



DPFG Management & Consulting, LLC

***AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT***

Agenda Package

Regular Meeting

Date & Time:

Thursday

April 28, 2022

11:30 a.m.

Location:

17555 Sawgrass Bay Blvd

Clermont, Florida

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves Community Development District

DPFG Management & Consulting, LLC
250 International Parkway, Suite 208
Lake Mary FL 32746
(321) 263-0132 Ext. 742

Board of Supervisors

Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, April 28, 2022 at 11:30 a.m.** at the **Amenity Center located at 17555 Sawgrass Bay Blvd, Clermont FL.**

Residents have the option of calling into the meeting via Teams, with the following dial-in info:

Phone Number: +1 904-348-0776

Phone Conference ID: 862 156 243#

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Larry Krause

Larry Krause
District Manager

cc: Attorney
Engineer
District Records

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, April 28, 2022

Time: 11:30 a.m.

Location: Avalon Groves Amenity Center,
17555 Sawgrass Bay Blvd,
Clermont, FL 34714

Phone Number: +1 904-348-0776

Phone Conference ID: 862 156 243#

(Mute/Unmute: *6)

Agenda

For the full agenda package, please contact sconley@vestapropertyservices.com

I. Roll Call

S1: James Harvey
(Chair)

S2: Greg Meath

S3: Brad Walker

S4: Jon Seifel

S5: Candice Smith
(Vice Chair)

II. Audience Comments – Agenda Items (Limited to three minutes per individual)

III. Administrative Matters

- A. Consideration For Approval – The Minutes of the Board of Supervisors Regular Meeting Held March 24, 2022 [Exhibit 1](#)
- B. Consideration For Acceptance - The March 2022 Unaudited Financial Report [To be distributed as Exhibit 2](#)
- C. Waterway Inspection Report - Steadfast Environmental [Exhibit 3](#)
- D. Field Inspection Report – DPFG [Exhibit 4](#)
- E. Landscape Updates - Yellowstone Landscape
 - 1. Landscape Refurbishment on the Island at Butterfly Pea Court
 - 2. Seven Dead Trees at Pond 25 (Basswood Ln)
 - 3. Frost Damage at Village Entrances
 - 4. Pet Waste Issue at Goldcrest Loop
- F. Consideration and Ratification of Hog Removal Proposal [Exhibit 5](#)
- G. Consideration and Ratification of Trash Collection Invoice [Exhibit 6](#)
- H. Consideration and Ratification of Cascade Fountain Repair Proposal - \$2,783.00 [Exhibit 7](#)

IV. Business Matters

- A. **Public Hearing** Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments
 - 1. Open Public Hearing
 - 2. Public Comments
 - 3. Close Public Hearing

IV. Business Matters (continued)

- B. Consideration and Adoption of **Resolution 2022-10, Approving the Use of the Uniform Method for Levying, Collecting, and Enforcing Non-ad Valorem Special Assessments** [Exhibit 8](#)
- C. Consideration and Acceptance of Lake County Supervisor of Elections Qualified Elector Count – 1,284 [Exhibit 9](#)
- D. Consideration and Adoption of **Resolution 2022-11, Setting General Elections for November 2022** [Exhibit 10](#)
- E. Consideration and Adoption of **Resolution 2022-12, Setting Landowners' Meeting and Election for November 2022** [Exhibit 11](#)
- F. Consideration and Ratification of Conveyance of Serenoa Lakes Phase 1 and 2 (Serenoa Village 3) Improvements - Specifically Landscape in Tracts D1 and D2 and Stormwater Ponds [Exhibit 12](#)
- G. Discussion on RFQ for District Engineer Services – No Responses Received
- H. Discussion on Alligator Removal Procedure
- I. Update on Monuments/Fencing Cleaning and Wood Painting Proposal [Exhibit 13](#)
- J. Update on HOA Request for Bulletin Board at Village 1 Mailboxes [Exhibit 14](#)

V. Business Matters for Assessment Area Four Bond Issuance

- A. Presentation of Engineer's Supplement Report – 2022 Bond Issuance, dated February 24, 2022 [Exhibit 15](#)
- B. Presentation of Master Special Assessment Methodology Report - \$4,260,000 Special Assessment Bond Series 2022 (Assessment Area Four Project), dated February 7, 2022 [Exhibit 16](#)
- C. Presentation of Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project) [Exhibit 17](#)
- D. **Public Hearing** Regarding the Imposition of Special Assessments for Assessment Area Four Project
 - 1. Open Public Hearing
 - 2. Public Comments
 - 3. Close Public Hearing
- E. Consideration and Adoption of **Resolution 2022-13, Approving, Confirming and Levying Special Assessments for Assessment Area Four** [Exhibit 18](#)
- F. Consideration and Adoption of **Resolution 2022-14, Supplemental Assessment Resolution, Series 2022 Bonds, with Delegation of Authority** [Exhibit 19](#)



V. Business Matters for Assessment Area Four Bond Issuance (Continued)

G. Consideration of Issuer's Counsel Documents

1. Consideration and Acknowledgment of Declaration of Consent – *in substantial form* [Exhibit 20](#)
2. Consideration and Approval of Supplemental Disclosure of Public Finance (Assessment Area Four Project) – *in substantial form* [Exhibit 21](#)
3. Consideration and Approval of Acquisition Agreement – *in substantial form* [Exhibit 22](#)
4. Consideration and Approval of Collateral Assignment Agreement – *in substantial form* [Exhibit 23](#)
5. Consideration and Approval of Completion Agreement (2022 Bonds) – *in substantial form* [Exhibit 24](#)
6. Consideration and Approval of Notice of Special Assessments/Governmental Lien of Record (Assessment Area Four Project) [Exhibit 25](#)
7. Consideration and Approval of True-Up Agreement (2022 Bonds) – *in substantial form* [Exhibit 26](#)

H. Consideration of Acquisition of Improvements and Work Product for Edgemont Property

VI. Staff Reports

A. District Manager

1. Pet Waste Signs [Exhibit 27](#)

B. District Counsel

C. District Engineer

D. Amenity Manager

VII. Audience Comments – New Business/Non-Agenda (Limited to three minutes per individual)

VIII. Supervisors Requests

IX. Action Items Summary

X. Next Meeting

Confirmation of Quorum for Next Meeting Scheduled for Thursday,
May 26, 2022 at 11:30 a.m.

XI. Adjournment

EXHIBIT 1



1 **MINUTES OF MEETING**

2 **AVALON GROVES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development
5 District was held on Thursday, March 24, 2022 at 11:43 a.m., at the Avalon Groves Amenity Center, 17555
6 Sawgrass Bay Blvd., Clermont, Florida 34714, with Zoom Conference Call available.

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

8 Mr. Krause called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10 Candice Smith	Board Supervisor, Vice Chairwoman
11 Brad Walker	Board Supervisor, Assistant Secretary
12 Jon Seifel	Board Supervisor, Assistant Secretary

13 Also present were:

14 Larry Krause	District Manager, DPFG Management and Consulting
15 Jere Earlywine (via phone)	District Counsel, KE Law Group
16 Meredith Hammock	KE Law Group
17 Tim Plate (via phone)	District Engineer, Heidt Engineers
18 Steve Sanford (via phone)	Greenberg Traurig LLP
19 Dana Bryant	Yellowstone
20 Mark O'Halloran	Resident
21 Frank LaLosa	Resident
22 Chery Johnson	Resident

23 *The following is a summary of the discussions and actions taken at the March 24, 2022 Avalon Groves*
24 *CDD Board of Supervisors regular meeting.*

25 **SECOND ORDER OF BUSINESS – Audience Comments**

26 Mr. O'Halloran asked why the agenda packet was not available online. Mr. Krause explained that
27 the District was not required to provide the full packet online due to ADA specifications. Ms. Smith
28 advised emailing sconley@vestapropertyservices.com to obtain the full packet and noted that this
29 email address was included at the top of the agenda provided on the website.

30 **THIRD ORDER OF BUSINESS – Administrative Matters**

31 A. Exhibit 1: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting
32 Held February 24, 2022

33 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved
34 the Minutes of the Board of Supervisors Regular Meeting held on February 24, 2022 for the Avalon Groves
35 Community Development District.

36 B. Exhibit 2: Consideration for Acceptance – The February 2022 Unaudited Financial Report

37 Ms. Smith asked if there were any requirements regarding the DS reserve on the AA1 and AA2
38 bonds. Mr. Earlywine stated that there may be some reserve accounts that needed to be released
39 and indicated that he would check into this.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the February 2022 Unaudited Financial Report for the Avalon Groves Community Development District.

C. Exhibit 3: Waterway Inspection Report – Steadfast Environmental

Mr. Krause indicated that most of the ponds appeared to be in good condition, with the exception of one pond near the back of the community. Mr. Smith noted that Pond #1 may be a boulevard pond that had been pumped down.

D. Exhibit 4: Field Inspection Report – DPFG

Mr. Krause reviewed his report, noting that there were dead wasp nests at the tot lot and a leak in water fountain. In response to a question from Ms. Smith, Mr. Walker confirmed that the water leak was on CDD property.

Mr. Krause stated that he had reached out to Onsite to request quotes for replacing the telescope and color changer at the playground.

Ms. Smith requested that Mr. Krause look into whether the District needed to submit a report and testing requirement for the County and to check addresses for other water fountains for checks made out to Sunshine for potable water.

Mr. Krause discussed pet waste on a street near the park and stated that he had acquired proposals for the Board's consideration to be reviewed later in the meeting. In response to a supervisor question, Mr. Krause stated that there were not any dog deposit stations in this area and noted that several residents were against adding these stations. Mr. Walker noted that Darren Uner from Onsite could handle the pet waste.

Mr. Krause requested clarification on whether the pedestals near Serenoa Lakes were CDD property. Ms. Smith confirmed that these were CDD property but should not need maintenance at this point in time, as they were brand new. She clarified that these pedestals should be included for maintenance in the future.

E. Landscape Updates – Yellowstone Landscape

Mr. Bryant noted that there was a controller that needed to be addressed. He stated that the frost had killed the firebush but indicated that it should grow back in a year. He mentioned that the turf had been treated as well. He suggested replacing the St. Augustine grass at the Village 2 side entrance with bahia and noted that the St. Augustine grass would need to be replaced annually if they chose to keep the St. Augustine.

1. Landscape Refurbishment on the Island at Butterfly Pea Court

Mr. Bryant suggested the use of saw palmettos in this area. In response to a question from Mr. Walker, Mr. Bryant clarified that drip irrigation was used in this area. Ms. Smith stated that she would like to match the island at the amenity center. Mr. Walker suggested using azaleas, noting that azaleas flowered twice a year. Ms. Smith expressed concerns regarding exposed drip lines. Discussion regarding estimated costs ensued.

On a MOTION by Mr. Walker, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the installation of a bahia collar that would not need irrigation and the installation of drip irrigation in the interior through the trees and shrub material, in addition to a backflow cover, for the island at Butterfly Pea Court, in an amount not to exceed \$5,000.00, for the Avalon Groves Community Development District.

2. Seven Dead Trees at Pond 25 (Basswood Ln)

Ms. Smith noted this area was not irrigated. Mr. Bryant recalled that in the past maple and cypress trees had been replaced with a bald cypress that was installed at the water's edge. Ms. Smith expressed that she would prefer to replace the trees, rather than remove the trees and sod the area. In response to a resident question, Ms. Smith clarified that the trees had died due to a lack of water. The Board requested a proposal for both shorter and taller bald cypresses. Ms. Smith noted that she would like to double check the County requirements for the trees as well.

3. Frost Damage at Village Entrances

Mr. Bryant stated that firebush did not do well in cold temperatures but reiterated that it should come back. Ms. Smith indicated that she would like for this to continue to be monitored and stated that new plants may need to be added if the firebush did not grow back in all areas within the next 30 days.

FOURTH ORDER OF BUSINESS – Business Matters

A. Exhibit 5: Ratification of Cascade Fountains Pond 28 Fountain Maintenance Proposal - \$700.00/yr

Ms. Smith reminded the Board that it had been confirmed at the previous meeting that the fountains in the Palms at Serenoa were in the HOA budget. She clarified that this proposal was solely for the fountain on Sawgrass Bay Blvd.

On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved the Ratification of Cascade Fountains Pond 28 Fountain Maintenance Proposal, in the amount of \$700.00 per year, for the Avalon Groves Community Development District.

B. Update on Heidt Engineering Proposal for Stormwater Reporting

Mr. Plate recalled that the proposal had been submitted in the past. Ms. Smith requested for this to be re-sent and asked for the dollar amount. Mr. Plate stated that the lump sum was \$25,000.00 and indicated that he would send the proposal that afternoon. In response to a question from Ms. Smith, Mr. Plate stated that the inspection was due in June and that he would like to have at least 30 days to take care of this matter.

C. Exhibit 6: Ratification of Acquisition of Serenoa Lakes Phase 1 & 2 Improvements (Pulte)

Ms. Smith noted that there appeared to be private HOA components included in Pulte's first proposal. Mr. Plate explained that he had reviewed this thoroughly with Pulte and had ensured that the District was only paying for what was CDD-eligible.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the Ratification of the Pulte Serenoa Lakes Phase 1 & 2 Improvements, for the Avalon Groves Community Development District.

D. Exhibit 7: Discussion of Serenoa POA Maintenance Agreement (Edgemont Tracts B, C, D, E, F, I, J, K, and M)

Ms. Hammock requested that the Board not take action on this item at this time and indicated that this could be readdressed at a later date. Mr. Earlywine stated that the items for Edgewater would not need an HOA agreement and that the bonds were still on track. He indicated that the project was due to be finished in June or July.

E. Exhibit 8: Discussion on Monument Solar Lighting



Ms. Smith asked if this lighting would match the current lighting in the community. Mr. Walker stated that he was not sure and that he would need to follow up with the company. Walker pointed out that the newer lights would be higher quality than the current lights and would last longer.

F. Exhibit 9: Update on Monuments/Fencing Cleaning and Wood Painting Proposal

Mr. Krause explained that this proposal only included 2 monuments and that 12 monuments were in need of attention, which would double the cost of the proposal. Mr. Walker requested a more concise proposal for this item. Ms. Smith requested to have a separate proposal for painting and pressure washing. Mr. Walker additionally asked for another bid for this project to compare costs. Ms. Smith stated that she would like for everything to be pressure cleaned. She noted that hardscape repairs and field contingency were both available in the budget for a combined total of \$8,500.00. This item was tabled.

G. Update on HOA Request for Bulletin Board at Village 1 Mailboxes

Ms. Smith expressed that she would like to receive legal advice on this matter, as well as more information regarding protocol and maintenance for the bulletin board. Mr. DeLosa stated that he had written the MOP for the bulletin board. In response to a question from Ms. Smith, Mr. DeLosa explained that the bulletin Board would be locked and supervised and would only contain HOA and CDD information.

A resident clarified that the bulletin board would not incur any costs to the CDD. Ms. Smith requested a schematic for what the bulletin board would look like. The Board agreed to acquire more detail on the bulletin board before moving forward.

H. Exhibit 10: Discussion of Pet Waste Issue at Goldcrest Loop

Mr. Krause stated that leaving pet waste was considered a County violation that could result in a fine. He noted that he had experienced difficulties in acquiring proposals from multiple companies but assured the Board that Poop 911 was a reputable vendor. Ms. Smith stated that a one-time clean-up may be necessary.

1. "Pick Up Waste" Sign Installation

Ms. Smith suggested temporary signage as an alternative to the received proposal. Discussion ensued regarding what to include and how much to spend on the signage.

On a MOTION by Mr. Seifel, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved signage for pet waste, in an amount not to exceed \$100.00, subject to final wording to be approved by District Counsel, for the Avalon Groves Community Development District.

a. Exhibit 11: Sign Solutions \$527.50

The Board agreed that this proposal was too costly.

2. Exhibit 12: Poop 911 – One-Time Removal - \$899.99

Ms. Smith stated that she would like to do a one-time pet waste removal in an amount not to exceed \$500.00. Mr. Krause clarified that the majority of the pet waste was within the right of way adjacent to the tot lot. Mr. Walker requested a proposal from Yellowstone to remove the pet waste. Mr. Bryant indicated that this would be doable.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved a one-time pet waste removal to be performed by Yellowstone to remove waste within the right of way adjacent to the Tot Lot, as directed by staff, in an amount not to exceed \$500.00, for the Avalon Groves Community Development District.

3. Exhibit 13: Poop 911 – Installation of 1 Pet Waste Station - \$395.00

This item was tabled, conditional on sign effectiveness

4. Exhibit 14: Poop 911 – Maintenance of 1 Pet Waste Station – (\$55.99/mo) \$671.88

This item was tabled, conditional on sign effectiveness.

- I. Exhibit 15: Consideration and Acknowledgment of Series 2022 Bonds Rule G-17 Disclosure

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the Series 2022 Bonds Rule G-17 Disclosure, for the Avalon Groves Community Development District.

SIXTH ORDER OF BUSINESS – Staff Reports

- A. District Manager

1. Exhibit 16: Playground Inspection

Mr. Krause stated that he had received a proposal to inspect the playground in the amount of approximately \$700.00 and advised the Board to schedule inspections annually. The Board directed Mr. Krause to take a look at the playground to determine if there were any issues that needed to be addressed and to add this as a budget line item for the next year.

- B. District Counsel

1. Exhibit 17: RFQ District Engineer

Mr. Krause stated that the RFQ for District Engineer would be published on March 25 in the Orlando Sentinel, with responses due on April 18 for inclusion on the April 28 agenda for the Board's consideration.

- C. Amenity Manager

The Amenity Manager was not present.

SEVENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited to 3 minutes per individual)

Mr. LaLosa expressed safety concerns regarding irrigation and suggested installing bushes around the irrigation. Discussion ensued regarding costs.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the installation of an irrigation cover and shrubbery, in an amount not to exceed \$350.00, for the Avalon Groves Community Development District.

Following the motion, an audience member asked if the right of way from Sanctuary to Serenoa would affect the bonds. Mr. Earlywine explained that it would not affect the bonds.

Ms. Johnson commented on hogs that had dug up an area on CDD property. Ms. Smith indicated that the hog issue would need to be addressed before repairing the landscaping. The Board directed staff to acquire proposals to address the hog issue and to work with the Chair or Vice Chair on this matter.

An audience member noted that one of the monuments was too close to the electrical box. She noted that a letter from Single Energy had been received and that the District had 30 days to take care of the issue. Ms. Hammock requested to have this information forwarded to her.

EIGHTH ORDER OF BUSINESS – Supervisors Requests



201 There being none, the next item followed.

202 **NINTH ORDER OF BUSINESS – Adjournment**

203 Mr. Krause asked for final questions, comments, or corrections before requesting a motion to
204 adjourn the meeting. There being none, Mr. Walker made a motion to adjourn the meeting.

205 On a MOTION by Mr. Walker, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adjourned
206 the meeting for the Avalon Groves Community Development District.

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

210 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
211 **meeting held on _____.**

212

213 _____
Signature

Signature

Printed Name

Printed Name

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

Title: ☐ Chairman ☐ Vice Chairman



EXHIBIT 2

To Be Distributed



EXHIBIT 3





Avalon Groves CDD Aquatics



Kevin Riemensperger
3/25/2022 11:08 AM

Steadfast Environmental
30435 Commerce Drive Suite 102
San Antonio, FL 33576
813-836-7940 | office@SteadfastEnv.com



Site: 51



Comments:
Excellent condition. The bank is free of nuisance grasses, while the pond features no observable algae activity.



Site: 52



Comments:
Excellent condition. Routine maintenance and monitoring will continue here.

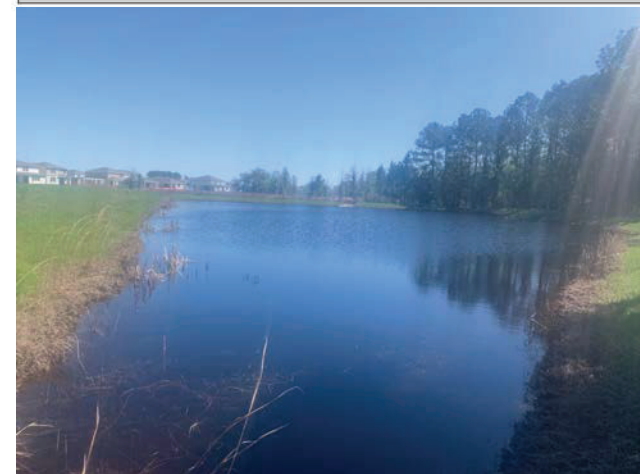


Site: 53



Excellent condition. There are many tadpoles here.

Site: 54



Comments:

Near-excellent condition. The water's edge hosts some previously treated vegetation. This will decay given time, now that biological productivity has increased.

Site: 56



Near-excellent condition. In a similar condition to the previously reviewed pond. This will clear up given time.

Site: 55



Similar in condition to the previously visited pond. There is a very slight planktonic algal bloom. Treatment will be applied on the next maintenance visit.

Site: 36



Excellent condition. The tannic water is helping keep algae down.

Site: 46



Excellent condition. The water is extremely clear here. No algae or nuisance vegetation.

Site: 45



Similar in condition to the previously inspected pond. There are additionally some small remaining flecks of filamentous algal activity along the perimeter. These will be retreated on the next visitation.

Site: 44



Excellent condition.





Management Summary

Spring continues to heat up. Most daily temperatures having approached the mid 80's. The month so far has been characterized by periods of high sunshine with no cloud cover interspersed with "sudden" significant rains. The former of which contributes to sporadic, seasonal algae blooms; normally typical for this time of the year. However due to more recent rains, we have seen a decrease in algal production, and an increase in their rate of decomposition once treated. The health of most ponds has been improved, and this will be the case as long as the rains continue.

Treatments continue to dispel algae as it is established, and preventative measures are being taken in waterways which feature either no algal activity, or the beginnings of a bloom via preemptive treatment.

At the time of this inspection, many ponds are in excellent shape. Exposed shorelines were free of grasses and no seasonal algal blooms were noted (pond 45 being the only one noted with any active filamentous algal activity, while pond 55 hosted a slight planktonic "bloom"). Routine maintenance will continue to keep the ponds appearance clean, though rapid seasonal shifts may cause ponds with high nutrient loads to bloom occasionally.

Recommendations / Action Items

Continue to treat/pretreat for algae growth.

Target emergent/submerged nuisance grass species along shoreline areas.

Monitor shorelines for debris items.

