipt Tax		\$3.68
<b>Lighting Charges</b>		<b>\$4,158.41</b>
<b>Other Fees and Charges</b>		
Lighting Late Payment Fee		\$289.05
<b>Total Other Fees and Charges</b>		<b>\$289.05</b>
<b>Total Current Month's Charges</b>		<b>\$4,477.18</b>

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
4299 S 78TH ST  
TAMPA, FL 33619-6961

Statement Date: 11/05/2020  
Account: 221007137385

**Past Due – Pay Immediately \$23,856.78**

Current month's charges:	\$4,799.55
Total amount due:	\$28,656.33
Payment Due By:	11/30/2020

### Your Account Summary

Previous Amount Due	\$23,856.78
Payment(s) Received Since Last Statement	\$0.00
<b>Past Due – Pay Immediately</b>	<b>\$23,856.78</b> - pd
<b>Current Month's Charges</b>	<b>\$4,799.55</b>
<b>Total Amount Due</b>	<b>\$28,656.33</b>

**Zap Cap SYSTEMS™**

**Don't Miss Free Installation Through November 30th**

Enjoy life uninterrupted and avoid unexpected repairs with Zap Cap surge protection. Visit [tampaelectric.com/zapcap](http://tampaelectric.com/zapcap) or call 877-SURGE22 to learn more.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

## Scammers are calling. Don't be a victim.

- Scammers can alter caller ID numbers to make it look like TECO is calling.
- We will never ask you to purchase a prepaid credit or debit card.
- Know what you owe. Reference your most recent bill or log in to your online account.
- If you think a call is a scam, hang up and call us.



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



NOV 09 2020

See reverse side for more information

Account: 221007137385

**Past Due – Pay Immediately \$23,856.78**

Current month's charges:	\$4,799.55
Total amount due:	\$28,656.33
Payment Due By:	11/30/2020

**Amount Enclosed \$ 4,799.55**

647679718372

00004744 01 AV 0.38 33607 FTECO111052023313010 00000 02 00000000 012 02 8443 003

TOUCHSTONE COMMUNITY DEVELOPMENT DISTRICT  
2005 PAN AM CIR, STE 300  
TAMPA, FL 33607-6008

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318



**Account:** 221007137385  
**Statement Date:** 11/05/2020  
**Current month's charges due** 11/30/2020

## Details of Charges – Service from 10/01/2020 to 10/30/2020

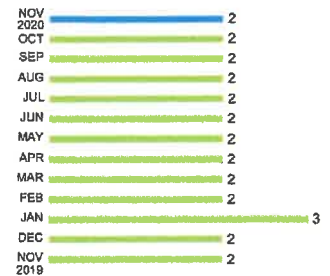
Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: General Service - Non Demand**

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000708574	10/30/2020	660		587		73 kWh	1	30 Days

### Tampa Electric Usage History

Kilowatt-Hours Per Day (Average)



Basic Service Charge		\$18.06
Energy Charge	73 kWh @ \$0.05991/kWh	\$4.37
Fuel Charge	73 kWh @ \$0.02638/kWh	\$1.93
Florida Gross Receipt Tax		\$0.62
<b>Electric Service Cost</b>		<b>\$24.98</b>
<b>Other Fees and Charges</b>		
Electric Late Payment Fee		\$5.00
<b>Total Other Fees and Charges</b>		<b>\$5.00</b>

## Details of Charges – Service from 10/01/2020 to 10/30/2020

Service for: 4299 S 78TH ST, TAMPA, FL 33619-6961

**Rate Schedule: Lighting Service**

### Lighting Service Items LS-1 (Bright Choices) for 30 days

Lighting Energy Charge	2616 kWh @ \$0.02866/kWh	\$74.97
Fixture & Maintenance Charge	128 Fixtures	\$1649.78
Lighting Pole / Wire	174 Poles	\$2617.00
Lighting Fuel Charge	2616 kWh @ \$0.02614/kWh	\$68.38
Florida Gross Receipt Tax		\$3.68
<b>Lighting Charges</b>		<b>\$4,413.81</b>
<b>Other Fees and Charges</b>		
Lighting Late Payment Fee		\$355.76
<b>Total Other Fees and Charges</b>		<b>\$355.76</b>