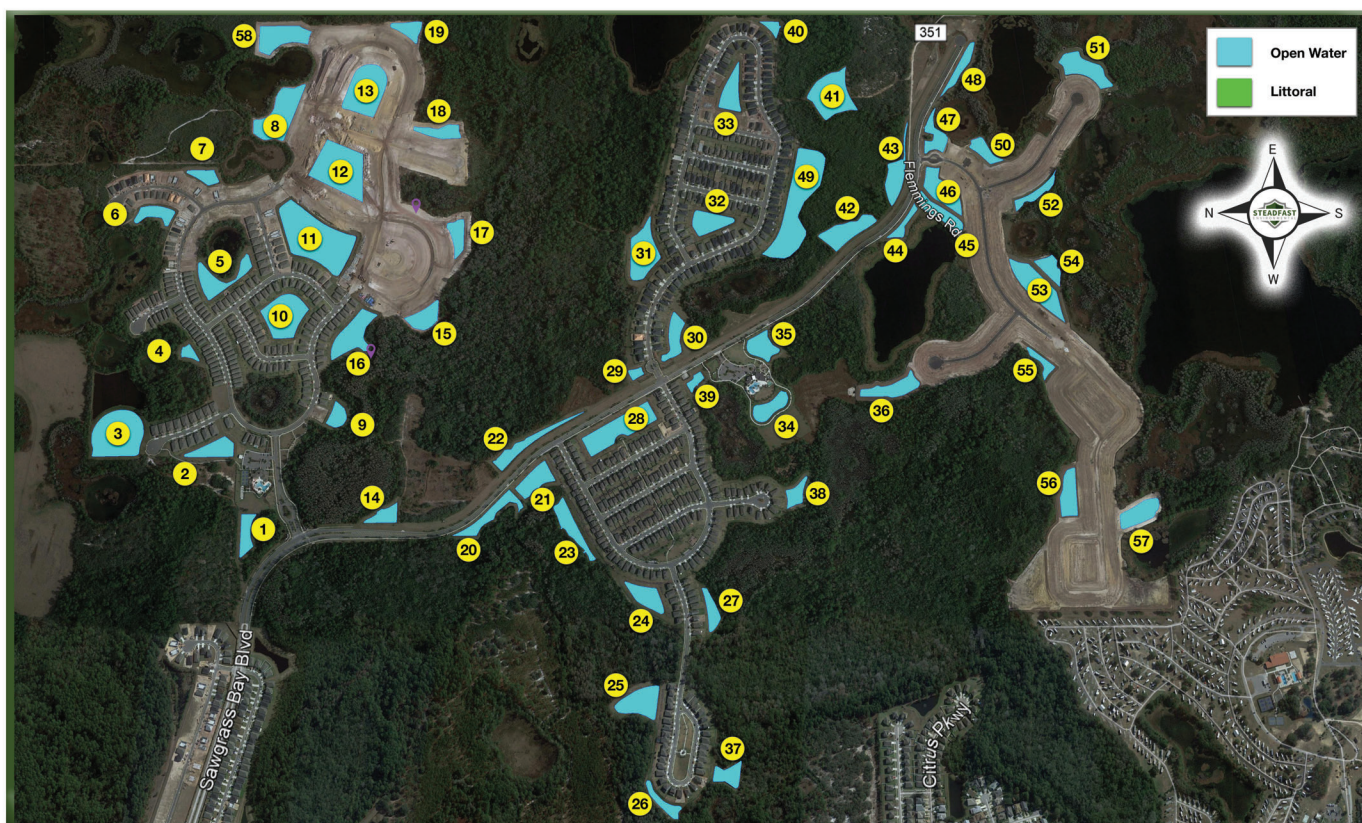
Thank you for choosing Steadfast Environmental!



Avalon Groves CDD

Sawgrass Bay Boulevard, Clermont

Gate Code:



Steadfast Environmental, LLC

30435 Commerce Drive Suite 102

San Antonio, FL 33576

813-836-7940 | office@SteadfastAlliance.com

EXHIBIT 4





AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

APRIL 2022 FIELD INSPECTION REPORT

L. Krause, District Manager

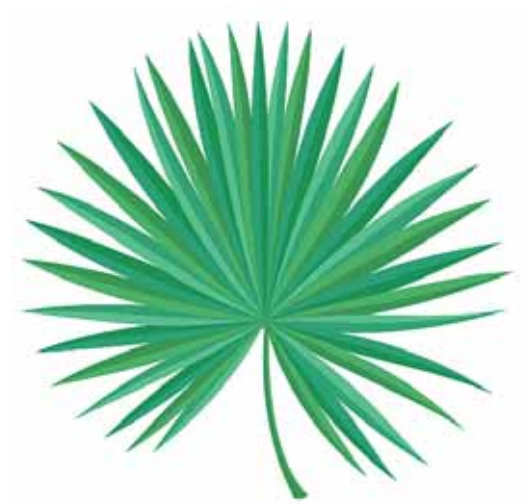




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- Maintenance Map
- Sawgrass Bay Blvd
 - Village 1 Entrances (Goldcrest Loop)
 - Village 2 Entrance (Serenoa Blvd)
 - Village 3 Entrance (Saw Palmetto Ave)
- Ponds & Fountain
- Village 1
 - Mail Kiosk, Playground/Tot Lot
 - Butterfly Pea Court Island



100

Sawgrass Bay Blvd.

Pedestal signs need to be painted/stained – Quote has been requested from a 2nd vendor.



Most foliage is green and vibrant



Tree in median near CDD entrance needs to be trimmed



Some foliage, esp. sawgrass and other plants, are dry



Sawgrass Bay Blvd.

Village 1 (Goldcrest Loop) entrance monuments, fencing and surrounding landscape...



Pedestal Monument has a loose board – DM put back in place, but it needs to be secured.



Sawgrass Bay Blvd.

Village 2 (Serenoa Blvd) entrance monuments, fencing and surrounding landscape...



Some foliage may need to be replaced due to frost damage



Sawgrass Bay Blvd.

Village 3 (Saw Palmette Ave.) entrance monuments, fencing and surrounding landscape...



Ponds & Fountain

Ponds, surrounding landscape and fountain in pond 28



Ponds & Fountain



Pond scum remains in
Pond 42



Fountain in Pond
28 remains non-
functioning

Vendor is awaiting
arrival of new
motor



Village 1

Mail kiosk, playground/tot lot and surrounding landscape...



A quote for playground parts missing (color change wheel and telescope) has been requested from original installer



A walk of the grounds revealed a few piles of fresh dog deposits, but nowhere as much as last month, and almost exclusively left in ROW



Village 1

Butterfly Pea Court and Basswood Circle islands landscape...

Butterfly Pea Court island needs some TLC

This is the island where resident children are playing and we're awaiting a proposal to cover the irrigation pipework



EXHIBIT 5





**Safe and Humane Animal Removal with
Unsurpassed Professionalism!**

321-947-7134

I/we, the owner(s) and/or representatives(s) of said location below, hereby contract and authorize any **Humane Animal Removal Team** representative as a contractor to furnish all said materials, knowledge and labor; to ensure any animal listed below.

TRAPPING ONLY

Technician	
Name:	<u>Robin Parker</u>
Date:	<u>April 4, 2022</u>
Trapping Period:	_____
Type of Payment:	_____
Start Date:	_____

OWNER/AGENT		Nuisance	Traps	Description
Name:	Larry Krause	Armadillos		Trapping: Wild Hog Trapping Terms: Set Up Fee \$250/Trap \$85/Hog Emergency Calls - \$200.00/Call
Company:	Avalon Groves CDD	Mice/Rats		
Re:	Wild Hog Trapping	Bats		
		Cats		
Billing	c/o DPFG	Opossums		
Address:	250 International Parkway Suite 280 Lake Mary, FL 32746	Raccoons		
		Wild Pigs	x	
Telephone:	321-263-0132 Ext. 742	Squirrels		
E-Mail:	lkrause@dpfgmc.com	Bobcat		
		Other:		
		Length of Time:		
		Snake Removal (Type):		

Humane Animal Removal Team cannot guarantee capture of listed animals but will entertain all possible means for safe capture and removal of such listed animals. **Humane Animal Removal Team** is not responsible for any inconvenience and/or damages that may be caused by the animals that may die inside the walls or other inaccessible locations or the removal of such. Any deviations or changes for the contract will have to be agreed upon with both parties before anything is executed. It is mandatory that any disputes will be settled in binding arbitration only. All agreements are contingent upon accidents, weather or delays beyond our control. Payments are to be PAID IN FULL at the commencement of the job. All returned checks will be subject to a service charge of fifty (50) dollars or ten (10) percent which ever is greater. Large animal trapping is charged on monthly basis unless specified on contract. If trap is to be located out of sight the owner/agent must provide a reasonable time to check and/or maintain to ensure the safety of animals and technicians. **Humane Animal Removal Team** employees may carry personal firearms on your private property to protect themselves or others from any bodily harm from said above wild animals that may be trapped or otherwise dangerous. **ONLY Humane Animal Removal Team EMPLOYEES MAY REMOVE ANIMALS FROM TRAPS!!!** If harm is done due to negligence on behalf of owner/agent or their subsidiaries of said property from an animal that is trapped that will waiver all responsibilities of any **Humane Animal Removal Team** employee and/or owner(s) from any liability of such.

Technician: Robin Parker	Agent/Owner:
Date: April 5, 2022	Date:

If the terms of this contract are satisfactory, please sign and return to:
rparker798@yahoo.com.

**TOTAL: Set Up Fee - \$250/Trap
\$85/Hog**

We Appreciate Your Business!



EXHIBIT 6



c/o Evergreen Lifestyles Management
270 W Plant Street Ste 340
Winter Garden, FL 34787

INVOICE

2/1/2022
S02012022

Avalon Groves CDD
DPFG Management and Consulting, LLC
250 International Parkway
Lake Mary, FL 32746

DESCRIPTION	AMOUNT	
To reimburse Serenoa Property Owners for trash service for bins in Village 1	Jan-22	\$ 70.00
Subtotal		\$ 70.00

Make all checks payable to
SERENOA PROPERTY OWNERS ASSOCIATION, INC.

If you have any questions about this invoice, please contact Kyla Semino
ksemino@evergreen-lm.com

EXHIBIT 7





Cascade Fountains

A Division of Fountain Design Group
7628 NW 6th Ave, Boca Raton FL, 333487
(561)994-3939
jeannie@cascadefountains.com

Repair Quote

Date: 13-Apr-2022 08:30 AM

Quote #: 803

AVALON GROVE

c/o DPF MANAGEMENT & CONSULTING 250
INTERNATIONAL PARKWAY, STE. 208
LAKE MARY, 32746
Florida, United States

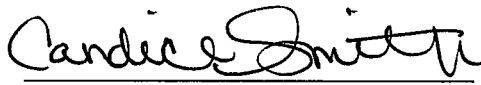
Scope of work: Our Service Technician has advised that the 5hp motor on the lake fountain is failing. We will need to install a new 5hp, 230v, single phase motor and a new 5hp Coupling on the pump.

Notes: *The motor will be warranted for one year from the date of installation.

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
1.00	5hp, 230v, single phase motor installation	2,619.00	0.00	2,619.00
1.00	5hp Coupling	164.00	0.00	164.00
Sub Total:				\$ 2,783.00
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				\$ 2,783.00

Respectfully Submitted by,
Fountain Design Group

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.


Signature: Vice Chairman

4-13-22
Date of Acceptance

Conditions: All work is to be completed in a workmanlike manner. Any alteration from specifications involving extra costs will be executed only upon written approval from the client, and will become an additional charge from the approved proposal amount.

EXHIBIT 8



RESOLUTION 2022-10

[EXPANSION PARCEL]

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("District") was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

WHEREAS, effective January 6, 2022, the boundaries of the District were amended by Ordinance #2021-53 of the Board of County Commissioners of Lake County, Florida, to include approximately 39.97 acres of land to those lands within the boundaries of the District ("Expansion Parcel"); and

WHEREAS, the District desires to express its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying the cost of operating and maintaining its assessable improvements on lands located within the Expansion Parcel; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Lake County for four (4) consecutive weeks prior to such hearing.

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

SECTION 1. The District, upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments located within the Expansion Parcel is

attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Lake County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2022.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Legal Description

Exhibit A
Property Description

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

EXHIBIT 9





www.lakevotes.gov

1898 E. Burleigh Blvd. • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

April 19, 2022

Shirley Conley
District Manager Associate
250 International Parkway, Ste. 208
Lake Mary, FL 32746

Re: District Counts

The number of registered voters within the Avalon Groves Community Development District as of April 15, 2022 is **1,284**.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

✓ Voter Confidence ✓ Excellent Service ✓ Accurate & Efficient Elections ✓ Responsible Financial Stewardship



EXHIBIT 10



RESOLUTION 2022-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE LAKE COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lake County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Lake County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

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

1. GENERAL ELECTION SEATS. Seat 3, currently held by Brad Walker, and Seat 4, currently held by Jon Seifel, are scheduled for the General Election beginning in November 2022. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. QUALIFICATION PROCESS. For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lake County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. COMPENSATION. Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. TERM OF OFFICE. The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.



5. REQUEST TO SUPERVISOR OF ELECTIONS. The District hereby requests the Supervisor to conduct the District's General Election in November 2022, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. PUBLICATION. The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2022.

ATTEST:

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson
Board of Supervisors



EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Avalon Groves Community Development District ("District") will commence at noon on Monday, June 13, 2022, and close at noon on Friday, June 17, 2022. Candidates must qualify for the office of Supervisor with the Lake County Supervisor of Elections located at 1898 E. Burleigh Boulevard, Tavares, Florida 32778; Ph: (352) 343-9734. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lake County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Avalon Groves Community Development District has 2 seats up for election, specifically seats 3 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on Tuesday, November 8, 2022, and in the manner prescribed by law for general elections.

For additional information, please contact the County Supervisor of Elections.

DISTRICT MANAGER: THE DISTRICT SHALL PUBLISH A NOTICE OF THE QUALIFYING PERIOD SET BY THE SUPERVISOR OF ELECTIONS FOR EACH ELECTION AT LEAST 2 WEEKS PRIOR TO THE START OF THE QUALIFYING PERIOD. PLEASE PUBLISH BY MAY 27.

EXHIBIT 11



RESOLUTION 2022-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lake County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*]," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	James Harvey	2024
2	Greg Meath	2024
3	Brad Walker	2022
4	Jon Seifel	2022
5	Candice Smith	2022

This year, Seat 5, currently held by Candice Smith, is subject to a landowner election. The term of office for the successful landowner candidate shall commence upon election and shall be for a four year period. Seat 3, currently held by Brad Walker, and Seat 4, currently held by Jon Seifel, are subject to a General Election process to be conducted by the Lake County Supervisor of Elections, which General Election process shall be addressed by a separate resolution.

2. **LANDOWNER'S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the _____ day of November, 2022, at _____ a/p.m., and located at _____.

3. **PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its _____, 2022 meeting. A

sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at _____, or at the office of the District Manager, DPFG Management and Consulting, LLC, located at 250 International Parkway, Suite 208, Lake Mary, Florida 32746.

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY



EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Avalon Groves Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 1,011 acres, located east of U.S Route 27, north of U.S Route 192, and west of State Road 429, in Lake County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: _____
TIME: _____
PLACE: _____

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, DPGF Management and Consulting, LLC, located at 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Ph: (321) 263-0132 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: _____, November __, 2022

TIME: _____ .M.

LOCATION:

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election in a landowner seat for a four year period. The term of office for the successful landowner candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.



LANDOWNER PROXY

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER __, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Avalon Groves Community Development District to be held at _____, on _____, at _____ a/p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).



OFFICIAL BALLOT
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
LAKE COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2022

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4) year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Avalon Groves Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
5		

Date: _____

Signed: _____

Printed Name: _____



EXHIBIT 12





SEMINOLE
MASONRY

Seminole Masonry, LLC
Blake Roden
3850 E. Lake Mary Blvd.
Sanford, FL 32773

CGC1525688

Office: 407-971-2464
Cell: 407-222-6940
Fax: 407-971-2519
seminolemasonry.com

Proposal

August 18th, 2020

Pulte Group
Amy Steiger
407-902-5228
Amy.Steiger@PulteGroup.com

Project: #20-254 Serenoa Village-Inside Community

Seminole Masonry is pleased to provide the following for complete installation of masonry and related items on the above referenced project.

- 2 each, 6' high neighborhood entry column as per 4/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps, precast ledge, and signage included. **Total: \$17,241.50**
- 2 each, 6' high, entry gate column as per 3/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps and precast ledge included. Does not have logo included **Total: \$16,706.00**
- 4 each, 4' high 40" sq. Fence column as per 5/L301 and 4/L302. Foundation, reinforcing, CMU, cultured stone veneer, stucco, paint, precast caps, and signage included. **Total: \$13,110.00**
- 1,736 LF of 6' high x 6' wide tan PVC fence. **Total: \$45,268.00**
- 264 LF of 58" high 4 rail wood ranch rail fence set 8' on center painted as per detail 6/L301. **Total: \$7,423.00**
- 1 LS Gates and Automation. To include:
 - 1 each, Elite model "EL2000" telephone entry device with:
 - 2000 flexible codes
 - Transaction monitoring
 - Call button
 - Recessed, lighted, ADA compliant keypad
 - Non-volatile memory
 - 1 each, specially constructed lightning/surge isolation panel
 - 1 each, pedestal for telephone entry device
 - 1 each, HID proximity card reader
 - 1 each, LiftMaster model "Passport" radio receiver

<https://www.liftmaster.com/for-homes/access-control-systems/internet-enabled-telephone-entry-systems/model-el2000>



- o 2 each, LiftMaster model "CSW24UL" swing gate operator with battery backup
- o 2 each, Surge suppression (power, communication and control) for gate operator
- o 2 each, Ground rod for gate operator
- o 5 each, Single-channel detector
- o 5 each, Detector loop embedded in roadway
- o 1 each, Emergency personnel radio control mechanism (Click-2-Enter)
- o 1 each, Ornamental aluminum swing gate approximately 28' long x 4'10" high, powder-coated brown per customer provided design intent
- o 2 each, Impact sensing edge
- o 2 each, Ornamental aluminum pedestrian gate approximately 5' long x 4'10" high, powder-coated brown per customer provided design intent
- o 2 each, Gravity latch
- o 1 lt Approximately 6' of 4'10" high ornamental aluminum fence (welded), powder-coated brown per customer provided design intent

Total: \$44,528.00

- 1 LS Electrical. To include:
 - o Provide and install 1 each, 100 Amp, single phase, 240 Volt service, mounted on rack with 150' max. underground service lateral
 - o Provide and install 4 each, 12 Watt LED up-lights, mounted on Arlington posts, to shine on logo on small columns
 - o Provide and install 10 each, 30 Watt LED up-lights, mounted on Arlington posts, to shine on sign and larger columns by gates
 - o Provide and install 2 each, 20 Amp weatherproof GFI receptacles for holiday lighting (to be installed in one of Arlington posts for up-lights)

Total: \$12,042.00

- Permitting. **Total: \$2,104.50**

Framing will be hardie board, painted. The CMU columns will be stucco and painted behind the wood.

Includes: Labor, material, building permit, items as noted above or equivalent, and job related trash removal

Does Not Include: Demolition, engineering, waterproofing, landscape and or sod repair, grading, dewatering, hand digging, cut for footings, temporary fence, sidewalks, concrete pads, erosion control, road crossings, telephone lines, final grading, clearing, compaction or concrete testing (if needed), compaction, geotechnical testing, survey, right of way permitting, and maintenance of traffic (MOT)

Notes:

- **Seminole Masonry, LLC will not be held responsible for damages to: landscaping, irrigation, curbing, concrete sidewalks/ driveways, or asphalt roadways incurred during the scope of our normal construction process.**



- **Layout of hardscape items to be accomplished from survey control points provided by others.**

DOCUMENTS:

Landscape Plans: Bonnett design group, LLC dated 2020/08/17

Location: Clermont, FL

GUARANTEE: Seminole Masonry shall perform work under this quotation in accordance with plans and specifications noted above.

QUOTATION: Seminole Masonry shall perform the work noted above for the lump sum amount as follows. This quote is valid for thirty days from date above, after which it is subject to review. Signed proposal is required.

Proposed Amount: \$158,423.00

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE ESTIMATE. CONTRACT AMOUNT MUST BE ACCEPTED WITHIN THIRTY (30) DAYS OF THIS PROPOSAL. IF TIMELY ACCEPTED, THIS PROPOSAL BECOMES A CONTRACT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. IN ANY ACTION BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES, COSTS, AND EXPENSES OF INVESTIGATION, DISCOVERY AND LITIGATION. VENUE OF ANY LAWSUITS WILL BE IN SEMINOLE COUNTY, FLORIDA. INVOICES ARE TO BE PAID IN FULL WITHIN FIFTEEN (15) DAYS OF INVOICE DATE AND ARE PAST DUE THEREAFTER. INTEREST ON PAST DUE INVOICES SHALL ACCRUE AT THE MAXIMUM RATE ALLOWED BY LAW.

AUTHORIZED SIGNATURE

DATE

Seminole Masonry, LLC

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

SIGNATURE OF ACCEPTANCE

DATE





SEMINOLE
MASONRY

Seminole Masonry, LLC
Blake Roden
3850 E. Lake Mary Blvd.
Sanford, FL 32773

CGC1525688

Office: 407-971-2464
Cell: 407-222-6940
Fax: 407-971-2519
seminolemasonry.com

Proposal

August 18th, 2020

Pulte Group
Amy Steiger
407-902-5228
Amy.Steiger@PulteGroup.com

Project: #20-254 Serenoa Village-Outside Community

Seminole Masonry is pleased to provide the following for complete installation of masonry and related items on the above referenced project.

- 2 each, 16' 7" x 4' high entry sign wall as per 1/L301 and 1/L302. Foundation, reinforcing, CMU, cultured stone veneer, framing, stucco, paint, signage, and precast caps included. **Total: \$28,266.00**
- 2 each, 6' high neighborhood entry column as per 4/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps, precast ledge, and signage included. **Total: \$17,241.50**
- 2 each, 4' high 40" sq. Fence column as per 5/L301 and 4/L302. Foundation, reinforcing, CMU, cultured stone veneer, stucco, paint, precast caps, and signage included. **Total: \$6,554.00**
- 185 LF of 42" high 3 rail wood ranch rail fence set 8' on center painted as per 1/L301. **Total: \$6,618.00**
- 485 LF of 58" high 4 rail wood ranch rail fence set 8' on center painted as per detail 6/L301. **Total: \$13,637.00**
- Permitting. **Total: \$2,104.50**

Framing will be hardie board, painted. The CMU columns will be stucco and painted behind the wood.