## Total Current Month's Charges

**\$4,799.55**

00004744-0014259-Page 3 of 6



**Grau and Associates**

951 Yamato Road, Suite 280  
Boca Raton, FL 33431  
www.graucpa.com

**Phone: 561-994-9299**

**Fax: 561-994-5823**

*Meritus*  
2005 Pan Am Circle, Suite 300  
Tampa, FL 33607

Date 11/4/2020

**SERVICE**

**AMOUNT**

Audit FYE 09/30/2020 - Confirmation.com / October

\$ 1,196.00

Current Amount Due

\$ 1,196.00



4801 122nd Avenue North  
Clearwater, FL 33762

Invoice 7595

<b>Date</b>	<b>PO#</b>
11/19/20	
<b>SalesRep</b>	<b>Terms</b>
Daniel Escobar	Net 30

<b>Bill To</b>
Touchstone Commons & Ponds CDD c/o Meritus Corp 2005 Pan Am Circle Suite #300 Tampa, FL 33607

<b>Property Address</b>
Touchstone Commons & Ponds CDD 4223 Globe Thistle Dr. Tampa, FL 33619

Item	Qty / UOM	Rate	Ext. Price	Amount
#6071 - Tower Dairy Phase 3 Addendum November 2020			\$1,153.56	\$1,153.56

Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$1,153.56</b>

Handwritten notes: BY, 4/6/01, and a signature.

We wanted to share with you our new customer portal. This will allow you to manage your account online by having access to: viewing proposals and being able to electronically sign for new proposed work, viewing and submitting issues, as well as viewing and electronically paying your invoices.

To register, please use the following link: [Fieldstone.PropertyServicePortal.com](http://Fieldstone.PropertyServicePortal.com)

Thank you so much and we look forward to assisting you with this great new feature we're able to offer. If you have any issues, please contact [accountsreceivable@fieldstonels.com](mailto:accountsreceivable@fieldstonels.com)

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
(727) 822-7866	(727) 269-5490	<a href="mailto:accounting@fieldstonels.com">accounting@fieldstonels.com</a>	<a href="http://www.fieldstonels.com">www.fieldstonels.com</a>



# Touchstone Community Development District

Preliminary Financial Statements  
(Unaudited)

Period Ending  
November 30, 2020



Meritus Districts  
2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607  
Phone (813) 873-7300 ~ Fax (813) 873-7070

# Touchstone Community Development District

## Balance Sheet

As of 11/30/2020  
(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2018	Debt Service Fund - Series 2019	Capital Projects Fund - Series 2018	Capital Projects Fund - Series 2019	General Fixed Assets Account Group	General Long-Term Debt	Total
<b>Assets</b>								
Cash-Operating Account	80,745	0	0	0	0	0	0	80,745
Investment-Revenue 2018 (5000)	0	139,612	0	0	0	0	0	139,612
Investment-Interest 2018 (5001)	0	0	0	0	0	0	0	0
Investment-Sinking 2018 (5002)	0	0	0	0	0	0	0	0
Investment-Reserve 2018 (5003)	0	167,363	0	0	0	0	0	167,363
Investment-Prepayment 2018 (5004)	0	1,962	0	0	0	0	0	1,962
Investment-Construction 2018 (5005)	0	0	0	60	0	0	0	60
Investment-Revenue 2019 (9000)	0	0	203,040	0	0	0	0	203,040
Investment-Interest 2019 (9001)	0	0	147	0	0	0	0	147
Investment-Reserve 2019 (9003)	0	0	284,988	0	0	0	0	284,988
Investment-Construction 2019 (9005)	0	0	0	0	4	0	0	4
Investment-Annexation 2019 (9006)	0	0	0	0	364,214	0	0	364,214
Investment-Cost of Issuance 2019 (9007)	0	0	0	0	0	0	0	0
Accounts Receivable - Other	0	0	0	0	0	0	0	0
Due From Developer	0	0	0	0	0	0	0	0
Assessments Receivable - Tax Roll	0	0	0	0	0	0	0	0
Prepaid Expenses	0	0	0	0	0	0	0	0
Prepaid General Liability Insurance	0	0	0	0	0	0	0	0
Prepaid Professional Liability	0	0	0	0	0	0	0	0
Prepaid Trustee Fees	1,010	0	0	0	0	0	0	1,010
Deposits	249	0	0	0	0	0	0	249
Construction Work In Progress	0	0	0	0	0	13,621,210	0	13,621,210
Amount Available-Debt Service	0	0	0	0	0	0	576,804	576,804
Amount To Be Provided-Debt Service	0	0	0	0	0	0	14,408,196	14,408,196
Other	0	0	0	0	0	0	0	0
<b>Total Assets</b>	<u><u>82,004</u></u>	<u><u>308,936</u></u>	<u><u>488,174</u></u>	<u><u>60</u></u>	<u><u>364,218</u></u>	<u><u>13,621,210</u></u>	<u><u>14,985,000</u></u>	<u><u>29,849,603</u></u>
<b>Liabilities</b>								
Accounts Payable	6,747	0	0	0	0	0	0	6,747
Accounts Payable - Other	0	0	0	0	0	0	0	0
Due to Developer	0	0	0	0	0	0	0	0
Unearned Revenue	0	0	0	0	0	0	0	0
Unearned Revenues	0	0	0	0	0	0	0	0
Due To Debt Service Fund	0	0	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0	0	0
Revenue Bonds Payable-Series 2018	0	0	0	0	0	0	5,185,000	5,185,000
Revenue Bonds Payable-Series 2019	0	0	0	0	0	0	9,800,000	9,800,000
<b>Total Liabilities</b>	<u><u>6,747</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>14,985,000</u></u>	<u><u>14,991,747</u></u>

# Touchstone Community Development District

## Balance Sheet

As of 11/30/2020  
(In Whole Numbers)

	General Fund	Debt Service Fund - Series 2018	Debt Service Fund - Series 2019	Capital Projects Fund - Series 2018	Capital Projects Fund - Series 2019	General Fixed Assets Account Group	General Long-Term Debt	Total
Fund Equity & Other Credits								
Fund Balance-All Other Reserves	0	294,386	285,140	60	364,215	0	0	943,800
Fund Balance-Unreserved	(12,954)	0	0	0	0	0	0	(12,954)
Investment In General Fixed Assets	0	0	0	0	0	13,621,210	0	13,621,210
Other	<u>88,211</u>	<u>14,550</u>	<u>203,034</u>	<u>0</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>305,799</u>
Total Fund Equity & Other Credits	<u>75,257</u>	<u>308,936</u>	<u>488,174</u>	<u>60</u>	<u>364,218</u>	<u>13,621,210</u>	<u>0</u>	<u>14,857,856</u>
Total Liabilities & Fund Equity	<u><u>82,004</u></u>	<u><u>308,936</u></u>	<u><u>488,174</u></u>	<u><u>60</u></u>	<u><u>364,218</u></u>	<u><u>13,621,210</u></u>	<u><u>14,985,000</u></u>	<u><u>29,849,603</u></u>

# Touchstone Community Development District

## Statement of Revenues and Expenditures

001 - General Fund  
From 10/1/2020 Through 11/30/2020  
(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Special Assessments - Service Charges				
O&M Assmts - Tax Roll	307,524	13,370	(294,154)	(96)%
O&M Assessments - Off Roll	258,810	126,161	(132,649)	(51)%
<b>Total Revenues</b>	566,334	139,531	(426,803)	(75)%
<b>Expenditures</b>				
Financial & Administrative				
District Manager	45,000	7,500	37,500	83 %
District Engineer	7,500	0	7,500	100 %
Disclosure Report	8,400	0	8,400	100 %
Trustees Fees	8,000	673	7,327	92 %
Accounting Services	3,750	0	3,750	100 %
Auditing Services	6,000	0	6,000	100 %
Postage, Phone, Faxes, Copies	1,000	378	622	62 %
Public Officials Insurance	2,500	2,421	79	3 %
Legal Advertising	2,500	992	1,508	60 %
Bank Fees	500	0	500	100 %
Dues, Licenses & Fees	200	175	25	13 %
Miscellaneous Fees	300	0	300	100 %
Email Hosting	600	0	600	100 %
Website Administration	1,800	250	1,550	86 %
ADA Website Vendor	1,500	1,500	0	0 %
Legal Counsel				
District Counsel	9,500	2,184	7,316	77 %
Electric Utility Services				
Electric Utility Services	100,000	4,800	95,200	95 %
Water-Sewer Combination Services				
Water Utility Services	25,000	271	24,729	99 %
Other Physical Environment				
Property & Casualty Insurance	12,000	3,291	8,709	73 %
General Liability Insurance	3,000	2,960	40	1 %
Landscape Maintenance - Contract	150,000	23,170	126,830	85 %
Repairs & Maintenance	20,000	80	19,920	100 %
Wetland Maintenance	10,000	0	10,000	100 %
Plant Replacement Program	25,000	0	25,000	100 %
Mulch	25,000	0	25,000	100 %
Waterway Management Services	20,000	675	19,325	97 %
Irrigation Maintenance	16,600	0	16,600	100 %
Road & Street Facilities				
Drainage Repairs & Maintenance	25,000	0	25,000	100 %
Reserve				
Capital Reserve	35,684	0	35,684	100 %
<b>Total Expenditures</b>	566,334	51,320	515,014	91 %
Excess of Revenues Over (Under) Expenditures	0	88,211	88,211	0 %
Fund Balance, Beginning of Period	0	(12,954)	(12,954)	0 %
Fund Balance, End of Period	0	75,257	75,257	0 %