Includes: Labor, material, building permit, items as noted above or equivalent, and job related trash removal

Does Not Include: Demolition, engineering, waterproofing, landscape and or sod repair, grading, dewatering, hand digging, cut for footings, temporary fence, sidewalks, concrete pads, erosion control, road crossings, telephone lines, final grading, clearing, compaction or concrete testing (if needed), compaction,



geotechnical testing, survey, right of way permitting, and maintenance of traffic (MOT)

Notes:

- **Seminole Masonry, LLC will not be held responsible for damages to: landscaping, irrigation, curbing, concrete sidewalks/ driveways, or asphalt roadways incurred during the scope of our normal construction process.**
- **Layout of hardscape items to be accomplished from survey control points provided by others.**

DOCUMENTS:

Landscape Plans: Bonnett design group, LLC dated 2020/08/17

Location: Clermont, FL

GUARANTEE: Seminole Masonry shall perform work under this quotation in accordance with plans and specifications noted above.

QUOTATION: Seminole Masonry shall perform the work noted above for the lump sum amount as follows. This quote is valid for thirty days from date above, after which it is subject to review. Signed proposal is required.

Proposed Amount: \$74,421.00

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE ESTIMATE. CONTRACT AMOUNT MUST BE ACCEPTED WITHIN THIRTY (30) DAYS OF THIS PROPOSAL. IF TIMELY ACCEPTED, THIS PROPOSAL BECOMES A CONTRACT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. IN ANY ACTION BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES, COSTS, AND EXPENSES OF INVESTIGATION, DISCOVERY AND LITIGATION. VENUE OF ANY LAWSUITS WILL BE IN SEMINOLE COUNTY, FLORIDA. INVOICES ARE TO BE PAID IN FULL WITHIN FIFTEEN (15) DAYS OF INVOICE DATE AND ARE PAST DUE THEREAFTER. INTEREST ON PAST DUE INVOICES SHALL ACCRUE AT THE MAXIMUM RATE ALLOWED BY LAW.

AUTHORIZED SIGNATURE

DATE

Seminole Masonry, LLC

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

SIGNATURE OF ACCEPTANCE

DATE





PULTE HOME CORPORATION
CONSULTANT PROJECT AGREEMENT
OWNER/CONSULTANT

Scope

Work Order #:	001	Date:	June 26, 2020
Original Consultant Master Agreement Date:		May 18, 2018	
Consultant Master Agreement Number:		On File	
Consultant <u>Project</u> Agreement Date:		March 6, 2020	
Consultant <u>Project</u> Agreement Number:		BDG Proposal Dated: March 12, 2020	
Project Name:	Serenoa Raw (aka Serenoa Village 3)	LDA Number:	410-9912
Project Location:	Lake County, FL	Phase:	01
Community Number:	9912	Account Code:	10312
CONSULTANT:	Bonnett Design Group, LLC	Phone:	407-622-1588
	400 South Orlando Ave., Suite 201	Fax:	
	Maitland, FL 32751	Email:	Todd@bonnettdesigngroup.com
Fed Tax ID No.:	83-0504595	VENDOR ID (Pulte Use):	451BON115

Consultant agrees to perform the Professional Services described in this Consultant Project Agreement for the above-described Project for the Contract Price set forth herein and Developer agrees to pay Consultant the Contract Price subject to all the terms and conditions contained in the Consultant Master Agreement between Consultant and Developer described above. All terms and conditions of such Consultant Master Agreement apply and are incorporated herein by this reference. This Consultant Project Agreement covers the completion of all Professional Services as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above-mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

- Exhibit A: Contract Price and Payment Schedule
- Exhibit B: Scope of and Description of Professional Services
- Exhibit C: Consultant's Insurance Information

Each party signing this Consultant Project Agreement has read the above-described Consultant Master Agreement and the additional provisions contained herein and the exhibits described above and attached hereto and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Consultant acknowledges having received a copy of the Consultant Master Agreement and all exhibits to this Consultant Project Agreement; prior to execution of this Agreement.

OWNER:

PULTE HOME COMPANY, LLC
 a Michigan limited liability company

By: Aaron Struckmeyer 6/26/2020
DocuSigned by: Signature 66155EA6AFB5490... Date
 Aaron Struckmeyer
 Print Name
 Its: Land Planning and Entitlements Manager

CONSULTANT:

BONNETT DESIGN GROUP, LLC

Todd W. Bonnett 6/26/2020
 Signature Date
 Todd W. Bonnett, RLM, LEED AP
 Print Name
 Its: PRINCIPAL / MANAGING MEMBER

EXHIBIT "A"

TO CONSULTANT PROJECT AGREEMENT

CONTRACT PRICE AND PAYMENT SCHEDULE

TOTAL WORK ORDER - \$26,250.00

Twenty-Six Thousand Two Hundred Fifty Dollars and 00/100

Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this contract.

- Conceptual Design & Site Planning Phase \$4,500.00
- Construction Documents Phase - \$17,500.00
- Construction Administration Phase - \$2,000.00
- Reimbursable Expenses - \$750.00
- Color Rendered Conceptual Master Site Plan Graphic - \$1,500.00

Total - \$26,250.00

An invoice date shall be no earlier than the date of Work, or applicable portion thereof, is completed. All invoices must be submitted by Consultant within thirty (30) days of its completion of the Work, or applicable portion thereof. Invoices received after ninety (90) days of the completion of the Work, or applicable portion thereof, shall be null and void. Pulte shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Consultant hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Consultant agrees to notify Pulte within five (5) business days if Consultant has not received payment in full within sixty (60) days of payment becoming due. Failure to so notify all appropriate parties will result in Consultant forfeiting monies due for such completed Work.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

DS
Initial AS

CONSULTANT:
BONNETT DESIGN GROUP, LLC

Initial [Signature]

EXHIBIT "B"



TO CONSULTANT PROJECT AGREEMENT

SCOPE AND DESCRIPTION OF PROFESSIONAL SERVICES

See attached vendor proposal for scope of work

- Conceptual Design & Site Planning Phase
- Construction Documents Phase
- Construction Administration Phase
- Reimbursable Expenses
- Color Rendered Conceptual Master Site Plan Graphic

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

DS
Initial AS

CONSULTANT:
BONNETT DESIGN GROUP, LLC

Initial 



EXHIBIT "C"**TO CONSULTANT PROJECT AGREEMENT****CURRENT INSURANCE INFORMATION:**

	Insurance Carrier	Policy No.	Issue Date	Expire Date
Workers Comp.	Travelers Casualty & Surety Co.	Ub6k532516	6/25/19	6/25/20
Gen. Liability	Phoenix Insurance Company	6603494N887	3/20/19	3/20/20
Prof. Liability	XL Specialty Insurance Co.	Dps9929231	7/22/18	7/22/19
Auto Insurance	Phoenix Insurance Company	6603494n887	3/20/19	3/20/20

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

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Initial AS

CONSULTANT:
BONNETT DESIGN GROUP, LLC

Initial ES





BONNETT design group, llc
landscape architecture . community planning

March 12, 2020

Pulte Group, North Florida Division
c/o Aaron Struckmeyer, P.E.
4901 Vineland Road, Suite 500
Orlando, Florida 32811
407.661.2201 direct
352.339.5824 cell
Aaron.Struckmeyer@PulteGroup.com

Subject: SERENOA VILLAGE 3
COMMUNITY LANDSCAPE ARCHITECTURE – ENHANCED PLANS
LAKE COUNTY, FLORIDA

Dear Mr. Struckmeyer,

We are pleased to submit this proposal to provide the enhanced landscape architectural community design services for the proposed 305 lot Village 3 residential phase within the Serenoa master planned community in Lake County, Florida. This proposal is based on your request for a fee proposal, your desire to plan, design, and construct the enhanced community landscape and hardscape within the new residential phases.

Scope of Work

As requested, the Landscape Architect will provide a community design package consisting of conceptual site planning and conceptual design of the open space amenities including the gated entries & signage and open spaces. The services will be provided through three phases consisting of Conceptual Design & Site Planning, Construction Documentation, and Construction Administration services. The enhanced plans will be based on and consistent with the provided code minimum landscape plans prepared by others.

Scope of Services

We propose the following tasks and corresponding fees:

1. CONCEPTUAL DESIGN & SITE PLANNING PHASE (ENHANCED PLANS): This task will include (1) Providing a community vision for the proposed improvements above and beyond the minimum requirements of Lake County and serve as a guide for the overall community theming & open space design with the intention of providing design consistency with the established Serenoa brand and Pulte influences; (2) Conceptual site planning and design of the gated entries and open space / park spaces; (3) Conceptual design of the landscape and hardscape features; and (4) Coordination with the owner and other consultants to provide a cohesive community design statement for the selected market. This task will specifically address:
 - 1.1 Community Entry and Signage Design: Conceptual site planning and conceptual design sketches for a themed community entry including main entry signage, entry gates, monuments, and walls, as needed.

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- 1.2 Community Park and Open Space Design: Conceptual site planning and design of community opens spaces and parks to include pedestrian circulation, gathering areas, and active and passive recreational opportunities as appropriate.
- 1.3 Conceptual Hardscape Design: Conceptual design of various hardscape elements to include specialty paving details, pedestrian walks, planters, site walls, and fences, as appropriate.
- 1.4 Conceptual Landscape Design: Conceptual landscape design to describe typical plant material selection and massing to create private areas and reinforce public gathering and circulation areas. The design shall include tree plantings, buffer plantings, and accent plantings to reinforce the community vision and shall address the community entry, park and open spaces, and streetscapes to provide a unified planting design. This task will occur in conjunction with the tasks outlined above to provide a cohesive design statement.

The completed conceptual design & site planning studies will be presented as color rendered conceptual site plans, elevations, sections, and sketches as needed to communicate the overall community vision.

The fee for this optional task shall be a lump sum amount of Four Thousand Five Hundred Dollars (\$4,500.00), plus other direct costs.

2. CONSTRUCTION DOCUMENTS (ENHANCED PLANS): This task will commence upon the approval of the Conceptual Design plans for the Entry and Amenity Site Enhanced Plans. A client review set will be prepared at the 75% completion level for purposes of a final client review and coordination. These final plans and specifications will be CAD based construction documents for use in the installation and construction of the enhanced landscape and hardscape beyond the previously provided Code Minimum Plans. **This phase of plans will be suitable for the Construction Plan Submittal to Lake County, as required.** Additionally, this task will include:

- 2.1 The Landscape Site Plans: Landscape Site Plans depicting the relative location and dimensions, based on the civil engineer's site geometry plan, for the various site elements including community entry features, entry gates, community amenities, hardscape elements, and pedestrian walkways.

Preliminary grading information, if applicable, will be provided to the civil engineering consultant for inclusion with his plans; specific detailed grading information necessary for the completion of the design will be provided on the landscape site plans, including aesthetic earthwork features. *(All subsurface drainage, stormwater design, structures, and calculations shall be provided by the civil engineering consultant under a separate contract with the owner.)*

- 2.2 The Landscape Design Plans: Landscape Design Plans and quantified plant material schedule, specifications, general notes, and planting details shall be provided by the Landscape Architect.
- 2.3 The Hardscape Design Plans: Construction documents shall be prepared by the Landscape Architect including drawings, details, and specifications for the various hardscape elements including site signage, wall / fences, and park elements. *(Pool/Fountain construction drawings are not included as part of this agreement. A pool contractor shall be retained by the owner and shall provide final engineering and shop drawings for all pool and water features proposed. Landscape Architect will review shop drawings for design intent only). (Architectural design of the clubhouse/ cabana building & mail kiosk is not included as part of this agreement).*
- 2.4 Irrigation Design Plans and Specifications: Irrigation Design Plans and specifications shall be provided by the Landscape Architect (or his consultant) and coordinated with the proposed Enhanced Landscape Design Plans. Irrigation plans will depict required sleeve sizes and locations for the installation of the irrigation system.

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The fee for this optional task shall be a lump sum amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00), plus other direct costs.

3. **CONSTRUCTION ADMINISTRATION PHASE:** This task may include (1) Pre-final site visit inspections (two visits estimated) to generally review the progress of construction to see if the work completed is generally consistent with the intent of Landscape Architect's Construction Documents and preparation of punch lists as needed; and (2) provide a final site visit inspection (one visit estimated) to review the work completed.

Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

The fee for this task shall be a lump sum amount of Two Thousand Dollars (\$2,000.00), plus other direct costs.

Total Compensation for tasks listed above:

CONCEPTUAL DESIGN & SITE PLANNING PHASE	\$ 4,500.00
CONSTRUCTION DOCUMENTS PHASE	\$17,500.00
CONSTRUCTION ADMINISTRATION PHASE	\$ 2,000.00
TOTAL:	\$24,000.00

Reimbursable expenses allowance	\$ 750.00
Color Rendered Conceptual Master Site Plan Graphic (optional)	\$ 1,500.00

Additional Services:

Grand Total: \$26,250 → 

Additional services, including but not limited to the following, are not provided under the terms of this agreement but may be provided at your request.

1. LEED / Green Building documentation in order to pursue certification(s)
2. Architectural Design of the Community Gatehouse / Cabana / Clubhouse, if applicable
3. Landscape Lighting Design
4. Residential Landscape / Irrigation Design Packages for the Single Family Attached/Detached Homes

Miscellaneous Provisions:

All services listed above shall be invoiced monthly as work progresses. Direct costs including such items as printing, travel, telephone and other expenses incurred directly by the consulting services will be invoiced monthly along with the fees referenced above. Payment shall be due upon receipt of invoice. It is further understood that the accounts thirty (30) days past due the invoice date shall be subject to a one and one-half percent (1-1/2%) per month finance charge (18% annual percentage rate).

Any further services, as mutually agreed, shall be billed hourly at the following hourly rates: Principal - \$150.00, Senior Designer - \$125.00, Designer - \$100.00, CAD Tech - \$75.00, Clerical - \$50.00.

An accurate boundary, tree, and topographic survey of the property shall be provided to the landscape architect, as well as any additional information, which may restrict the use of the site, including utilities, flood plain elevations, easements and other covenants. All civil engineering, environmental and surveying consultants shall be provided by the Client. Client also agrees to provide floor plans and elevations of the proposed clubhouse and gatehouse building(s), if applicable, for use in preparing the requested landscape, hardscape and irrigation plans.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Landscape Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the

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Landscape Architect's liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expense arising out of this agreement from any cause or causes, shall not exceed \$24,000.00 Such causes include, but are not limited to, the Landscape Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

All documents produced by the Landscape Architect under this agreement shall remain the property of the Landscape Architect and may not be used by the Client for any other endeavor without the written consent of the Firm.

This letter of agreement and associated fees shall be valid for a period of Thirty (30) Days from the date of issuance. Once accepted, this agreement may only be modified in writing with the consensus of both parties. This agreement may be terminated by either party with seven (7) days written notice. In the event of termination, the Landscape Architect shall be compensated for all services performed to the termination date, including any direct costs incurred. If you wish to accept this proposal, please sign a copy and return one copy for our records.

If this proposal does not meet your scope of services or fee expectations, please call me so that we may have an opportunity to resolve any issues that you may have.

Thank you for the opportunity to provide our services. We are excited about working together and look forward to getting started soon to meet your schedule and achieve your vision.

With Regards,

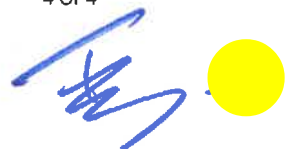


Todd W. Bonnett, RLA, LEED AP, CNU-a
Bonnett Design Group, LLC

APPROVED AND ACCEPTED:

Aaron Struckmeyer
Pulte Group, North Florida Division
DATE: _____

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**CONSULTANT CONTRACT CHANGE ORDER REQUEST # 001**Consultant: Geopoint Surveying, IncDate: July 21, 2020Project: Serenoa Raw (aka Serenoa Village 3)Contract Number: Final Plat, Dated June 25, 2020

The changes described herein shall be governed by the terms and conditions of the contract and shall not in any way alter the terms of the Contract but shall hereafter be a part of the Contract. Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this contract.

Account Code	Item Description	Quantity	Unit	Unit Cost	Amount
10316	Phase 1 & 3				
	Boundary Survey for Plat	1	LS	\$2,400.00	\$2,400.00
	Plat Preparation	1	LS	\$15,000.00	\$15,000.00
	Permanent Reference Monuments (PRMs)	1	LS	\$2,000.00	\$2,000.00
	PCPs and Lot Corners	1	LS	\$11,900.00	\$11,900.00
	Assist with Plat Processing	1	LS	\$1,500.00	\$1,500.00
	Phase 2				
	Boundary Survey for Plat	1	LS	\$2,000.00	\$2,000.00
	Plat Preparation	1	LS	\$14,900.00	\$14,900.00
	Permanent Reference Monuments (PRMs)	1	LS	\$1,100.00	\$1,100.00
	PCPs and Lot Corners	1	LS	\$11,800.00	\$11,800.00
	Assist with Plat Processing	1	LS	\$1,500.00	\$1,500.00
	See vendor proposal attached for details				
				TOTAL:	\$64,100.00

Original Contract Amount: \$1,200.00Net Change by Previous Change Orders: \$0.00Net Change by Current Change Order: \$64,100.00Revised Contract Amount: \$65,300.00Change to Contract Time Requested: N/A

Reason for Change(s): _____

CONSULTANT'S CERTIFICATION:

I certify that all items and amounts shown on the face of this contract change order are correct; that all work has been or will be performed, and material supplied in full accordance with the terms and conditions of the contract. I also certify I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workman's Compensation laws and Mechanics Lien laws insofar as applicable to the performance of this contract.

By: _____

Date: _____

Print Name: _____

Title: _____

ENGINEER'S RECOMMENDATION (If required):

By: _____

Date: _____

Engineer's Name: _____

Company: _____

OWNER'S APPROVAL:

By: _____

Date: _____

Print Name: _____

Title: _____



June 25, 2020
December 13, 2019



Aaron Struckmeyer
Pulte Group – North Florida Division
4901 Vineland Road, Suite 500
Orlando, FL 32811

RE: Serenoa Village 3 – Phases 1 and 3, and Phase 2

Dear Mr. Struckmeyer:

Thank you for selecting GeoPoint Surveying, Inc. to provide survey services for the above referenced project. Our services under this proposal, which will turn into a binding contract upon your signature ("Contract"), are as follows:

Project Assumptions:

1. **Pulte Group, ("Client")** will provide GeoPoint Surveying, Inc. with current and complete digital files in AutoCAD 2008 format of the Construction Plans for the above referenced project, and authorization to use said plans to prepare documents.
2. Client will provide GeoPoint Surveying, Inc. with a complete set of approved construction plans.
3. Client will notify GeoPoint Surveying, Inc. of any and all changes, omissions, and additions to the construction plans, and will provide us with a digital AutoCAD 2008 drawing of any such changes and a revised set of construction plans.
4. This proposal does not include GeoPoint Surveying, Inc identifying areas of conflict in the form of other utilities, pressure pipe, and etc. that may cross or interfere with the proposed installation of water line, force main, sanitary sewer, or storm sewer systems, other than what is shown on construction plans.

Scope of Services:

A. Boundary Survey for Plat:

Provide necessary field and office work to create a Boundary Survey to include all portions of Serenoa Village 3 – Phases 1 and 3, and Phase 2 in accordance with the Standards of Practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

B. Plat Preparation:



1. Prepare a record plat in accordance with Florida Plat Law, and applicable local governmental requirements.
2. GeoPoint will coordinate with engineers, attorneys, title companies, and any other consultants or contractors of Client, as required.
3. Due to the complexities of homeowner's associations, community development districts, and/or other entities that may have an interest in portions of the lands being platted, and/or certain other conditions or restrictions that may pertain to portions of the lands being platted, the Client shall furnish to GeoPoint Surveying, Inc. (i) the desired plat dedication language ("Plat Dedication Language"), addressing the interested parties or conditions, as applicable, (ii) an ownership and encumbrance report prepared by a title underwriter authorized to do business in the State of Florida, identifying all parties having any interest in the lands to be platted, (iii) a list of those parties required to sign, or join in and consent to, the plat, and (iv) signature blocks and notary blocks for all parties required to sign the plat. Any composing, editing, or revising the Plat Dedication Language, and/or editing, revising or adding the signatures, notary blocks, or joinders and consents, beyond the scope of what is normal and customary and/or after the initial submittal thereof by Client, will be subject to additional fees.

C. Permanent Reference Monuments (P.R.M.s):

Provide necessary field work for the setting of all Permanent Reference Monuments (P.R.M.), as required by Florida Plat Law, one time only at the completion of construction and prior to the recording of the plat. Should P.R.M.s need to be set prior to the completion of construction, additional fieldwork may be needed to verify or reset P.R.M.s once construction is complete, and that such work will be subject to additional fees.

D. Permanent Control Points (P.C.P.) and Lot Corners:

1. Provide necessary field work for setting, at the completion of construction but no later than one (1) year from the date the plat was recorded, all Permanent Control Points, as required by Florida Plat Law.
2. Provide necessary field work for setting, at the completion of construction but no later than one (1) year from the date the plat was recorded, all lot corners and points of intersection and changes in direction of lines shown on the plat, which do not require a P.R.M. or P.C.P., as required by Florida Plat Law.

E. Assist with Plat Processing:

GeoPoint Surveying, Inc. will assist with the processing of the plat, which includes preparation of reports and working with client's attorney and engineer in order to facilitate the platting process.



FEE Schedule:**Phases 1 and 3**

Task	Task Description	Fee Type	Amount
A	Boundary Survey for Plat	Lump Sum	\$2,400
B	Plat Preparation	Lump Sum	\$15,000
C	Permanent Reference Monuments (P.R.M.'s)	Lump Sum	\$2,000
D	P.C.P.'s and Lot Corners	Lump Sum	\$11,900
E	Assist with Plat Processing	Lump Sum	\$1,500

Phase 2

Task	Task Description	Fee Type	Amount
A	Boundary Survey for Plat	Lump Sum	\$2,000
B	Plat Preparation	Lump Sum	\$14,900
C	Permanent Reference Monuments (P.R.M.'s)	Lump Sum	\$1,100
D	P.C.P.'s and Lot Corners	Lump Sum	\$11,800
E	Assist with Plat Processing	Lump Sum	\$1,500

Contract TOTAL = \$64,100

If the foregoing and the Terms and Conditions of the Contract in **Attachment "A"**, meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

GeoPoint Surveying, Inc.By: 

(Authorized Signature)

James LeViner, P.S.M.
Vice President
Director of Central Florida Operations
(Print Name and Title)

Accepted By:
Pulte Group – North Florida Division

By: _____

(Authorized Signature)

Date: _____

(Print Name and Title)

File Name: J:\Serenoa\Contracts\Pulte Group\Serenoa Vill 3 Ph1&3 Ph2 Bndy Plat REV Id.JDL 06.25.2020



Attachment "A"

Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

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

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

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.