# Touchstone Community Development District

## Statement of Revenues and Expenditures

200 - Debt Service Fund - Series 2018

From 10/1/2020 Through 11/30/2020

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Special Assessments - Capital Improvements				
DS Assmts - Tax Roll	330,900	14,548	(316,352)	(96)%
Interest Earnings				
Interest Earnings	0	3	3	0 %
Total Revenues	330,900	14,550	(316,350)	(96)%
<b>Expenditures</b>				
Debt Service Payments				
Interest Payment	235,900	0	235,900	100 %
Principal Payment	95,000	0	95,000	100 %
Total Expenditures	330,900	0	330,900	100 %
Excess of Revenues Over (Under) Expenditures	0	14,550	14,550	0 %
Fund Balance, Beginning of Period	0	294,386	294,386	0 %
Fund Balance, End of Period	0	308,936	308,936	0 %

# Touchstone Community Development District

## Statement of Revenues and Expenditures

201 - Debt Service Fund - Series 2019

From 10/1/2020 Through 11/30/2020

(In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenues</b>				
Special Assessments - Capital Improvements				
DS Assmts - Tax Roll	565,613	6,296	(559,317)	(99)%
DS Assmts - Off Roll	0	196,736	196,736	0 %
Interest Earnings				
Interest Earnings	<u>0</u>	<u>3</u>	<u>3</u>	<u>0 %</u>
<b>Total Revenues</b>	<u>565,613</u>	<u>203,034</u>	<u>(362,579)</u>	<u>(64)%</u>
<b>Expenditures</b>				
Debt Service Payments				
Interest Payment	375,613	0	375,613	100 %
Principal Payment	<u>190,000</u>	<u>0</u>	<u>190,000</u>	<u>100 %</u>
<b>Total Expenditures</b>	<u>565,613</u>	<u>0</u>	<u>565,613</u>	<u>100 %</u>
<b>Excess of Revenues Over (Under) Expenditures</b>	<u>0</u>	<u>203,034</u>	<u>203,034</u>	<u>0 %</u>
<b>Fund Balance, Beginning of Period</b>	0	285,140	285,140	0 %
<b>Fund Balance, End of Period</b>	<u>0</u>	<u>488,174</u>	<u>488,174</u>	<u>0 %</u>

**Touchstone Community Development District**  
**Statement of Revenues and Expenditures**

300 - Capital Projects Fund - Series 2018  
 From 10/1/2020 Through 11/30/2020  
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Excess of Revenues Over (Under) Expenditures	0	0	0	0 %
Fund Balance, Beginning of Period	0	60	60	0 %
Fund Balance, End of Period	0	60	60	0 %

**Touchstone Community Development District**  
**Statement of Revenues and Expenditures**

301 - Capital Projects Fund - Series 2019  
 From 10/1/2020 Through 11/30/2020  
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	4	4	0 %
Total Revenues	0	4	4	0 %
Excess of Revenues Over (Under) Expenditures	0	4	4	0 %
Fund Balance, Beginning of Period	0	364,215	364,215	0 %
Fund Balance, End of Period	0	364,218	364,218	0 %