Attachment "A"

Terms and Conditions

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.





PULTE HOME CORPORATION
CONSULTANT PROJECT AGREEMENT
OWNER/CONSULTANT

Scope

Work Order #:	001	Date:	August 3, 2020
Original Consultant Master Agreement Date:		July 24, 2018	
Consultant Master Agreement Number:		On File	
Consultant <u>Project</u> Agreement Date:		July 27, 2020	
Consultant <u>Project</u> Agreement Number:		PHC SN 1002-1012	
Project Name:	Serenoa Raw	LDA Number:	410-9912
Project Location:	Lake County, FL	Phase:	01
Community Number:	9912	Account Code:	10316
<u>CONSULTANT:</u>	Heidt Design, LLC 5904-A Hampton Oaks Parkway Tampa FL 33610-9509	Phone:	813-253-5311
		Fax:	813-464-7629
		Email:	frankg@heidtdesign.com
Fed Tax ID No.:	26-4799824	VENDOR ID (Pulte Use):	451SMA100

Consultant agrees to perform the Professional Services described in this Consultant Project Agreement for the above-described Project for the Contract Price set forth herein and Developer agrees to pay Consultant the Contract Price subject to all the terms and conditions contained in the Consultant Master Agreement between Consultant and Developer described above. All terms and conditions of such Consultant Master Agreement apply and are incorporated herein by this reference. This Consultant Project Agreement covers the completion of all Professional Services as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above-mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

Exhibit A: Contract Price and Payment Schedule
 Exhibit B: Scope of and Description of Professional Services
 Exhibit C: Consultant's Insurance Information

Each party signing this Consultant Project Agreement has read the above-described Consultant Master Agreement and the additional provisions contained herein and the exhibits described above and attached hereto, and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Consultant acknowledges having received a copy of the Consultant Master Agreement and all exhibits to this Consultant Project Agreement; prior to execution of this Agreement.

OWNER:

PULTE HOME COMPANY, LLC
 a Michigan limited liability company

By: Aaron Struckmeyer 8/27/2020
DocuSigned by: Signature 66135EA6AFB5490... Date
 Aaron Struckmeyer
 Print Name
 Its: Land Planning and Entitlements Manager

CONSULTANT:

HEIDT DESIGN, LLC

Frank Gizzo AUG. 11, 2020
 Signature Date
 Frank Gizzo
 Print Name
 Its: Vice President

EXHIBIT "A"

TO CONSULTANT PROJECT AGREEMENT

CONTRACT PRICE AND PAYMENT SCHEDULE

TOTAL WORK ORDER - \$126,700.00

One Hundred Twenty-Six Thousand, Seven Hundred Dollars and 00/100.

- Inspection Phase Services
 - Phase 1 & 3 - \$28,300.00
 - Phase 2 - \$26,600.00
- Record Certification Services
 - Phase 1 & 3 - \$14,600.00
 - Phase 2 - \$15,200.00
- Record Plat Processing
 - Phase 1 & 3 - \$4,500.00
 - Phase 2 - \$4,500.00
- FEMA MT-2 LOMR-F - \$23,000.00
- Model Home Site Plan -\$5,000.00
- Reimbursables - \$5,000.00

Total - \$126,700.00

An invoice date shall be no earlier than the date of Work, or applicable portion thereof, is completed. All invoices must be submitted by Consultant within thirty (30) days of its completion of the Work, or applicable portion thereof. Invoices received after ninety (90) days of the completion of the Work, or applicable portion thereof, shall be null and void. Pulte shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Consultant hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Consultant agrees to notify Pulte within five (5) business days if Consultant has not received payment in full within sixty (60) days of payment becoming due. Failure to so notify all appropriate parties will result in Consultant forfeiting monies due for such completed Work.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

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Initial

CONSULTANT:
HEIDT DESIGN, LLC


Initial



EXHIBIT "B"

TO CONSULTANT PROJECT AGREEMENT

SCOPE AND DESCRIPTION OF PROFESSIONAL SERVICES

See attached vendor proposal for scope of work

- Inspection Phase Services
- Record Certification Services
- Record Plat Processing
- FEMA MT-2 LOMR-F
- Model Home Site Plan
- Reimbursables

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company


Initial

CONSULTANT:
HEIDT DESIGN, LLC


Initial



EXHIBIT "C"
TO CONSULTANT PROJECT AGREEMENT

CURRENT INSURANCE INFORMATION:

	Insurance Carrier	Policy No.	Issue Date	Expire Date
Workers Comp.	Travelers Casualty and Surety Co of America	UB5J817634	09/24/2019	09/24/2020
Gen. Liability	Phoenix Insurance Company	6802H728544	09/24/2019	09/24/2020
Prof. Liability	Maxum Indemnity Company	PFP603358401	09/24/2019	09/24/2020
Auto Insurance	Phoenix Insurance Company	BA0340P170	09/24/2019	09/24/2020

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

^{DS}

Initial

CONSULTANT:
HEIDT DESIGN, LLC


Initial





HEIDT
— DESIGN —

P: (813) 253-5311 | F: (813) 464-7629
5904-A Hampton Oaks Pkwy.
Tampa, FL 33610
www.heidtdesign.com

Revised: July 27, 2020
June 23, 2020

Mr. Aaron Struckmeyer
Pulte Group
4901 Vineland Road
Orlando, FL 32811

**RE: Serenoa Village 3 Phases 1, 2 & 3
Professional Engineering Services Proposal for Construction Services
Lake County, FL**

Dear Mr. Struckmeyer:

Thank you for your consideration of Heidt Design, LLC (Heidt Design) to assist you with the design and construction services phases of Serenoa Village 3 Phases 1, 2 & 3. Heidt Design is well qualified and equipped to pursue these services on your behalf, and we are eager to provide you with the necessary assistance.

The Scope of Services we propose for the project is as follows:

1.0 ASSUMPTIONS

The services offered herein are based upon the following assumptions:

- A.** Village 3 Phases 1 & 3 of the community, which is proposed to the West of Sawgrass Bay Boulevard consisting of 146 single-family residential units.
- B.** Phase 1, consisting of 129 units, and Phase 3, consisting of 17 units, will be constructed, inspected, as built, and cleared simultaneously.
- C.** Phase 2 will be constructed, inspected, as built and cleared as a separate operation.

2.0 SCOPE OF SERVICES

A. Inspection Phase

- 1. Current minimum required Lake County, Utilities Inc. and other governmental field construction observation and certifications of site work. No full-time inspection shall be provided on the project; however, the Heidt Design inspector will visit the site routinely when construction activities are taking place. Further, he will be available for meetings as requested by Owner or contractor.
- 2. Inspections - Street and Drainage:



Mr. Aaron Struckmeyer

Revised: July 27, 2020

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- a. Review test reports at the completion of the project to ensure compliance with Lake County specifications.
 - b. Inspect subgrade and base with County, contractor, and testing laboratory.
 - c. Inspect storm system in accordance with Lake County specifications.
 - d. Perform a preliminary street & drainage inspection to ensure project is ready for County inspection.
 - e. One final inspection with County, contractor, and developer. One re-inspection to insure completion of final punch list. Any re-inspection of a punch list item shall be extra to this contract.
3. Inspections – Water and Sewer:
- a. Observe water main pressure test with site contractor and Utilities, Inc. representative.
 - b. Inspection and testing of sanitary mains with Utilities, Inc. representative and the site contractor.
 - c. Attend pump station start-up.
 - d. Perform a preliminary utility inspection to ensure project is ready for Utilities, Inc. inspection.
 - e. Final inspection of water and sewer lines with site contractor, Utilities, Inc. representative and developer. One re-inspection to ensure completion of final punch list. Any re-inspection of a punch list item shall be extra to this contract.
 - f. Attend site meetings with client and contractor, as required.
4. Organizing, conducting and follow-up associated with the project pre-construction meeting.
5. Attend progress meetings as scheduled by client.
6. Review and process shop drawings.
7. Review and process pay applications.

B. Engineering Supervision:

1. Organizing, conducting and follow-up associated with the project pre-construction meeting.
2. Conduct site visits as required during construction.
3. Conduct final walk-through with Client, contractor and governmental agencies.
4. Preparation and processing of necessary final certifications.



Mr. Aaron Struckmeyer

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5. Coordination, as required, with Client, governmental agencies, contractors, etc. during the construction phase of the project.

C. Record Certification Services:

1. Coordinate with the client's surveyor and contractor to obtain record drawing information. Record drawing information shall be provided on our construction plans. Surveyor shall provide all information required by the municipality.
2. Prepare a master utility CAD file showing the noted items and information.
3. Preparation and submission of record drawings and engineering certifications of water and sanitary sewer system for acceptance of facilities.
4. Prepare and process engineer certifications to St. Johns River Water Management District and Lake County.
5. Preparation and processing of necessary final certifications.
6. Prepare engineer's certificate of cost as required by Lake County.
7. If partial clearances are required for any portion of this project, these will be billed per the hourly rates included as Attachment B.

D. Record Plat Processing

1. Miscellaneous Document Preparation
 - a. Heidt Design shall prepare Street Addressing Plan as required.
 - b. Heidt Design shall assist surveyor in preparation of temporary and/or off-site easements, as necessary.
2. Plat Processing
 - a. Heidt Design shall coordinate with the Client and Project Surveyor to compile a complete submittal package to Lake County for the subject plats.
 - b. Heidt Design shall respond to questions and comments from Lake County, assigning responsibility for addressing all questions to the appropriate party (surveyor, owner, attorney, as applicable).
 - c. Heidt Design shall notify the Client of Board of County Commissioners meeting dates and cutoffs for submission of materials to achieve a reasonable meeting date.
 - d. Heidt Design shall record the plat in the official record once it is approved by the BOCC.



Mr. Aaron Struckmeyer
Revised: July 27, 2020
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E. FEMA MT-2 LOMR-F Services

1. Modify the FEMA approved storm water models to include Serenoa Village 3.
2. Map the flood limits based on the FEMA approved storm water model, previously prepared.
3. It is assumed that all required survey services will be provided by others. As-built topographic surveys will be required for the FEMA application package.
4. Prepare a FEMA LOMR MT-2 application for Phase 1-3, assuming mass grading of the site will be completed in the initial construction efforts, and submit to Lake County for execution of the community acknowledge form.
5. Upon receipt of the community acknowledgement form and county approval of the Post Development Master Storm Water MT-2 CLOMR application, submit the LOMR MT-2 application package to FEMA.
6. Responses to comments or requests for additional information by Lake County and/or FEMA will be under a separate agreement.

F. Model Home Site Plan

1. Heidt Design will prepare a Model Center Site Plan and submit to Lake County for review.
2. Heidt Design will respond to Requests for Information from the County and process for approval.

G. Reimbursable Expenses

1. Heidt Design will include reimbursable expenses with monthly invoicing.
2. Reimbursable expenses may also include, but not be limited to, mileage and printing associated with site visits, meetings, and submittals.
3. Reproduction of Construction Plans and large format documents.



Mr. Aaron Struckmeyer
Revised: July 27, 2020
June 23, 2020
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H. Revisions

1. So that project scheduling and permitting will not be interrupted as the result of Work Order preparation/execution, the following revisions will be performed on an hourly basis at prevailing hourly rates, after verbal authorization by Client, to be followed by written confirmation by Heidt Design. Generally, the cost of each individual revision may be quoted. Revisions covered include:
 - a. Revisions requested by the Client, including, revisions resulting from aesthetic considerations, parcel configuration changes or parcel related revisions, market driven revisions, fill requirements, etc.
 - b. Revisions required by reviewing agencies resulting from new or modified standards not found in the application technical/regulation manuals at the time of design and not specified in pre-design meetings.



Mr. Aaron Struckmeyer
 Revised: July 27, 2020
 June 23, 2020
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3.0 COMPENSATION

Task Number	Description	Heidt Design Job No.	Fee Type	Fee Amount
2A.	Inspection Phase Services			
	Phase 1 & 3	PHC SN 1002	Lump Sum	\$28,300
	Phase 2	PHC SN 1003	Lump Sum	\$26,600
2B.	Engineering Supervision			
	Phase 1 & 3	PHC SN 1004	Hourly	N/A
	Phase 2	PHC SN 1005	Hourly	N/A
2C.	Record Certification Services			
	Phase 1 & 3	PHC SN 1006	Lump Sum	\$14,600
	Phase 2	PHC SN 1007	Lump Sum	\$15,200
2D.	Record Plat Processing			
	Phase 1 & 3	PHC SN 1008	Lump Sum	\$4,500
	Phase 2	PHC SN 1009	Lump Sum	\$4,500
2E.	FEMA MT-2 LOMR-F	PHC SN 1010	Lump Sum	\$23,000
2F.	Model Home Site Plan	PHC SN 1011	Lump Sum	\$5,000
2G.	Reimbursables	PHC SN 1000	Hourly, NTE	\$5,000
2H.	Revisions	PHC SN 1012	Hourly	N/A
TOTALS				\$126,700

NOTE: The inspection and certification fees are based on the assumption that a mutually agreed upon surveying company will provide construction staking and record surveying services. Record survey information needs to be provided on Heidt Design's Construction Plans and meet Florida Minimum Technical Standards and include the signature and seal of a licensed professional surveyor. All items required by the municipality must be included in the record survey. All items provided by the surveyor shall be in a format acceptable to Heidt Design.

Mr. Aaron Struckmeyer
Revised: July 27, 2020
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4.0 WORK SPECIFICALLY EXCLUDED FROM THIS CONTRACT

- A.** Traffic / Transportation Engineering Services.
- B.** Ecological services.
- C.** Model home center plan preparation and permitting.
- D.** Design of retaining walls or structural improvements of any kind.
- E.** Any services associated with FHA/VA processing.
- F.** Redesign due to changes imposed by Client or which may be required in the event of additional laws, regulations or policies are promulgated by governmental agencies subsequent to date of this agreement.
- G.** Preparation of enhanced landscape, hardscape, signage, or monumentation plans.
- H.** Any services associated with preparation of legal documentation.
- I.** Threatened or endangered species review, reporting or permitting.
- J.** Any services associated with ACOE permitting.
- K.** Application for a MT-1 FEMA LOMR, and any associated detailed drainage models that would be required as a result of the FEMA LOMR-F application review, are excluded from this Agreement.
- L.** Any services not specifically described herein are considered not to be included. If any additional services are requested, they shall be rendered after receipt of written authorization from the Client, in accordance with the attached hourly Fee Schedule, unless otherwise agreed to in a lump sum Additional Services Addendum.
- M.** Partial clearance or additional phasing of construction shall be considered an extra to this contract.



Mr. Aaron Struckmeyer
Revised: July 27, 2020
June 23, 2020
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5.0 SUMMARY

The scope is limited to the task items described herein. In addition to the matters set forth herein, this agreement shall include, and shall be subject to, the General Conditions and the Fee Schedule attached hereto and incorporated herein. The term "The Client" shall refer to Pulte Group.

If this proposal is acceptable, please provide your authorization in the space provided below and return one signed copy of this agreement to our office.

We appreciate this opportunity to be of service to you.

Sincerely,

HEIDT DESIGN, LLC



Frank T. Gizzo
Vice President

Attachments: General Conditions and Hourly Rate Schedule

C: Tim Plate, Heidt Design, LLC
Jeremy Morton, Heidt Design, LLC
Daniel Bass, Heidt Design, LLC

AUTHORIZATION

The Scope of Services and Contractual Conditions are acceptable and Heidt Design, LLC is authorized to proceed.

Signature: _____

Name (Print): _____

Title: _____

Date: _____

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Attachment B
HEIDT DESIGN, LLC
FEE SCHEDULE
(Effective March 15, 2018)

<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
Administrative Assistant	\$85.00
Designer I	\$95.00
Designer II	\$105.00
Designer III	\$115.00
GIS Analyst	\$130.00
Construction Inspector II	\$140.00
Ecologist II	\$150.00
Community Planner I	\$115.00
Community Planner II	\$145.00
Land Planner II	\$145.00
Landscape Architect II	\$135.00
Landscape Architect III	\$150.00
Engineer I	\$130.00
Engineer II	\$145.00
Engineer III	\$155.00
Project Manager I	\$145.00
Project Manager II	\$170.00
Principal	\$220.00
District Engineer	\$225.00

Initial _____





PULTE HOME CORPORATION
WORK ORDER AGREEMENT
OWNER/CONTRACTOR (TRADE)
Scope

Work Order #:	002	Date:	February 21, 2021
Original Master Trade Agreement Date:			
Master Trade Agreement Number:		On File	
Contractor <u>Project</u> Agreement Date:		June 25, 2020	
Contractor <u>Project</u> Agreement Number:		Site Work Contract – Ph 2	
Project Name:	Serenoa Lakes	LDA Number:	410-6439
Project Location:	Lake County, FL	Phase:	02
Community Number:		Account Code:	See Attached Exhibit B
CONTRACTOR:	Blue Ox Enterprises, LLC 500 North Way Sanford, FL 32773	Phone:	(407) 339-4800
		Fax:	(407) 339-4839
		Email:	mlembrich@blueoxland.com
Fed Tax ID No.:	20-2296476	VENDOR ID (Pulte Use):	451BLU103

Contractor agrees to perform the Professional Services described in this Work Order Agreement for the above-described Project for the Contract Price set forth herein and Developer agrees to pay Contractor the Contract Price subject to all the terms and conditions contained in the Master Trade Agreement between Contractor and Developer described above. All terms and conditions of such Master Trade Agreement apply and are incorporated herein by this reference. This Work Order Agreement covers the completion of all Professional Services as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above-mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

- Exhibit A: Contract Price and Payment Schedule
- Exhibit B: Scope of and Description of Professional Services
- Exhibit C: Contractor's Insurance Information
- Exhibit D: Contractor's Proposal
- Exhibit E: Contractor's Schedule

Each party signing this Work Order Agreement has read the above-described Master Trade Agreement and the additional provisions contained herein and the exhibits described above and attached hereto and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Contractor acknowledges having received a copy of the Master Trade Agreement and all exhibits to this Work Order Agreement; prior to execution of this Agreement.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

DocuSigned by:
By: Amy Steiger 3/12/2021
Signature: _____ Date: _____
Amy Steiger
Print Name
Its: Land Development Manager

CONTRACTOR:
BLUE OX ENTERPRISES, LLC

[Signature]
Signature: _____ Date: _____
Matthew L Embich
Print Name
Its: CFO

EXHIBIT "A"
TO CONTRACTOR PROJECT AGREEMENT
CONTRACT PRICE AND PAYMENT SCHEDULE

Lump Sum Not to Exceed \$1,574,286.79

One Million Five Hundred Seventy-Four Thousand Two Hundred Eighty-Six Dollars and 79/100.

Prices listed in this Work Order Agreement and as shown in the proposal shall remain in effect for the duration of the project. Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this work order agreement.

See attached vendor proposal for scope of services

Summary of Coding

Serenoa Lakes – Phase 2	
LDA CODE	AMOUNT
10400 - Clearing	\$0.00
10416 - Earthwork	\$95,466.57
10438 - Sanitary Sewer	\$317,186.75
10442 - Storm Sewer	\$294,837.94
10444 - Water System	\$237,649.69
10448 – Reuse System	\$159,757.67
10452 – Retaining Walls	\$0.00
10458 – Roadwork	\$469,388.17
Total:	\$1,574,286.79

An invoice date shall be no earlier than the date of Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within thirty (30) days of its completion of the Work, or applicable portion thereof. Invoices received after ninety (90) days of the completion of the Work, or applicable portion thereof, shall be null and void. Pulte shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor agrees to notify Pulte within five (5) business days if Contractor has not received payment in full within sixty (60) days of payment becoming due. Failure to so notify all appropriate parties will result in Contractor forfeiting monies due for such completed Work.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

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Initial

CONTRACTOR:
BLUE OX ENTERPRISES, LLC


Initial

EXHIBIT "B"

TO CONTRACTOR PROJECT AGREEMENT

SCOPE AND DESCRIPTION OF PROFESSIONAL SERVICES

General Conditions:

- Scope of work includes all work proposed in the following:
- Lake County Approved Plans by Heidt Engineering
- Substantial completion of infrastructure within 150 calendar days of the below assumed dates:
 - **3/15/21 – Phase 2 Start Date**
 - **8/15/21 – Substantial Completion Date**
- Final Completion – as evidenced by a Certificate of Completion by Lake County within 180 calendar days of the below assumed dates:
 - **3/15/21 – Phase 2 Start Date**
 - **9/15/21 – Final Completion Date**
- As-builts/Asset, Tables/Deflection Charts to be completed by Contractor and provided to Owner/Engineer of Record Upon Request
- All wells and septic tanks (if any) located on site shall be abandoned and Contractor shall obtain a completion report from the associated Agencies.
- All lots shall be seeded & mulched.
- Bahai sod shall be installed along the right of way 4-feet from curb towards all lots and shall also be installed along pond banks including top of bank for ponds.
- Pad grades for the single-family lots shall be 8" Below FF and all final grades on site shall be +/- 0.1' from proposed. All lots/pads (4 corners and center) shall be staked to show requirement is met.
- Contractor shall stake lot corners, transformer locations and street-lights as shown on the SECO Energy infrastructure design.
- Organics (soil) shall not be located within any portion of the lots.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company



CONTRACTOR:
BLUE OX ENTERPRISES, LLC





Initial

Initial

EXHIBIT "C"**TO CONTRACTOR PROJECT AGREEMENT****CURRENT INSURANCE INFORMATION:**

	Insurance Carrier	Policy No.	Issue Date	Expire Date
Workers Comp.	Bridgefield Employers Insurance Co.	0830-56551-000	10/01/20	10/01/21
Gen. Liability	National Trust Insurance Co.	GL100049934	7/11/20	7/11/21
Prof. Liability	N/A			
Auto Insurance	FCCI Commercial Ins. Co.	CA 100058749	7/11/20	7/11/21

OWNER:

PULTE HOME COMPANY, LLC
a Michigan limited liability company

as
Initial

CONTRACTOR:

BLUE OX ENTERPRISES, LLC

[Signature]
Initial



EXHIBIT "F"

**SUBCONTRACTOR CERTIFICATION
STORMWATER POLLUTION PREVENTION PLAN**

Permit Number: _____

Project Name: **Serenoa Lakes Phase 2**

Operator: **PULTE HOME COMPANY, LLC**

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review on site.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

"I certify under the penalty of law that I have read and understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit (DEP) for Storm Water Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder"

This certification is hereby signed in reference to the above-named project:

Company: _____

Address: _____

Telephone Number: _____

Scope of work: _____

Signature: _____

Title: _____

Date: _____



PROJECT NAME
COMPANY
PLAN REVISIONS THRU DATE
BID DATE

SERENOA PH-2
BLUE OX
APPROVED
6/3/2020

PROPOSAL #2020-189-01

REVISED 6-25-20

10416 - EARTHWORK	\$95,466.57
10438 - SANITARY SEWER	\$317,186.75
10442 - STORM SEWER	\$294,837.94
10444 - POTABLE WATER	\$237,649.69
10448 - RECLAIMED WATER	\$159,757.67
10458 - ROADWORK	\$469,388.17
TOTAL	\$1,574,286.79

10416 - EARTHWORK (Includes - Excavation, Grading, Mobilization, General Conditions, Seeding, Sodding)					
TOTAL 10416					\$95,466.57
LDA CODE	Item	Unit	Qty	Unit Cost	Construction Cost
10416	INLET PROTECTION	EA	23.00	\$121.29	\$2,789.67
10416	SILT FENCE	LF	360.00	\$1.13	\$406.80
10416	R/W GRADING	SY	10,635.00	\$0.48	\$5,104.80
10416	R/W SOD	SY	380.00	\$2.12	\$805.60
10416	SEED & MULCH ROW	ACR	1.50	\$1,062.00	\$1,593.00
10416	STRIP SOD	SY	2,355.00	\$2.12	\$4,992.60
10416	SURVEY	LS	1.00	\$14,231.75	\$14,231.75
10416	ASBUILTS	LS	1.00	\$10,651.25	\$10,651.25
10416	MOBILIZATION	LS	1.00	\$18,688.25	\$18,688.25
10416	GEOTECH TESTING	LS	1.00	\$29,972.00	\$29,972.00
10416	ENVIRONMENTAL	LS	1.00	\$2,690.85	\$2,690.85
10416	S.W.P.P.P.	LS	1.00	\$3,540.00	\$3,540.00
10416					\$0.00
10438 - SANITARY SEWER					
TOTAL 10438					\$317,186.75
LDA CODE	Item	Unit	Qty	Unit Cost	Construction Cost
GRAVITY SEWER					
10438	8" PVC 0-6 SDR 26	LF	699.00	\$15.80	\$11,044.20
10438	8" PVC 6-8 SDR 26	LF	751.00	\$17.07	\$12,819.57
10438	8" PVC 8-10 SDR 26	LF	475.00	\$19.77	\$9,390.75
10438	8" PVC 10-12 SDR 26	LF	510.00	\$22.47	\$11,459.70
10438	8" PVC 12-14 SDR 26	LF	420.00	\$26.52	\$11,138.40
10438	8" PVC 14-16 SDR 26	LF	246.00	\$30.10	\$7,404.60
10438	8" PVC 16-18 SDR 26	LF	558.00	\$35.21	\$19,647.18
10438	8" PVC 18-20 SDR 26	LF	413.00	\$40.03	\$16,532.39
10438	MANHOLE 0-6	EA	5.00	\$3,664.36	\$18,321.80
10438	MANHOLE 6-8	EA	3.00	\$4,134.93	\$12,404.79
10438	MANHOLE 8-10	EA	1.00	\$4,600.53	\$4,600.53
10438	MANHOLE 10-12	EA	1.00	\$5,084.69	\$5,084.69
10438	MANHOLE 12-14	EA	2.00	\$5,439.29	\$10,878.58
10438	MANHOLE 14-16	EA	1.00	\$5,935.73	\$5,935.73
10438	MANHOLE 16-18	EA	3.00	\$6,309.39	\$18,928.17
10438	MANHOLE 18-20	EA	1.00	\$9,438.53	\$9,438.53
10438	SINGLE LATERAL	EA	31.00	\$600.35	\$18,610.85
10438	DOUBLE LATERAL	EA	59.00	\$680.26	\$40,135.34

10438	CLEAN SANITARY LINES	LF	4,072.00	\$1.77	\$7,207.44
10438	TEST SANITARY LINES	LF	4,072.00	\$1.20	\$4,886.40
10438	T.V. SANITARY LINES	LF	4,072.00	\$1.95	\$7,940.40
10438	TIE TO EXISTING MANHOLE	LS	1.00	\$1,559.39	\$1,559.39
10438	DROP CONNECTION	EA	2.00	\$1,558.10	\$3,116.20
10438	WELL POINTS	LF	4,072.00	\$11.96	\$48,701.12
10438					\$0.00
SUBTOTAL GRAVITY SEWER					\$317,186.75
10442 - STORM SEWER					
TOTAL 10442					\$294,837.94
LDA CODE	Item	Unit	Qty	Unit Cost	Construction Cost
10442	18" RCP	LF	566.00	\$35.85	\$20,291.10
10442	24" RCP	LF	280.00	\$48.28	\$13,518.40
10442	30" RCP	LF	668.00	\$65.87	\$44,001.16
10442	36" RCP	LF	737.00	\$87.09	\$64,185.33
10442	42" RCP	LF	260.00	\$110.48	\$28,724.80
10442	STORM MANHOLE	EA	2.00	\$2,144.43	\$4,288.86
10442	J MANHOLE	EA	4.00	\$4,018.72	\$16,074.88
10442	P-3 INLET	EA	4.00	\$3,445.86	\$13,783.44
10442	P-4 INLET	EA	11.00	\$3,617.36	\$39,790.96
10442	SET P-3 INLET TOP	EA	1.00	\$1,883.74	\$1,883.74
10442	SET P-4 INLET TOP	EA	1.00	\$1,924.85	\$1,924.85
10442	J-3 INLET	EA	1.00	\$4,798.26	\$4,798.26
10442	J-4 INLET	EA	3.00	\$5,091.37	\$15,274.11
10442	CLEAN STORM	LF	2,511.00	\$2.71	\$6,804.81
10442	TEST STORM	LF	2,511.00	\$3.84	\$9,642.24
10442	TIE TO EXISTING STR	EA	3.00	\$1,689.00	\$5,067.00
10442	WELL POINTS	LF	400.00	\$11.96	\$4,784.00
10442					\$0.00
10444 - POTABLE WATER					
TOTAL 10444					\$237,649.69
LDA CODE	Item	Unit	Qty	Unit Cost	Construction Cost
10444	6" PVC	LF	40.00	\$13.31	\$532.40
10444	8" PVC	LF	4,495.00	\$16.89	\$75,920.55
10444	8" DIP	LF	120.00	\$33.14	\$3,976.80
10444	WM SINGLE SERVICE	EA	5.00	\$546.79	\$2,733.95
10444	WM DOUBLE SERVICE	EA	74.00	\$922.36	\$68,254.64
10444	WATER FITTINGS	LS	1.00	\$20,899.32	\$20,899.32
10444	8" GATE VALVE	EA	11.00	\$1,402.62	\$15,428.82
10444	FIRE HYDRANT	EA	8.00	\$4,751.98	\$38,015.84
10444	2" BLOW OFF	EA	1.00	\$1,517.83	\$1,517.83
10444	2" JUMPER	EA	1.00	\$1,162.83	\$1,162.83
10444	TEST WATER LINES	LF	4,655.00	\$1.75	\$8,146.25
10444	TIE TO EXISTING WATER	EA	1.00	\$1,060.46	\$1,060.46
10444					\$0.00
10448 - RECLAIMED WATER					
TOTAL 10448					\$159,757.67
LDA CODE	Item	Unit	Qty	Unit Cost	Construction Cost
10448	6" PVC	LF	3,860.00	\$13.31	\$51,376.60
10448	6" DIP	LF	180.00	\$28.13	\$5,063.40
10448	RM SINGLE SERVICE	EA	19.00	\$546.79	\$10,389.01
10448	RM DOUBLE SERVICE	EA	65.00	\$922.36	\$59,953.40
10448	RECLAIM FITTINGS	EA	1.00	\$18,878.76	\$18,878.76

10448	6" GATE VALVE	EA	6.00	\$1,014.54	\$6,087.24
10448	TEST RECLAIM LINES	LF	4,040.00	\$1.72	\$6,948.80
10448	TIE TO EXISTING REUSE	EA	1.00	\$1,060.46	\$1,060.46
10448					\$0.00
10458 - ROADWORK - INCLUDES SUBGRADE, BASE, ASPHALT, CURB, SIDEWALKS, ADA RAMPS, SLEEVES					
TOTAL 10458					\$469,388.17
LDA CODE	Unit	Qty	Qty	Unit Cost	Construction Cost
10458	ASPHALT 1.5"	SY	11,140.00	\$9.44	\$105,161.60
10458	CRUSHED CONCRETE 6"	SY	11,140.00	\$13.99	\$155,848.60
10458	STABILIZER 12"	SY	13,800.00	\$4.63	\$63,894.00
10458	MIAMI CURB	LF	7,825.00	\$12.50	\$97,812.50
10458	TRENCH CURB	LF	155.00	\$13.14	\$2,036.70
10458	5' SIDEWALK 4" THICK	LF	410.00	\$19.14	\$7,847.40
10458	5' WHEEL CHAIR RAMP	EA	7.00	\$1,212.11	\$8,484.77
10458	SIGNS-PAVEMENT MARKINGS	LS	1.00	\$28,302.60	\$28,302.60
10494					\$0.00

Notes:

- 1 Well or septic abandonment is not included in this Proposal.
- 2 Construction layout is included for Contractors scope of work only
- 3 Proposal is without Geotechnical data.
- 4 Proposal is based on no unsuitable/contaminated material removal and/or replacement.
- 5 Contractors schedule is subject to revision should adverse or changed conditions occur.
- 6 Proposal on lot grading to be left 8" below finished floor +/- 2 inches.
- 7 No hardscape, walls, fences, irrigation or landscaping in this proposal.
- 8 Chemical testing or treatment of any dewatering is not included.
- 9 All Pipe work is bid with the assumption that on-site fill is acceptable backfill material.
- 10 Proposal for pond and swales to be sodded and graded one time.
- 11 This proposal is subject to a mutually agreed upon contract and payment schedule.
- 12 Sidewalk included for common areas only.
- 13 All permits and fees by others.
- 14 Blue Ox will verify topo after clearing operation has been performed.
- 15 Relocation of existing utilities by others unless specifically listed above.
- 16 Paving proposal is for one lift and one mobilization only. Add \$5,400.00 for each addl. Mobilization.
- 17 Modification of existing pump stations not included in this proposal unless specifically listed above.
- 18 This proposal is based on HEIDT ENGINEERING approved plans.



PULTE HOME CORPORATION
WORK ORDER AGREEMENT
OWNER/CONTRACTOR (TRADE)

Scope

Work Order #:	001	Date:	January 14, 2021
Original Master Trade Agreement Date:			
Master Trade Agreement Number:		On File	
Contractor <u>Project</u> Agreement Date:		January 6, 2021	
Contractor <u>Project</u> Agreement Number:		Proposal Outside Gate - 2088	
Project Name:	Serenoa Lakes	LDA Number:	410-7381
Project Location:	Lake County, FL	Phase:	1 - Outside Gate
Community Number:	7381	Account Code:	10502
CONTRACTOR:	Ground Preserve Landscape Contractors, LLC P.O. Box 721327 Orlando, FL 32822	Phone:	321-945-5061
		Fax:	
		Email:	groundpreserve@yahoo.com
Fed Tax ID No.:	81-3147122	VENDOR ID (Pulte Use):	451GRO102

Contractor agrees to perform the Professional Services described in this Work Order Agreement for the above-described Project for the Contract Price set forth herein and Developer agrees to pay Contractor the Contract Price subject to all the terms and conditions contained in the Master Trade Agreement between Contractor and Developer described above. All terms and conditions of such Master Trade Agreement apply and are incorporated herein by this reference. This Work Order Agreement covers the completion of all Professional Services as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

- Exhibit A: Contract Price and Payment Schedule
- Exhibit B: Scope of and Description of Professional Services
- Exhibit C: Contractor's Insurance Information
- Exhibit D: Contractor's Proposal
- Exhibit E: Contractor's Schedule
- Exhibit F: Contractor's SWPPP Certification

Each party signing this Work Order Agreement has read the above-described Master Trade Agreement and the additional provisions contained herein and the exhibits described above and attached hereto, and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Contractor acknowledges having received a copy of the Master Trade Agreement and all exhibits to this Work Order Agreement; prior to execution of this Agreement.

OWNER:

PULTE HOME COMPANY, LLC
 a Michigan limited liability company

By: Amy Steiger 2/2/2021
DocuSigned by: Signature 986E9684F0...

Amy Steiger

Print Name

Its: Land Development Manager

CONTRACTOR:

GROUND PRESERVE LANDSCAPE
 CONTRACTORS, LLC

John Bencon 1-15-2021
Signature Date

JOHN BENCON
 Print Name

Its: OWNER

EXHIBIT "A"

TO CONTRACTOR PROJECT AGREEMENT

CONTRACT PRICE AND PAYMENT SCHEDULE

Lump Sum Not to Exceed: **\$107,523.35**

One Hundred Seven Thousand Five Hundred Twenty-Three Dollars and 35/100.

Prices as listed in this Work Order Agreement and as shown in the proposal shall remain in effect for the duration of the project. Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this contract.

Serenoa Lakes – Outside Gates Landscaping & Irrigation

An invoice date shall be no earlier than the date of Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within thirty (30) days of its completion of the Work, or applicable portion thereof. Invoices received after ninety (90) days of the completion of the Work, or applicable portion thereof, shall be null and void. Pulte shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor agrees to notify Pulte within five (5) business days if Contractor has not received payment in full within sixty (60) days of payment becoming due. Failure to so notify all appropriate parties will result in Contractor forfeiting monies due for such completed Work.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

^{DS}
as
Initial

CONTRACTOR:
GROUND PRESERVE LANDSCAPE
CONTRACTORS, LLC

JB
Initial

EXHIBIT "B"

TO CONTRACTOR PROJECT AGREEMENT

SCOPE AND DESCRIPTION OF PROFESSIONAL SERVICES

See attached vendor proposal for scope of services

Serenoa Lakes – Outside Gates Landscaping & Irrigation

Scope of work includes all work proposed in the following:

- Landscape / Irrigation Plans from Bonnett Design, Dated: 12/07/20, File: 2020-12-07_Serenoa Village 3_Rev2.pdf
- Permitting Fees
- Start Date at Entry: February 15, 2021
- Completion of entry work shall be within 45 days of commencement.
- Receipt of Final Certificate of Completion from Lake County shall be received within 55 days of commencement.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

^{DS}
as
Initial

CONTRACTOR:
GROUND PRESERVE LANDSCAPE
CONTROLS, LLC

JB
Initial



EXHIBIT "C"
TO CONTRACTOR PROJECT AGREEMENT

CURRENT INSURANCE INFORMATION:

	Insurance Carrier	Policy No.	Issue Date	Expire Date
Workers Comp.	Markel Insurance Company	MWC0098322-02	07/27/2019	07/27/2020
Gen. Liability	Nationwide Insurance Company of America	ACP3017634353	08/03/2019	08/03/2020
Prof. Liability				
Auto Insurance	Allied Insurance Company of America	ACP3008511024	12/15/2018	12/15/2019

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

^{DS}
as

Initial

CONTRACTOR:
GROUND PRESERVE LANDSCAPE
CONTROLS, LLC

JB

Initial



EXHIBIT "F"

**SUBCONTRACTOR CERTIFICATION
STORMWATER POLLUTION PREVENTION PLAN**

Permit Number: _____

Project Name: _____

Operator: **PULTE HOME COMPANY, LLC**

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review on site.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

"I certify under the penalty of law that I have read and understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit (DEP) for Storm Water Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder"

This certification is hereby signed in reference to the above named project:

Company: _____

Address: _____

Telephone Number: _____

Scope of work: _____

Signature: _____

Title: _____

Date: _____





Ground Preserve Landscape Contractors LLC

P.O. Box 721327

Orlando, FL 32822

Estimate

ADDRESS

PULTE HOMES - 1045
PO Box 3660
Portland, OR 97208 USA

ESTIMATE # 2088

DATE 01/06/2021

JOB NAME

SERENOA LAKES-Outside Gate

ACTIVITY	QTY	RATE	AMOUNT
Install SERENOA LAKES (AKA SERENOA VILLAGE 3) / OUTSIDE GATE	1	0.00	0.00
Install SWEET VIBURNUM, 3G	60	13.00	780.00
Install RED MAPLE, 2.5" C, 10 FT	16	350.00	5,600.00
Install CRAPE MYRTLE, 2"C, 8-10 FT	6	290.00	1,740.00
Install SLASH PINE, 2" C , 8-10 FT	11	220.00	2,420.00
Install LIVE OAK, 8" C, 22-24 FT, 12 FT SPRD	5	4,700.00	23,500.00
Install SABAL PALM, 12- 15 FT MIXED, REGENERATED	3	315.00	945.00
Install BALD CYPRESS, 2.5" C, 8 FT	5	315.00	1,575.00
Install FIRE BUSH, 3G	225	13.00	2,925.00
Install DWARF	36	13.00	468.00

JB

ACTIVITY	QTY	RATE	AMOUNT
FIREBUSH, 3G			
Install MAUI RED IXORA, 3G	52	13.00	676.00
Install PLUMBAGO, 3G	89	12.00	1,068.00
Install SILVER SAW PALMETTO, 3G	272	21.00	5,712.00
Install SAND CORD GRASS, 3G	106	10.00	1,060.00
Install FAKAHATCHEE GRASS, 3G	43	10.00	430.00
Install COONITE, 3G	298	18.00	5,364.00
Install LILY OF THE NILE, 1G	480	4.75	2,280.00
Install DESERT CANDLE/BULBINE, 1G	283	4.85	1,372.55
Install VARIEGATED FLAX LILY, 1G	162	4.85	785.70
Install PARSON'S JUNIPER, 1G	190	4.85	921.50
Install MUHLY GRASS, 1G	438	4.85	2,124.30
Install ASIAN JASMINE, 1G	272	4.35	1,183.20
Install BAHIA SOD, PER SQUARE FOOT	4,977	0.30	1,493.10
Install PINE BARK MULCH	1	9,300.00	9,300.00
Install IRRIGATION, LABOR & MATERIALS	1	33,800.00	33,800.00

TOTAL

\$107,523.35


Accepted By

Accepted Date





PULTE HOME CORPORATION
WORK ORDER AGREEMENT
OWNER/CONTRACTOR (TRADE)

Scope

Work Order #:	001	Date:	October 1, 2020
Original Master Trade Agreement Date:		November 13, 2013	
Master Trade Agreement Number:		719285—0000-1	
Contractor <u>Project</u> Agreement Date:		August 18, 2020	
Contractor <u>Project</u> Agreement Number:		20-254	
Project Name:	Serenoa Lakes	LDA Number:	410-7381
Project Location:	Clermont, Lake County, FL	Phase:	1
Community Number:	7381	Account Code:	10606
CONTRACTOR:	Seminole Masonry, Inc. Blake Roden 3850 E. Lake Mary Blvd Sanford, FL 32773	Phone:	407-971-2464
		Fax:	407-971-2519
		Email:	BRoden@seminolemasonry.com
Fed Tax ID No.:	59-3567153	VENDOR ID (Pulte Use):	450719285

Contractor agrees to perform the Professional Services described in this Work Order Agreement for the above-described Project for the Contract Price set forth herein and Developer agrees to pay Contractor the Contract Price subject to all the terms and conditions contained in the Master Trade Agreement between Contractor and Developer described above. All terms and conditions of such Master Trade Agreement apply and are incorporated herein by this reference. This Work Order Agreement covers the completion of all Professional Services as described in the Exhibits and documents attached hereto, as well as those herein referenced, for the above mentioned Project.

The following Exhibits and documents are attached hereto and made a part hereof by this reference:

- Exhibit A: Contract Price and Payment Schedule
- Exhibit B: Scope of and Description of Professional Services
- Exhibit C: Contractor's Insurance Information
- Exhibit D: Contractor's Proposal
- Exhibit E: Contractor's Schedule
- Exhibit F: Contractor's SWPPP Certification

Each party signing this Work Order Agreement has read the above-described Master Trade Agreement and the additional provisions contained herein and the exhibits described above and attached hereto, and accepts and agrees to be bound thereby as though such materials appeared over their signatures. Contractor acknowledges having received a copy of the Master Trade Agreement and all exhibits to this Work Order Agreement; prior to execution of this Agreement.

OWNER:
PULTE HOME COMPANY, LLC
a Michigan limited liability company

DocuSigned by:
By: Amy Steiger 11/16/2020
Signature _____ Date _____
Amy Steiger
Print Name _____
Its: Land Development Manager

CONTRACTOR:
SEMINOLE MASONRY, LLC.

[Signature] 10-6-20
Signature _____ Date _____
Blake Roden
Print Name _____
Its: Pres. / CEO

EXHIBIT "A"

TO CONTRACTOR PROJECT AGREEMENT **CONTRACT PRICE AND PAYMENT SCHEDULE**

Lump Sum Not to Exceed: \$232,844.00

Two Hundred Thirty-Two Thousand Eight Hundred Forty-Four Dollars and 00/100.