**Touchstone Community Development District**  
**Statement of Revenues and Expenditures**

900 - General Fixed Assets Account Group  
 From 10/1/2020 Through 11/30/2020  
 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Fund Balance, Beginning of Period	0	13,621,210	13,621,210	0 %
Fund Balance, End of Period	0	13,621,210	13,621,210	0 %

Touchstone Community Development District  
Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account  
Reconciliation ID: 11/30/20  
Reconciliation Date: 11/30/2020  
Status: Locked

Bank Balance	90,867.20
Less Outstanding Checks/Vouchers	10,122.19
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	<u>0.00</u>
Reconciled Bank Balance	80,745.01
Balance Per Books	<u>80,745.01</u>
Unreconciled Difference	<u><u>0.00</u></u>

Click the Next Page toolbar button to view details.

Touchstone Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 11/30/20

Reconciliation Date: 11/30/2020

Status: Locked

Outstanding Checks/Vouchers

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1208	10/19/2020	System Generated Check/Voucher	378.25	Optimal Outsource
1228	11/24/2020	Series 2019 FY21 Tax Dist ID 503	2,943.15	Touchstone CDD
1229	11/24/2020	Series 2018 FY21 Tax Dist ID 503	6,800.79	Touchstone CDD
Outstanding Checks/Vouchers			10,122.19	
			10,122.19	

**Touchstone Community Development District  
Reconcile Cash Accounts**

**Detail**

**Cash Account: 10101 Cash-Operating Account**

**Reconciliation ID: 11/30/20**

**Reconciliation Date: 11/30/2020**

**Status: Locked**

**Cleared Checks/Vouchers**

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Payee</u>
1211	10/27/2020	Series 2018 FY20 Tax Dist ID Excess Fees	2,721.30	Touchstone CDD
1212	11/2/2020	Series 2019 PH4 FY21 Off Roll	196,735.78	Touchstone CDD
1213	11/5/2020	System Generated Check/Voucher	1,500.00	ADA Site Compliance
1214	11/5/2020	System Generated Check/Voucher	7.08	BOCC
1215	11/5/2020	System Generated Check/Voucher	8,672.00	Egis Insurance Advisors, LLC
1216	11/5/2020	System Generated Check/Voucher	23,461.00	Field Stone Lanscape Services
1217	11/5/2020	System Generated Check/Voucher	210.00	Landmark Engineering & Surveying Corporation
1218	11/5/2020	System Generated Check/Voucher	3,750.00	Meritus Districts
1218	11/5/2020	System Generated Check/Voucher	(3,750.00)	Meritus Districts
1219	11/5/2020	System Generated Check/Voucher	669.50	Straley Robin Vericker
1220	11/5/2020	System Generated Check/Voucher	992.00	Tampa Bay Times
1221	11/5/2020	System Generated Check/Voucher	23,856.78	Tampa Electric
1222	11/12/2020	System Generated Check/Voucher	52.00	Grau and Associates
1223	11/12/2020	System Generated Check/Voucher	4,799.55	Tampa Electric
1224	11/12/2020	Series 2018 FY21 Tax Dist ID 499	314.10	Touchstone CDD
1225	11/12/2020	Series 2019 FY21 Tax Dist ID 499	135.93	Touchstone CDD
1226	11/16/2020	Series 2018 FY21 Tax Dist ID 502	7,432.66	Touchstone CDD
1227	11/16/2020	Series 2019 FY21 Tax Dist ID 502	3,216.60	Touchstone CDD
Cleared Checks/Vouchers			274,776.28	
			274,776.28	



Touchstone Community Development District  
Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 11/30/20

Reconciliation Date: 11/30/2020

Status: Locked

Cleared Deposits

<u>Document Number</u>	<u>Document Date</u>	<u>Document Description</u>	<u>Document Amount</u>	<u>Deposit Number</u>
1516710	11/2/2020	Off Roll - 11.02.20	322,896.62	
CR074	11/12/2020	Tax Distribution - 11.12.20	738.71	
CR075	11/16/2020	Tax Distribution - 11.16.20	17,480.38	
CR076	11/24/2020	Tax Distribution - 11.24.20	<u>15,994.34</u>	
Cleared Deposits			<u><u>357,110.05</u></u>	