HARDSCAPE:

- 2 each, 16' 7" x 4' high entry sign wall as per 1/L301 and 1/L302. Foundation, reinforcing, CMU, cultured stone veneer, framing, stucco, paint, signage, and precast caps included. **Total: \$28,266.00**
- 4 each, 6' high neighborhood entry column as per 4/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps, precast ledge, and signage included. **Total: \$34,483.00**
- 2 each, 6' high, entry gate column as per 3/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps and precast ledge included. Does not have logo included **Total: \$16,706.00**
- 6 each, 4' high 40" sq. Fence column as per 5/L301 and 4/L302. Foundation, reinforcing, CMU, cultured stone veneer, stucco, paint, precast caps, and signage included. **Total: \$19,664.00**
- 185 LF of 42" high 3 rail wood ranch rail fence set 8' on center painted as per 1/L301. **Total: \$6,618.00**
- 749 LF of 58" high 4 rail wood ranch rail fence set 8' on center painted as per detail 6/L301. **Total: \$21,060.00**
- 1,736 LF of 6' high x 6' wide tan PVC fence. **Total: \$45,268.00**
- **LS Gates and Automation. To include:**
 - 1 each, Elite model "EL2000" telephone entry device with:
 - 2000 flexible codes
 - Transaction monitoring
 - Call button
 - Recessed, lighted, ADA compliant keypad
 - Non-volatile memory

<https://www.liftmaster.com/for-homes/access-control-systems/internet-enabled-telephone-entry-systems/model-el2000>

- 1 each, specially constructed lightning/surge isolation panel
- 1 each, pedestal for telephone entry device
- 1 each, HID proximity card reader
- 1 each, LiftMaster model "Passport" radio receiver
- 2 each, LiftMaster model "CSW24UL" swing gate operator with battery backup
- 2 each, Surge suppression (power, communication and control) for gate operator
- 2 each, Ground rod for gate operator
- 5 each, Single-channel detector
- 5 each, Detector loop embedded in roadway
- 1 each, Emergency personnel radio control mechanism (Click-2-Enter)
- 1 each, Ornamental aluminum swing gate approximately 28' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Impact sensing edge
- 2 each, Ornamental aluminum pedestrian gate approximately 5' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Gravity latch



- 1 It Approximately 6' of 4'10" high ornamental aluminum fence (welded), powder-coated brown per customer provided design intent

Total: \$44,528.00

- **1 LS Electrical. To include:**

- Provide and install 1 each, 100 Amp, single phase, 240 Volt service, mounted on rack with 150' max. underground service lateral
- Provide and install 4 each, 12 Watt LED up-lights, mounted on Arlington posts, to shine on logo on small columns
- Provide and install 10 each, 30 Watt LED up-lights, mounted on Arlington posts, to shine on sign and larger columns by gates
- Provide and install 2 each, 20 Amp weatherproof GFI receptacles for holiday lighting (to be installed in one of Arlington posts for up-lights)

Total: \$12,042.00

- **Permitting. Total: \$4,209.00**

Framing will be hardie board, painted. The CMU columns will be stucco and painted behind the wood.

Includes: Labor, material, building permit, items as noted above or equivalent, and job related trash removal

Total: \$232,844.00

An invoice date shall be no earlier than the date of Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within thirty (30) days of its completion of the Work, or applicable portion thereof. Invoices received after ninety (90) days of the completion of the Work, or applicable portion thereof, shall be null and void. Pulte shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor agrees to notify Pulte within five (5) business days if Contractor has not received payment in full within sixty (60) days of payment becoming due. Failure to so notify all appropriate parties will result in Contractor forfeiting monies due for such completed Work.

OWNER:
PULTE HOME COMPANY, LLC,
a Michigan limited liability company

DS
as
Initial

CONTRACTOR:
SEMINOLE MASONRY, LLC.

Initial

EXHIBIT "B"

TO CONTRACTOR PROJECT AGREEMENT **SCOPE AND DESCRIPTION OF PROFESSIONAL SERVICES**

Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this contract. See attached vendor proposal for scope of services

HARDSCAPE:

- 2 each, 16' 7" x 4' high entry sign wall as per 1/L301 and 1/L302. Foundation, reinforcing, CMU, cultured stone veneer, framing, stucco, paint, signage, and precast caps included.
- 4 each, 6' high neighborhood entry column as per 4/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps, precast ledge, and signage included.
- 2 each, 6' high, entry gate column as per 3/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps and precast ledge included. Does not have logo included
- 6 each, 4' high 40" sq. Fence column as per 5/L301 and 4/L302. Foundation, reinforcing, CMU, cultured stone veneer, stucco, paint, precast caps, and signage included.
- 185 LF of 42" high 3 rail wood ranch rail fence set 8' on center painted as per 1/L301.
- 749 LF of 58" high 4 rail wood ranch rail fence set 8' on center painted as per detail 6/L301.
- 1,736 LF of 6' high x 6' wide tan PVC fence.
- **LS Gates and Automation. To include:**

- 1 each, Elite model "EL2000" telephone entry device with:
 - 2000 flexible codes
 - Transaction monitoring
 - Call button
 - Recessed, lighted, ADA compliant keypad
 - Non-volatile memory

<https://www.liftmaster.com/for-homes/access-control-systems/internet-enabled-telephone-entry-systems/model-el2000>

- 1 each, specially constructed lightning/surge isolation panel
- 1 each, pedestal for telephone entry device
- 1 each, HID proximity card reader
- 1 each, LiftMaster model "Passport" radio receiver
- 2 each, LiftMaster model "CSW24UL" swing gate operator with battery backup
- 2 each, Surge suppression (power, communication and control) for gate operator
- 2 each, Ground rod for gate operator
- 5 each, Single-channel detector
- 5 each, Detector loop embedded in roadway
- 1 each, Emergency personnel radio control mechanism (Click-2-Enter)
- 1 each, Ornamental aluminum swing gate approximately 28' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Impact sensing edge
- 2 each, Ornamental aluminum pedestrian gate approximately 5' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Gravity latch
- 1 ft Approximately 6' of 4'10" high ornamental aluminum fence (welded), powder-coated brown per customer provided design intent
- **1 LS Electrical. To include:**

- Provide and install 1 each, 100 Amp, single phase, 240 Volt service, mounted on rack with 150' max. underground service lateral
 - Provide and install 4 each, 12 Watt LED up-lights, mounted on Arlington posts, to shine on logo on small columns
 - Provide and install 10 each, 30 Watt LED up-lights, mounted on Arlington posts, to shine on sign and larger columns by gates
 - Provide and install 2 each, 20 Amp weatherproof GFI receptacles for holiday lighting (to be installed in one of Arlington posts for up-lights)
- ***Framing will be hardie board, painted. The CMU columns will be stucco and painted behind the wood.***

Includes: Labor, material, building permit, items as noted above or equivalent, and job-related trash removal

- **Documents:**
 - Hardscape Plans: Foster Conant & Associates, dated 10/11/2019, Revision dated 11/1/19
 - Location: Polk County, FL

OWNER:
PULTE HOME COMPANY, LLC,
a Michigan limited liability company

DS
Initial as

CONTRACTOR:
SEMINOLE MASONRY, LLC.

Initial 

EXHIBIT "C"

TO CONTRACTOR PROJECT AGREEMENT



CURRENT INSURANCE INFORMATION:

	Insurance Carrier	Policy No.	Issue Date	Expire Date
Workers Comp.	Sentinel Insurance Company	39WBAAB0D0Y	1/1/2019	1/1/2020
Gen. Liability	Westfield Insurance Company	TRA8067794	7/7/2019	7/7/2020
Prof. Liability	n/a			
Auto Insurance	Westfield Insurance Company	TRA8067794	7/7/2019	7/7/2020

OWNER:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

^{DS}
as
Initial

CONTRACTOR:

SEMINOLE MASONRY, LLC.

JS
Initial

EXHIBIT "F"

SUBCONTRACTOR CERTIFICATION
STORMWATER POLLUTION PREVENTION PLAN

Permit Number: _____

Project Name: Serenada Village

Operator: PULTE HOME COMPANY, LLC

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review on site.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

"I certify under the penalty of law that I have read and understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit (DEP) for Storm Water Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder"

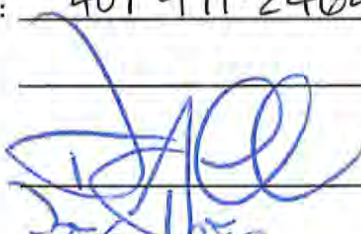
This certification is hereby signed in reference to the above named project:

Company: Seminole Masonry LLC

Address: 3850 E. Lake Mary Blvd. Sanford, FL 32773

Telephone Number: 407 971-2464

Scope of work: _____

Signature:  _____

Title: Pres. LCF

Date: 10-6-20



SEMINOLE MASONRY

Seminole Masonry, LLC
Blake Roden
3850 E. Lake Mary Blvd.
Sanford, FL 32773

CGC1525688

Office: 407-971-2464
Cell: 407-222-6940
Fax: 407-971-2519
seminolemasonry.com

Proposal

August 18th, 2020

Pulte Group
Amy Steiger
407-902-5228
Amy.Steiger@PulteGroup.com

Project: #20-254 Serenoa Village

Seminole Masonry is pleased to provide the following for complete installation of masonry and related items on the above referenced project.

- 2 each, 16' 7" x 4' high entry sign wall as per 1/L301 and 1/L302. Foundation, reinforcing, CMU, cultured stone veneer, framing, stucco, paint, signage, and precast caps included. **Total: \$28,266.00**
- 4 each, 6' high neighborhood entry column as per 4/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps, precast ledge, and signage included. **Total: \$34,483.00**
- 2 each, 6' high, entry gate column as per 3/L301 and 3/L302. Foundation, reinforcing, CMU, stucco, framing, paint, precast caps and precast ledge included. Does not have logo included **Total: \$16,706.00**
- 6 each, 4' high 40" sq. Fence column as per 5/L301 and 4/L302. Foundation, reinforcing, CMU, cultured stone veneer, stucco, paint, precast caps, and signage included. **Total: \$19,664.00**
- 185 LF of 42" high 3 rail wood ranch rail fence set 8' on center painted as per 1/L301. **Total: \$6,618.00**
- 749 LF of 58" high 4 rail wood ranch rail fence set 8' on center painted as per detail 6/L301. **Total: \$21,060.00**
- 1,736 LF of 6' high x 6' wide tan PVC fence. **Total: \$45,268.00**
- 1 LS Gates and Automation. To include:
 - 1 each, Elite model "EL2000" telephone entry device with:
 - 2000 flexible codes
 - Transaction monitoring
 - Call button
 - Recessed, lighted, ADA compliant keypad
 - Non-volatile memory



<https://www.liftmaster.com/for-homes/access-control-systems/internet-enabled-telephone-entry-systems/model-el2000>

- 1 each, specially constructed lightning/surge isolation panel
- 1 each, pedestal for telephone entry device
- 1 each, HID proximity card reader
- 1 each, LiftMaster model "Passport" radio receiver
- 2 each, LiftMaster model "CSW24UL" swing gate operator with battery backup
- 2 each, Surge suppression (power, communication and control) for gate operator
- 2 each, Ground rod for gate operator
- 5 each, Single-channel detector
- 5 each, Detector loop embedded in roadway
- 1 each, Emergency personnel radio control mechanism (Click-2-Enter)
- 1 each, Ornamental aluminum swing gate approximately 28' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Impact sensing edge
- 2 each, Ornamental aluminum pedestrian gate approximately 5' long x 4'10" high, powder-coated brown per customer provided design intent
- 2 each, Gravity latch
- 1 lt Approximately 6' of 4'10" high ornamental aluminum fence (welded), powder-coated brown per customer provided design intent

Total: \$44,528.00

- 1 LS Electrical. To include:
 - Provide and install 1 each, 100 Amp, single phase, 240 Volt service, mounted on rack with 150' max. underground service lateral
 - Provide and install 4 each, 12 Watt LED up-lights, mounted on Arlington posts, to shine on logo on small columns
 - Provide and install 10 each, 30 Watt LED up-lights, mounted on Arlington posts, to shine on sign and larger columns by gates
 - Provide and install 2 each, 20 Amp weatherproof GFI receptacles for holiday lighting (to be installed in one of Arlington posts for up-lights)

Total: \$12,042.00

- Permitting. **Total: \$4,209.00**

Framing will be hardie board, painted. The CMU columns will be stucco and painted behind the wood.

Includes: Labor, material, building permit, items as noted above or equivalent, and job related trash removal

Does Not Include: Demolition, engineering, waterproofing, landscape and or sod repair, grading, dewatering, hand digging, cut for footings, temporary fence, sidewalks, concrete pads, erosion control, road crossings, telephone lines, final grading, clearing, compaction or concrete testing (if needed), compaction, geotechnical testing, survey, right of way permitting, and maintenance of traffic (MOT)

7



Notes:

- **Seminole Masonry, LLC will not be held responsible for damages to: landscaping, irrigation, curbing, concrete sidewalks/ driveways, or asphalt roadways incurred during the scope of our normal construction process.**
- **Layout of hardscape items to be accomplished from survey control points provided by others.**

DOCUMENTS:

Landscape Plans: Bonnett design group, LLC dated 2020/08/17

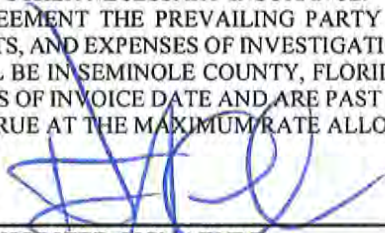
Location: Clermont, FL

GUARANTEE: Seminole Masonry shall perform work under this quotation in accordance with plans and specifications noted above.

QUOTATION: Seminole Masonry shall perform the work noted above for the lump sum amount as follows. This quote is valid for thirty days from date above, after which it is subject to review. Signed proposal is required.

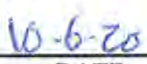
Proposed Amount: \$232,844.00

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE ESTIMATE. CONTRACT AMOUNT MUST BE ACCEPTED WITHIN THIRTY (30) DAYS OF THIS PROPOSAL. IF TIMELY ACCEPTED, THIS PROPOSAL BECOMES A CONTRACT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. IN ANY ACTION BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES, COSTS, AND EXPENSES OF INVESTIGATION, DISCOVERY AND LITIGATION. VENUE OF ANY LAWSUITS WILL BE IN SEMINOLE COUNTY, FLORIDA. INVOICES ARE TO BE PAID IN FULL WITHIN FIFTEEN (15) DAYS OF INVOICE DATE AND ARE PAST DUE THEREAFTER. INTEREST ON PAST DUE INVOICES SHALL ACCRUE AT THE MAXIMUM RATE ALLOWED BY LAW.



AUTHORIZED SIGNATURE

Seminole Masonry, LLC



DATE

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

SIGNATURE OF ACCEPTANCE

DATE

January 31, 2022

Avalon Groves Community Development District
c/o Patricia Comings-Thibault, District Manager
DPFG
250 International Parkway, Suite 280
Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Improvements
Serenoa Lakes Phase 1 and Phase 2

Dear Patricia,

Pursuant to the *Acquisition Agreement (2021 Bonds)*, by and between the Avalon Groves Community Development District ("**District**") and Pulte Home Company, LLC ("**Developer**"), and dated February 6, 2021 ("**Acquisition Agreement**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**," as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following additional terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

PULTE HOME COMPANY, LLC

[SIGNATURE ON FOLLOWING PAGE]

Name: _____

Title: _____

Name: Doug Hoffman

Title: VP OF LAW

January 31, 2022

Avalon Groves Community Development District
c/o Patricia Comings-Thibault, District Manager
DPFG
250 International Parkway, Suite 280
Lake Mary, Florida 32746

Re: Letter Agreement for Acquisition of Improvements
Serenoa Lakes Phase 1 and Phase 2

Dear Patricia,

Pursuant to the *Acquisition Agreement (2021 Bonds)*, by and between the Avalon Groves Community Development District ("**District**") and Pulte Home Company, LLC ("**Developer**"), and dated February 6, 2021 ("**Acquisition Agreement**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**," as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following additional terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
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- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

PULTE HOME COMPANY, LLC

Name: James P. Harvey
Title: CHAIRPERSON

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____

EXHIBIT A

The surface water management system, including but not limited to ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities located within Tracts A-1 (Right-of-way), DR-1, DR-2, DR-3, DR-4 and DR-5 (Ponds) and any "Drainage Easements," identified in the plat known as Serenoa Lakes Phase 2, recorded at Plat Book 76, Page 40, of the Official Records of Lake County, Florida.

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation) outside the gated entry features, identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

All hardscape improvements not including gated entry features and related columns, walls and fences, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents pertaining or applicable to the development, construction, and ownership of the above-referenced improvements.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Clearing/Earthwork, Ph 2	\$94,466.57	\$80,051.66	\$14,414.91	\$14,414.91
Stormwater Management, Ph 2	\$394,687.14	\$0.00	\$394,687.14	\$394,687.14
Hardscape, Ph. 1 (Outside Gates)	\$232,844.00	\$158,423.00	\$74,421.00	\$74,421.00
Landscape, Ph. 1 (Outside Gates)	\$107,523.35	\$0.00	\$107,523.35	\$107,523.35
Engineering/Surveying	\$183,972.82	\$107,872.82	\$76,100.00	\$76,100.00
TOTALS:	\$1,013,493.88	\$346,347.48	\$667,146.40	\$667,146.40

**CORPORATE DECLARATION AND AGREEMENT
[SERENOA LAKES PHASE 1 AND PHASE 2]**

I, Doug Hoffman, as Vice President - Land Dev. of Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Doug Hoffman, and I am Vice President - Land Dev. of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Avalon Groves Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Supplemental Report – 2021 Bond Issuance*, dated January 28, 2021 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

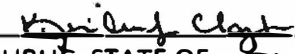
Executed this 31ST day of January, 2022.

PULTE HOME COMPANY, LLC

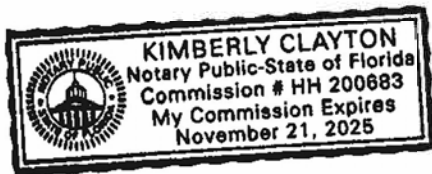

Name: Doug Hoffman
Title: VP of LA

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 31ST day of January, 2022, by Doug Hoffman as Vice President of Land Development of Pulte Home Company, LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced personally known as identification.


NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Kimberly Clayton
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Improvements

EXHIBIT A

The surface water management system, including but not limited to ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities located within Tracts A-1 (Right-of-way), DR-1, DR-2, DR-3, DR-4 and DR-5 (Ponds) and any "Drainage Easements," identified in the plat known as Serenoa Lakes Phase 2, recorded at Plat Book 76, Page 40, of the Official Records of Lake County, Florida.

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation) outside the gated entry features, identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

All hardscape improvements not including gated entry features and related columns, walls and fences, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents pertaining or applicable to the development, construction, and ownership of the above-referenced improvements.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Clearing/Earthwork, Ph 2	\$94,466.57	\$80,051.66	\$14,414.91	\$14,414.91
Stormwater Management, Ph 2	\$394,687.14	\$0.00	\$394,687.14	\$394,687.14
Hardscape, Ph. 1 (Outside Gates)	\$232,844.00	\$158,423.00	\$74,421.00	\$74,421.00
Landscape, Ph. 1 (Outside Gates)	\$107,523.35	\$0.00	\$107,523.35	\$107,523.35
Engineering/Surveying	\$183,972.82	\$107,872.82	\$76,100.00	\$76,100.00
TOTALS:	\$1,013,493.88	\$346,347.48	\$667,146.40	\$667,146.40

**DISTRICT ENGINEER'S CERTIFICATE
[SERENOA LAKES PHASE 1 AND PHASE 2]**

_____, 2022

Board of Supervisors
Avalon Groves Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Heidt Design, LLC ("**District Engineer**"), as District Engineer for the Avalon Groves Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Supplemental Report – 2021 Bond Issuance*, dated January 28, 2021 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in substantial accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. Plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.



6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

[SIGNATURE PAGE FOR DISTRICT ENGINEER'S CERTIFICATE]

HEIDT DESIGN, LLC



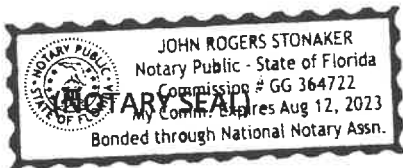
Timothy M. Plate, P.E.

Florida Registration No. 41153

District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 14 day of March, 2022, by Tim Plate as employee of Heidt Design, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.




NOTARY PUBLIC, STATE OF

Florida

Name: John Stonaker
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

The surface water management system, including but not limited to ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities located within Tracts A-1 (Right-of-way), DR-1, DR-2, DR-3, DR-4 and DR-5 (Ponds) and any "Drainage Easements," identified in the plat known as Serenoa Lakes Phase 2, recorded at Plat Book 76, Page 40, of the Official Records of Lake County, Florida.

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation) outside the gated entry features, identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

All hardscape improvements not including gated entry features and related columns, walls and fences, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents pertaining or applicable to the development, construction, and ownership of the above-referenced improvements.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Clearing/Earthwork, Ph 2	\$94,466.57	\$80,051.66	\$14,414.91	\$14,414.91
Stormwater Management, Ph 2	\$394,687.14	\$0.00	\$394,687.14	\$394,687.14
Hardscape, Ph. 1 (Outside Gates)	\$232,844.00	\$158,423.00	\$74,421.00	\$74,421.00
Landscape, Ph. 1 (Outside Gates)	\$107,523.35	\$0.00	\$107,523.35	\$107,523.35
Engineering/Surveying	\$183,972.82	\$107,872.82	\$76,100.00	\$76,100.00
TOTALS:	\$1,013,493.88	\$346,347.48	\$667,146.40	\$667,146.40

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SERENOA LAKES PHASE 2]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 2 day of February, 2022, by **Blue Ox Enterprises, LLC ("Contractor")**, a Florida limited liability company, having offices located at 500 North Way, Sanford, Florida 32773, in favor of the **Avalon Groves Community Development District ("District")**, which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement*, dated February 21, 2021, and any subsequent Change Order (together, "**Contract**") and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

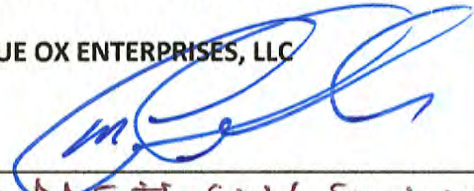
WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

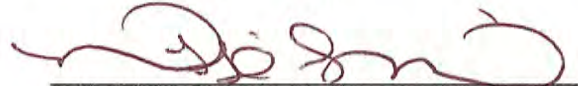
[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

BLUE OX ENTERPRISES, LLC

By: 
Its: CFO

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2 day of February, 2022, by Matthew Lembach as CFO of Blue Ox Enterprises, LLC and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)



Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

All surface water management system, including but not limited to ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities located within Tracts A-1 (Right-of-way), DR-1, DR-2, DR-3, DR-4 and DR-5 (Ponds) and any "Drainage Easements," identified in the plat known as Serenoa Lakes Phase 2, recorded at Plat Book 76, Page 40, of the Official Records of Lake County, Florida.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Clearing/Earthwork, Ph 2	\$94,466.57	\$51,789.85	\$42,676.72	\$42,676.72
Stormwater Management, Ph 2	\$394,687.14	\$0.00	\$394,687.14	\$394,687.14

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SERENOA LAKES PHASE 1]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 2nd day of February, 2022, by **Ground Preserve Landscape Contractors, LLC** ("Contractor"), a Florida limited liability company, with an address of P.O. Box 721327, Orlando, Florida 32822, in favor of the **Avalon Groves Community Development District** ("District"), which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement*, dated January 14, 2021, and any subsequent Change Order (together, "**Contract**") and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

GROUND PRESERVE LANDSCAPE
CONTRACTORS, LLC

By: John Benson
Its: OWNER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of February, 2022, by JOHN BENSON as OWNER of GROUND PRESERVE LANDSCAPE CONTRACTORS, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

Alan M. Davison
NOTARY PUBLIC, STATE OF FLORIDA

Name: ALAN M. DAVISON
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



ALAN M. DAVISON
Commission # HH 056529
Expires December 29, 2024
Bonded Thru Budget Notary Services

EXHIBIT A

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Landscape, Ph. 1 (Outside Gates)	\$107,523.35	\$0.00	\$107,523.35	\$107,523.35



CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[SERENOA LAKES PHASE 1]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 3rd day of February, 2022, by **Seminole Masonry, LLC** ("Contractor"), a Florida corporation, having offices located at 3850 E. Lake Mary Boulevard, Sanford, Florida 32773, in favor of the **Avalon Groves Community Development District** ("District"), which is a local unit of special-purpose government situated in Lake County, Florida, and having offices at c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, pursuant to that certain *Work Order Agreement*, dated October 1, 2020, and any subsequent Change Order (together, "**Contract**") and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.
3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

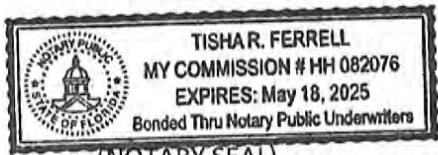
[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

SEMINOLE MASONRY, LLC.

Samantha Griffith
By: Samantha Griffith
Its: Pre-Con mgr.

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3 day of February, 2022, by Samantha Griffith as Pre-Con mgr. of Seminole Masonry and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Tisha Ferrell
NOTARY PUBLIC, STATE OF Florida

Name: Tisha Ferrell
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

All hardscape improvements, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Hardscape, Ph. 1 (Outside Gates)	\$232,844.00	\$158,423.00	\$74,421.00	\$74,421.00



PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[SERENOA LAKES PHASE 1 AND PHASE 2]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the ____ day of _____, 2022, by **Heidt Design, LLC**, a Florida limited liability company, having offices located at 5904-A Hampton Oaks Parkway, Tampa, Florida 33610 ("**Professional**"), in favor of the **Avalon Groves Community Development District ("District")**, which is a local unit of special-purpose government situated in the Lake County, Florida, and having offices at c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary FL 32746.

RECITALS

WHEREAS, pursuant to that certain *Consultant Project Agreement* ("**Contract**") dated August 3, 2020, and between Professional and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Professional has created certain work product, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.

3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]



5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

HEIDT DESIGN, LLC

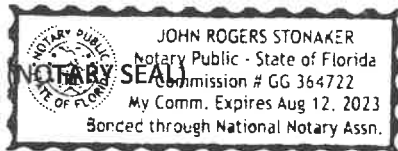


Timothy M. Plate, P.E.
Florida Registration No. 41153
District Engineer

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 14 day of March, 2022, by Timothy M. Plate as employee of Heidt Design, and with authority to execute the foregoing on behalf of the entity(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Name: John Stonaker
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A

Site plans, construction and development drawings, plans and specifications, documents, engineering, licenses, permits, zoning approvals, entitlements, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents pertaining or applicable to the development, construction, and ownership of the above-referenced improvements.

CONTRACT PRICE AND PAYMENT SCHEDULE

TOTAL WORK ORDER - \$126,700.00

One Hundred Twenty-Six Thousand, Seven Hundred Dollars and 00/100.

- Inspection Phase Services
 - Phase 1 & 3 - \$28,300.00
 - Phase 2 - \$26,600.00
- Record Certification Services
 - Phase 1 & 3 - \$14,600.00
 - Phase 2 - \$15,200.00
- Record Plat Processing
 - Phase 1 & 3 - \$4,500.00
 - Phase 2 - \$4,500.00
- FEMA MT-2 LOMR-F - \$23,000.00
- Model Home Site Plan - \$5,000.00
- Reimbursables - \$5,000.00

Total - \$126,700.00

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[SERENOA LAKES PHASE 1 AND PHASE 2]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 10th day of FEBRUARY, 2022, by **Bonnett Design Group, LLC**, a Florida limited liability company, having offices located at 400 South Orlando Avenue, Suite 201, Maitland, Florida 32751 ("**Professional**"), in favor of the **Avalon Groves Community Development District** ("**District**"), which is a local unit of special-purpose government situated in the Lake County, Florida, and having offices at c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary FL 32746.

RECITALS

WHEREAS, pursuant to that certain *Consultant Project Agreement* ("**Contract**") dated June 26, 2020, and between Professional and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Professional has created certain work product, as described in **Exhibit A** ("**Work Product**"); and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

[CONTINUED ON FOLLOWING PAGE]

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

BONNETT DESIGN GROUP, LLC

By: Todd W. Bonnett
Its: PRINCIPAL / MANAGING MEMBER

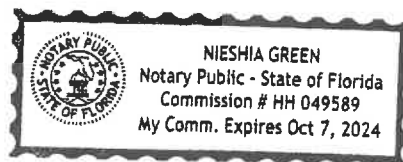
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____ as _____ of _____, and with authority
to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this
day in person, and who is either personally known to me, or produced _____ as
identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: Nicshia Green
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



Sworn to and subscribed before me by means of
☒ physical presence or ☐ online notarization,
this 10 day of Feb., 2022
By Todd W. Bonnett
Signature of Notary Public

[Signature]
Notary's Name, Printed, Stamped or Typed
Personally known _____ or Produced ID _____
Type of ID Produced FL DL

EXHIBIT A

Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Serenoa Lakes Phase 1 & Phase 2 improvements.

CONTRACT PRICE AND PAYMENT SCHEDULE

TOTAL WORK ORDER - \$26,250.00

Twenty-Six Thousand Two Hundred Fifty Dollars and 00/100

Vendor must receive prior approval from Land Development Manager prior to exceeding amounts listed in this contract.

- Conceptual Design & Site Planning Phase \$4,500.00
- Construction Documents Phase - \$17,500.00
- Construction Administration Phase - \$2,000.00
- Reimbursable Expenses - \$750.00
- Color Rendered Conceptual Master Site Plan Graphic - \$1,500.00

Total - \$26,250.00

BILL OF SALE AND LIMITED ASSIGNMENT
[SERENOA LAKES PHASE 1 AND PHASE 2]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of _____, 2022, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 4901 Vineland Road, Suite 460, Orlando, FL 32811 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Avalon Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following "**Property**" interests as described below to have and to hold for Grantee's own use and benefit forever:

- a) All "**Improvements**" described in **Exhibit A** attached hereto; and
- b) Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced Improvements ("**Work Product**"); and
- c) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "**as is**" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all

firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: EUGENIA ROS-DOERF
Title: COORDINATOR LAND DEVELOPMENT

[Signature]
Name: Doug Hoffman
Title: VP of Law

By: [Signature]
Name: Alexandra V Castro
Title: Coordinator Land Development

STATE OF Florida ^{cc}
Orange
COUNTY OF Orange

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 31st day of January, 2022, by Doug Hoffman as Vice President of Land Dev. of Pulte Home Company, LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced personally known as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Kimberly Clayton
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

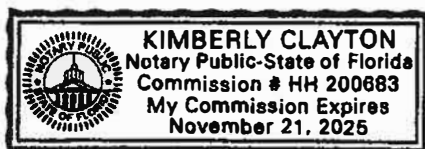


EXHIBIT A

The surface water management system, including but not limited to ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities located within Tracts A-1 (Right-of-way), DR-1, DR-2, DR-3, DR-4 and DR-5 (Ponds) and any "Drainage Easements," identified in the plat known as Serenoa Lakes Phase 2, recorded at Plat Book 76, Page 40, of the Official Records of Lake County, Florida.

All plants, trees, timber, shrubbery, and other landscaping, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation) outside the gated entry features, identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

All hardscape improvements not including gated entry features and related columns, walls and fences, located within Tracts D-1 and D-2 (Drainage, Wall & Wetland Conservation), identified in the plat known as Serenoa Lakes Phase 1, recorded at Plat Book 74, Page 65, of the Official Records of Lake County, Florida.

Site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents pertaining or applicable to the development, construction, and ownership of the above-referenced improvements.

Improvement	Total Amount	Developer Amount	CDD Eligible Amount	CDD Eligible Amount Paid to Date
Clearing/Earthwork, Ph 2	\$94,466.57	\$80,051.66	\$14,414.91	\$14,414.91
Stormwater Management, Ph 2	\$394,687.14	\$0.00	\$394,687.14	\$394,687.14
Hardscape, Ph. 1 (Outside Gates)	\$232,844.00	\$158,423.00	\$74,421.00	\$74,421.00
Landscape, Ph. 1 (Outside Gates)	\$107,523.35	\$0.00	\$107,523.35	\$107,523.35
Engineering/Surveying	\$183,972.82	\$107,872.82	\$76,100.00	\$76,100.00
TOTALS:	\$1,013,493.88	\$346,347.48	\$667,146.40	\$667,146.40

EXHIBIT 13



Accept

Decline

Estimate

Date: Mar 25, 2022

No. 3820

ASAP Pressure Cleaning LLC

5230 Land O Lakes Blvd #1279

Land O Lakes, FL 34639

(813) 501-2010 Office

Presented To:

Avalon Groves CDD c/o of DPGF Management & Consulting

250 International Parkway

Suite 280

Lake Mary, FL 32746

Description of Service	Location	Qty	Each	Amount
Plank Fence - Clean & Paint Prep: Location : Sawgrass Bay Blvd at both Goldcrest Loop entrances. Includes <u>cleaning & paint prep</u> to wood plank fence of road side facing and back side of 4x plank fence located along Sawgrass Bay Blvd at both Goldcrest Loop entrances. 110 lin x 4 = 440 x 2 sides = <u>880 Total Linear ft.</u>	17555 Sawgrass Bay Boulevard; Clermont, FL 34714	880	1.25	1,100.00
Plank Fence - Clean & Paint Prep: Location : Serenoa Blvd entrance just off Sawgrass Bay Blvd. Includes <u>cleaning & paint prep</u> to wood plank fence of road side facing and back side facing of 2x plank fence located at Serenoa Blvd entrance just off Sawgrass Bay Blvd. North @ 284 lin x 2 sides = 568 lin South @ 300 lin x 2 sides = 600 lin <u>Total Linear ft. = 1168</u>		1168	1.25	1,460.00
Plank Fence - Paint: Location : Sawgrass Bay Blvd at both Goldcrest Loop entrances. Includes <u>painting</u> to wood plank fence of road side facing and back side of 4x plank fence located along Sawgrass Bay Blvd at both Goldcrest Loop entrances. Includes Materials & Supplies		880	1.85	1,628.00

- Using Sherwin Williams brand premium paint.
- Quantity includes typical waste overage.
- 2 coats.

Includes Labor:
- Acquiring materials.
- Paint prep - masking tape and or protective cover application
- Paint - 2 coats
- Clean up.

Plank Fence - Paint: Location : Serenoa Blvd entrance just off Sawgrass Bay Blvd.

Includes painting to wood plank fence of road side facing and back side facing of 2x plank fence located at Serenoa Blvd entrance just off Sawgrass Bay Blvd.

Includes Materials & Supplies
- Using Sherwin Williams brand premium paint.
- Quantity includes typical waste overage.
- 2 coats.

Includes Labor:
- Acquiring materials.
- Paint prep - masking tape and or protective cover application
- Paint - 2 coats
- Clean up.

Monuments - Clean & Paint Prep: Location : Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way.

Includes cleaning & paint prep to 2x wood monuments/pedestals located on both sides of Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way.

Monuments - Paint: Location : Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way.

Includes painting to 2x wood monuments/pedestals located on both sides of Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way.

Includes Materials & Supplies
- Using Sherwin Williams brand premium paint.
- Quantity includes typical waste overage.
- 2 coats.

Includes Labor:
- Acquiring materials.
- Paint prep - masking tape and or protective cover application
- Paint - 2 coats

1168	1.85	2,160.80
2	200.00	400.00
2	475.00	950.00



- Clean up.			
Monuments - Clean & Paint Prep: Location : Sawgrass Bay Blvd between Bay Cedar Way and Gold Crest Loop	2	200.00	400.00
Includes <u>cleaning</u> & <u>paint prep</u> to 2x wood monuments/pedestals located on both sides of Sawgrass Bay Blvd between Bay Cedar Way and Gold Crest Loop.			
Monuments - Paint: Location : Sawgrass Bay Blvd between Bay Cedar Way and Gold Crest Loop	2	475.00	950.00
Includes <u>painting</u> to 2x wood monuments/pedestals located on both sides of Sawgrass Bay Blvd between Bay Cedar Way and Gold Crest Loop.			
Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage. - 2 coats.			
Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up.			
Monuments - Clean & Paint Prep: Location : Sawgrass Bay Blvd at both Goldcrest Loop entrances.	4	200.00	800.00
Includes <u>cleaning</u> & <u>paint prep</u> to 4x wood monuments/pedestals located along Sawgrass Bay Blvd at both Goldcrest Loop entrances.			
Monuments - Paint: Location : Sawgrass Bay Blvd at both Goldcrest Loop entrances.	4	475.00	1,900.00
Includes <u>painting</u> to 4x wood monuments/pedestals located along Sawgrass Bay Blvd at both Goldcrest Loop entrances.			
Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage. - 2 coats.			
Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up.			
Monuments - Clean & Paint Prep: Location : Serenoa Blvd entrance just off Sawgrass Bay Blvd.	4	200.00	800.00



Includes <u>cleaning & paint prep</u> to 4x wood monuments/pedestals located at Serenoa Blvd entrance just off Sawgrass Bay Blvd. Monuments - Paint: Location : Serenoa Blvd entrance just off Sawgrass Bay Blvd. Includes <u>painting</u> to 4x wood monuments/pedestals located at Serenoa Blvd entrance just off Sawgrass Bay Blvd. Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage. - 2 coats. Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up. Additional Details: Summary : Clean, Paint Prep & Paint 12x Monuments/Pedestals Clean, Paint Prep & Paint 6x Wood Plank Fence (Both Sides) Requires 30% Down Payment in Advance.	4	475.00	1,900.00
---	---	--------	----------

Total

14,448.80

Thank you for allowing us the opportunity to present our service to you!





CONTRACT

Avalon Groves CDD
c/o DPFG Management
Attn: Larry Krause
250 International Pkwy Suite 208
Lake Mary, Fl. 32746

Date: April 27, 2022
Project: Pressure Cleaning
Phone: 321-263-0132 ext 742
Email: lkrause@dpfgmc.com

We are pleased to submit our contract for the following:

Please see specifications for complete detail of work.

Page 1 of 2

PRICE:

Contract Price:..... **\$11,951.00**

Includes: Pressure cleaning to remove as many contaminants as possible, such as, dirt, debris, spiders, mildew, etc. also paint areas as listed below except stone:

12 pedestal/monuments, along with fencing noted below...

Wooden Pedestals:

- 2x - just past Yelloweyed Drive, NO FENCING
- 2x - between Bay Cedar Way and Goldcrest Loop, NO FENCING
- 4x – 2x at both entrances to Goldcrest Loop, FENCING ON BOTH SIDES, approx.. 75 feet each side
- 4x – 2x at Serenoa Blvd. and Sawgrass Bay Blvd, 2x at the gate (the other two at the gate, closer to each other, are on HOA property), FENCING BETWEEN THE CDD PEDESTALS and one section of FENCE inside the gate, blocking access to the pond)
Total linear feet of fencing, front and back is approx.:
 $113 \text{ lin} \times 4 = 452 \times 2 \text{ sides} = \mathbf{904 \text{ Total Linear ft.}}$
North @ 255 lin x 2 sides = 510 lin
South @ 306 lin x 2 sides = 612 lin
Total Linear ft. = 1122

Stone Pedestals:

- to be pressure washed, there may be as many as eight (8) no paint on these.

Vice Painting, llc

5401 South Kirkman Road • Suite 310 • Orlando, FL 32819 • (407) 489-3076





CONTRACT

Avalon Groves CDD
c/o DPF Management
Attn: Larry Krause
250 International Pkwy Suite 208
Lake Mary, FL 32746

Date: April 27, 2022
Project: Pressure Cleaning/Painting
Phone: 321-263-0132 ext 742
Email: lkrause@dpfgmc.com

We are pleased to submit our contract for the following:

Please see specifications for complete detail of work.

Page 2 of 2

Payment to be as follows: balance due at completion of project

All material is to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the enclosed specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owners will be responsible for any equipment cost associated with work delays due to approval of colors, samples, mockups, etc... After payment terms have been negotiated, payment schedule will follow and become part of this contract. We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, hurricanes, accidents or any other cause beyond our control. We are not responsible for damage to lanai screens due to following our scope of work, or for overspray on vehicles that were not moved after our notice was posted advising vehicle owners to do so. Owner to carry fire, tornado and other necessary insurance. We carry General Liability and our employees are fully covered by Workman's Compensation. Any claims for construction defects are subject to the notice and cure provision of Chapter 558, Florida Statutes. **This proposal and contract is valid for 60 days.**

VICE PAINTING, LLC.

By: *Matt Vice*

Matt Vice, President

The enclosed prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Acceptance Date: _____

Print Name: _____

Title: _____

Vice Painting, llc

5401 South Kirkman Road • Suite 310 • Orlando, FL 32819 • (407) 489-3076



EXHIBIT 14



Serenoa Property Owners Association Bullitin Board at the Village 1 Mail Boxes on CDD property.



The Serenoa Property Owners Association, Inc., will construct a Bulletin Board at the Common Mailboxes located on CDD Property located on Goldcrest Loop at Serenoa Village 1 Phase 1B-1 TR-T3.

This Bulletin Board:

1. The Bulletin Board will be purchased and owned by the Serenoa Property Owners Association, Inc.
 - a. If applicable or warranted, an easement from the CDD will be obtained for the land occupied by the Bulletin Board.
2. The Bulletin Board will be Installed by the Serenoa Property Owners Association, Inc., to all local Florida and Lake County standards and Building Codes.
3. The Bulletin Board (only) will be Maintained by the Serenoa Property Owners Association, for as long as it is in use. The CDD will be responsible to maintain the landscape.
4. The information contained within this locked and secured Bulletin Board will be:
 - a. Controlled by The Serenoa Property Owners, Inc. Board of Directors and its Management Company.
 - b. Displaying only official information needed by residence for upcoming meetings and events.
 - i. All unofficial notices will be removed immediately.
 - c. Have all items that are on display removed once the meetings or events are concluded in a timely fashion.
5. The final physical location of this Bulletin Board will be determined by the CDD and the Serenoa Property Owners Association, Inc. Board of Directors.
6. When the Bulletin Board is deemed obsolete by the Serenoa Property Owners, Inc. Board of Directors, it will be removed and any repairs needed to the CDD property will be completed at the expense of the Serenoa Property Owners, Inc. Board of Directors.

Question for the meeting from Cheri Johnson, HOA President:
Could we get the CDD to pay for either complete removal or relocation of the plants
where the bulletin board would go?
Emailed 4/14/2022



Shirley M. Conley

From: Frank DeLosa <serenoabodftd@gmail.com>
Sent: Thursday, March 24, 2022 3:12 PM
To: Larry Krause; Shirley M. Conley
Cc: Cheri Johnson; Serenoa HOA
Subject: Bulletin Board Village 1
Attachments: POA Bullitin Board at Village 1 Mailboxes on CDD property.Draft3.docx

Hi,

This is what we are proposing for the bulletin board. The attached is the governing rules for it and below is an example of the size that we are looking for. We, as a board, have not met to discuss and decide on the final choice.

This style Bulletin Board:



Standing 36 x 48 Outdoor Cork Message Center Product Details

- **Outdoor Message Center**
- **Standing Outdoor Message Center 48" Wide x 36" High**
- Information Display Board Cabinet for all kinds of Postings
- Display important messages, maps, and protect them from the elements
- **Exterior Outdoor Cork Board Message Center 36x48 Size**
- Two Posts 120" in Height bolts to side of cabinet
- Great for university campuses, parks, and golf courses



- Locking Message Display Board
- Door mounted on a full length piano hinge **TOP - Hinged**
- **Interior Cork Surface**
- **Faux Wood Looks like Real Wood**
- **Weather Resistant**
- Eco-Friendly, Maintenance Free
- Constructed from high density Recycled Plastic (Polyethylene)
- Will Not Rot, Splinter or Crack
- Finished back panel adds structural integrity
- Removable interior surface
- CAM Locks included with 2 keys
- **LED Illuminated display cases are Optional**
- Posts should be secured at least 3 feet into the ground for proper support
- **Post Dimensions (Set of 2): 4" x 4" x 120"**

**Vinyl covering over cork (see colors below)

[WHAT ARE OUTDOOR POSTS? \(\)](#)

36 x 48 Cork Board Message Board Cabinet Dimensions

- 3/4" wide main frame
- 1 1/2" wide door frame
- 5 1/2" exterior depth
- 3 3/4" interior depth
- 8 1/2" rain cover depth

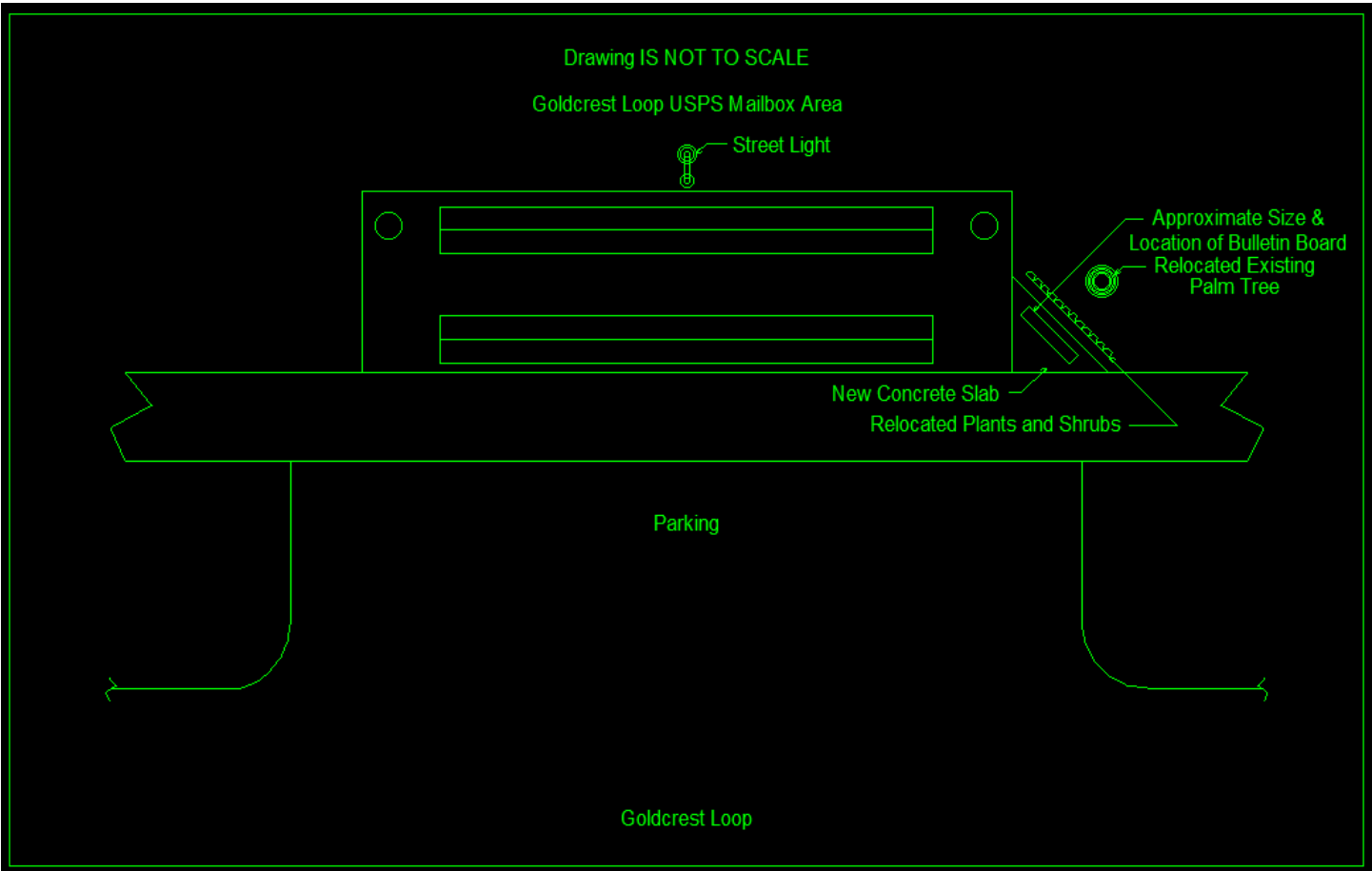
36x48 Cork Board Recycled Plastic Construction Benefits

- Maintenance Free Recycled Plastic
- Will not crack or decay, split, rot or chip
- Impervious to water, chemicals, and insects
- Finished back panel looks great and adds structural integrity

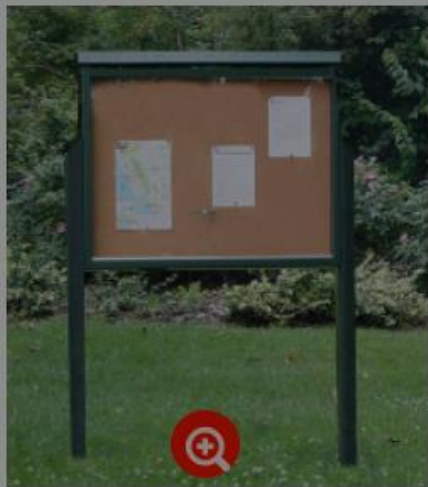
Or similar but NOT larger than this item.

Please feel free to contact me if you need any additional clarification.

Regards,
Frank DeLosa
Director, Serenoa POA



Large Outdoor Message Centers by Frog Furnishings



As Low As \$928.95

MSRP ~~\$1,667.00~~ Save 45%

Large Outdoor Message Center (1 Side - No Post)

\$928.95

[View](#)

Stock #61079

Model #PB MC3XXX

Large Outdoor Message Center (1 Side - 2 Posts)

\$1,263.95

[View](#)

Stock #61080

Model #PB MC3PXXX

Large Outdoor Message Center (2 Sides - 2 Posts)

\$1,375.95

[View](#)

Stock #61082

Model #PB MC3DPXXX

Large Outdoor Message Center (2 Sides - No Post)

\$1,077.95

[View](#)

Stock #61081

Model #PB MC3DXXX



EXHIBIT 15





HEIDT
DESIGN

P: (813) 253-5311 | F: (813) 464-7629
5806-B Breckenridge Pkwy.
Tampa, FL 33610
www.heidtdesign.com

February 24, 2022

Mr. Larry Krause, District Manager
DPFG, Inc.
1060 Maitland Center Commons
Suite 340
Maitland, FL 32751

**RE: Avalon Groves Community Development District
Engineer's Supplemental Report – 2022 Bond Issuance**

To Whom It Concerns:

Pursuant to the Board of Supervisor's authorization, Heidt Design, LLC is pleased to submit this Engineer's Supplemental Report – 2022 Bond Issuance for the proposed improvements that will be funded in part from the District's 2022 Bond Issuance. This report has been prepared on behalf of the District and in connection with the financing for these proposed improvements. A detailed description of the improvements and their corresponding estimates of costs are outlined in the following report.

Thank you for this opportunity to be of professional service.

Sincerely,

HEIDT DESIGN, LLC

Timothy M. Plate, P.E.
District Engineer

cc: Jere Earlywine, HGS
e-File



**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT
ENGINEER'S SUPPLEMENTAL REPORT -
2022 BOND ISSUANCE**

Prepared for:

**Board of Supervisors
Avalon Groves Community Development District**

Prepared by:

**Heidt Design, LLC
5904-A Hampton Oaks Pkwy
Tampa, Florida 33610
813-253-5311**

February 24, 2022



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3. Permit Status	



INTRODUCTION

This *Engineer's Supplemental Report – 2022 Bond Issuance* further supplements that prior *Preliminary Engineer's Report*, dated October 11, 2016 ("**Master Report**"), which was previously supplemented from time to time. The purpose of this report is to describe the District's "**Assessment Area Four Project**," which will provide infrastructure for Assessment Area Four. Assessment Area Four, as that term is used herein, consists of approximately 39.97 acres of land also known as "Edgemont." Assessment Area Four is shown by the red boundary in **Exhibit B**.

The purpose of this Engineer's Supplemental Report is to provide a description of the improvements that is to be financed by the District's proposed 2022 bond issue ("**2022 Bonds**"). Public infrastructure and land improvements to be funded with the 2022 Bonds include the grading and construction associated with the stormwater management system, entry landscaping/irrigation, hardscape, playground, and professional fees associated with the improvements. The improvements are located within Assessment Area Four, a/k/a Edgemont, as shown on the Exhibits at the end of this report. These improvements are a subset of the residential improvements described in the Master Report but have not yet been funded by the District.

The development of Assessment Area Four, as presently planned, would include the following units:

Product Type	# of Units
50'	92

This Engineer's Supplemental Report reflects the District's present intentions. The implementation and completion of any public improvements outlined in this Engineer's Supplemental Report requires final approval by the District's Board of Supervisors, including the acquisition of completed improvements, work product and real property. Cost estimates contained in this Supplemental Engineer's Report have been prepared based on the best available information. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

ASSESSMENT AREA FOUR PROJECT

The District presently intends to undertake certain public infrastructure improvements to be financed with the 2022 Bonds within Assessment Area Four of the District. A portion of these improvements will be funded by the 2022 Bonds and a portion will be funded by the Developer. The construction and maintenance of the proposed improvements are necessary and will benefit the property within Assessment Area Four. A more specific description of each of these items follows and the related costs are provided in Table 2.



LAND ACQUISITION

The District does not intend to pay for any lands associated with Assessment Area Four.

MASTER ROADS AND STREETS

Construction of local roadways within the Assessment Area Four Project will be funded with the 2022 Bonds and will be owned and maintained by Lake County. These roads include Edgemont Lane, Paragon Lane, and Duval Court, as labeled on the Edgemont Plat produced by KPM Franklin.

MASTER WATER AND WASTEWATER

There are no master water or wastewater improvements associated with the Assessment Area Four Project. The utilities within the Assessment Area Four Project are developer funded and privately owned and maintained.

SURFACE WATER MANAGEMENT

The District will provide the surface water management infrastructure for the Assessment Area Four Project in accordance with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (ACOE) permit approvals. Material excavated from surface water management ponds is anticipated to remain within the Assessment Area Four. Any grading in connection with the preparation of pads for private home sites or on other private property will not be funded by the District. Any material excavated from ponds or mitigation areas constructed on lands owned by the District shall be used only for stormwater improvements serving the Assessment Area Four Project. Any excess material removed from the ponds, if applicable, will be disposed of by the Developer and at the Developer's cost. Components of the surface water management infrastructure related to the 2022 Bonds are described below:

Stormwater Management Ponds: Tract C

Floodplain Compensation Ponds: None

Wetland Mitigation: None

Wetland Conservation/Setback Areas: Tract H, Tract E, Tract F

The surface water management system serving the Assessment Area Four Project includes proper grading and fill for the construction of the curb and gutters within the neighborhood roadways, as well as the costs of the curb and gutter itself. These improvements will be maintained pursuant to a perpetual easement over the right-of-ways.



LANDSCAPE, IRRIGATION, AND ENTRY FEATURES

The Assessment Area Four Project includes landscaping, irrigation and monument signs at the entrance of Edgemont. These improvements will be located at the entrances and along buffer tracts. The improvements will be located in Tract I, Tract D, Tract C, Tract B, Tract J, Tract M, and Tract A.

PARKS AND RECREATION FACILITIES

A playground located in Tract K will be included as part of the Assessment Area Four Project.

DRY UTILITIES FACILITIES

There are no Dry Utility improvements associated with the Assessment Area Four Project.

PROFESSIONAL FEES

Professional Fees include civil engineering costs for site design, permitting, inspection, and master planning, geotechnical costs for pre-design soil borings, underdrain analysis, and construction staking, all in regard to the improvements comprising the Assessment Area Four Project. Also included in this category are fees associated with environmental consultation and permitting.

The infrastructure, as outlined above, is necessary for the functional development of Assessment Area Four as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits.

OWNERSHIP & MAINTENANCE

Ownership and maintenance of the improvements is generally anticipated as set forth in Table 1.

It is anticipated that, in addition to the annual non-ad valorem assessments to be levied and collected by the District to pay debt service on its bonds, the District will levy and collect an annual "Maintenance Assessment" to be determined, assessed, and levied by the District's Board of Supervisors upon the assessable real property within Assessment Area Four for the purpose of defraying the cost and expenses of operating and maintaining the improvements.



PERMIT STATUS

The required infrastructure improvements for the Assessment Area Four Project are contained in the construction plans titled Edgemont, prepared by Madden, Moorehead & Stokes, LLC., and the landscape plans titled Edgemont, prepared by Bonnett Design Group, LLC.

The permit status of all permits issued to date or in process can be found in Table 3. Preliminary Plats, and Construction Plans have been approved by the St. John's Water Management District, Lake County and the Florida Department of Environmental Protection for Edgemont.

We are of the opinion that all permits not heretofore issued or in process and which are necessary to effect the improvements described herein will be obtained during the ordinary course of development.

SUMMARY OF COSTS

The estimated cost of the Assessment Area Four Project is as set forth in Table 2 at the end of this report.



ENGINEER'S OPINION

It is our professional opinion that the summary of costs listed in Table 2 is sufficient to complete the construction and acquisition of the items intended.

It is my professional opinion that these infrastructure improvements will benefit and add value to the assessable lands within the Assessment Area Four. Such assessable property within Assessment Area Four will receive a special benefit from the improvements in the Assessment Area Four Project, which benefit will be at least equal to the cost of such improvements. Infrastructure costs are for public improvements or community facilities as set forth in section 190.012(1) and (2) of the Florida Statutes. The District will pay either the actual cost of such public improvements or its fair market value, whichever is less.

The estimate of infrastructure construction costs is only an estimate and not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Lake County and quantities as represented on construction plans. In no event will the District pay more than the actual cost or fair market value of the public improvements constituting the Assessment Area Four Project, whichever is the least.

All of the foregoing improvements are required by applicable development approvals. Note that there are no impact fee or similar credits available from the construction of any such improvements.

The labor market, future costs of equipment and materials, increased regulatory actions, and the actual construction process are all beyond control of the District. Due to this inherent opportunity for fluctuation of cost, the total final cost may be more or less than this estimate.

Assuming project construction continues in a timely manner, it is our opinion that the proposed improvements, if constructed and built in substantial accordance with the approved plans and specifications, can be completed and meets their intended functions. Where necessary, historical costs, and information from other professional or utility consultants and contractors have been used in preparation of this report. Consultants and contractors who have contributed in providing the cost data included in this report are from reputable entities in the Lake County area. It is therefore our opinion that the construction of the proposed project can be completed at the cost stated.



Timothy M. Plate, P.E.
Florida Registered Engineer No. 41153

Exhibit A

Legal Description



LEGAL DESCRIPTION OF ASSESSMENT AREA FOUR:

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

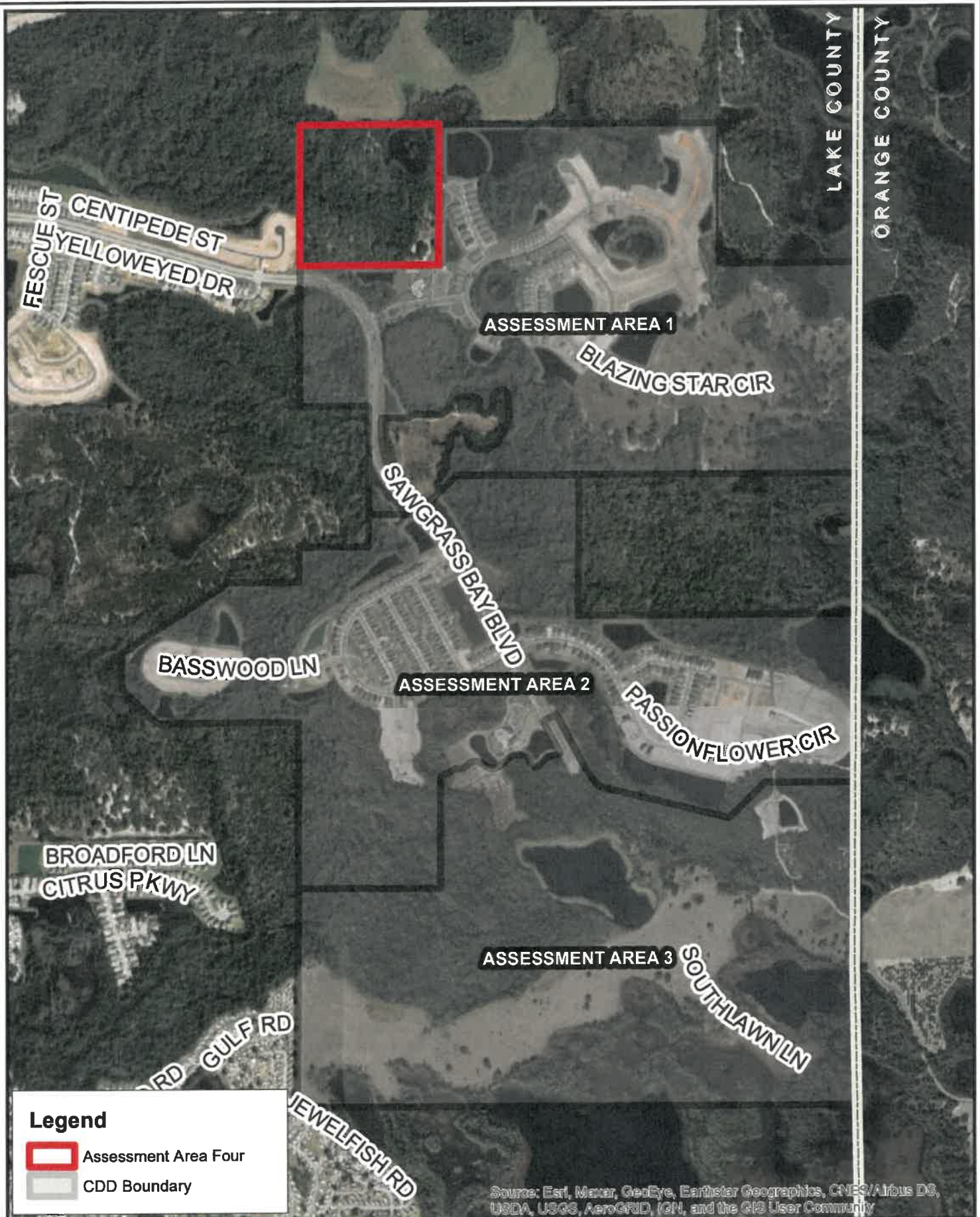
CONTAINING 39.97 ACRES MORES OR LESS.



Exhibit B

Vicinity Map





Avalon Groves Community Development District Expansion

Aerial

Lake County

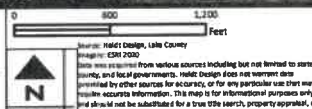
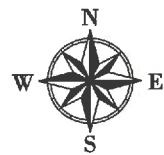


Exhibit C

Plat





EDGEMONT

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA

SHEET 2 OF 8

PLAT
BOOK

PAGE

ABBREVIATIONS & SYMBOLS LEGEND:

A.E. = ACCESS EASEMENT
C = CHORD DISTANCE
CB = CHORD BEARING
CCR = CERTIFIED CORNER RECORD
CDD = COMMUNITY DEVELOPMENT DISTRICT
CL = CENTERLINE
CM = CONCRETE MONUMENT
DE = DRAINAGE EASEMENT
DUE = DRAINAGE & UTILITY EASEMENT
ID = IDENTIFICATION
DUA = DRAINAGE, UTILITY & ACCESS EASEMENT
E = EAST
ESMT = EASEMENT
FIP = FOUND IRON PIPE
L = ARC LENGTH
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
N = NORTH
NR = NON-RADIAL
NTS = NOT TO SCALE
O.R.B. = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PCP = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PI = POINT OF INTERSECTION
PNT = POINT OF NON-TANGENCY
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
R = RADIUS
RP = RADIUS POINT
R/W = RIGHT-OF-WAY
RGE = RANGE
S = SOUTH
SEC = SECTION
SWE = SIDEWALK EASEMENT
TWP = TOWNSHIP
UE = UTILITY EASEMENT
W = WEST

○ FOUND PERMANENT REFERENCE MONUMENTS UNLESS OTHERWISE NOTED PRM

□ FOUND PERMANENT REFERENCE MONUMENTS (4"x4" CM)

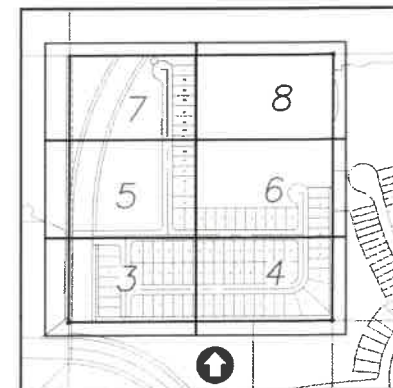
⊙ SET PERMANENT CONTROL POINT (NAIL & DISC - DISC STAMPED: "LB 6605") (PCP)

● SET 5/8" REBAR & CAP (UNLESS NOTED) (CAP STAMPED: "LB 6605") (PRM)

△ CENTRAL ANGLE

✱ SECTION CORNER

--- CENTERLINE



SHEET LAYOUT INDEX (SHEETS 3-8)
NOT TO SCALE

SHEET INDEX:

SHEET 1 - LEGAL DESCRIPTION, DEDICATIONS & NOTES
SHEET 2 - PLAT OVERALL BOUNDARY
SHEETS 3-8 - PLAT DETAIL SHEETS



1012 EMMETT STREET
KISSIMMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION: 32069
EB NO. 6336 | LB NO. 6605
E-MAIL: SURVEY@FHRSSURVEY.COM

Table 1

Ownership & Maintenance



Table 1. OWNERSHIP AND MAINTENANCE

Ownership and maintenance of the improvements* is anticipated as set forth below:

IMPROVEMENT

OWNERSHIP/MAINTENANCE

Stormwater Management System

Community Development District
(with Drainage Easements to Lake
County)

Roadway Systems (Local Roads)

ROW to be dedicated to Lake County

Master Sewer Facilities

Utilities, Inc. (Private)

Master Water Facilities

Utilities, Inc. (Private)

Master Reuse Water System

Utilities, Inc. (Private)

Master Dry Utilities

Utility Companies (with Utility
Easements)

Landscaping, Irrigation and Monument Signs

Community Development District

*Only improvements that will be owned and maintained by the District or Lake County will be financed by the District.



Table 2

Opinion of Probable Cost



**Avalon Groves Community Development District
2022 Project Costs**

<u>Item</u>	<u>Expansion Area</u>
	92 Lots
Master Infrastructure	
Clearing / Earthwork (1)	\$637,515
Master Stormwater Management	\$540,167
Local Roads	\$754,948
Landscaping, Irrigation, Entry Feature	\$341,500
Recreation	\$117,770
Professional Fees (2)	\$382,704
Sub-total	\$2,774,604
 Contingency	 \$277,460
 Project Total	 \$3,052,064
Anticipated Buildout	2022
(1) Earthwork excludes the placement and grading on any developable lots	
(2) Professional fees associated with public infrastructure only	
(3) All Costs are in 2022 Dollars	

Table 3

Permit Status



PERMIT STATUS

The permit status for the Edgemont development plans is as follows:

<u>PERMIT</u>	<u>STATUS</u>
1. Lake County – Preliminary Plat	Approved
2. Lake County – Edgemont Construction Plans	Approved
3. Lake County – Final Plat	In Progress
4. SJRWMD Environmental Resource Permit Edgemont – Permit #163922-1	Approved
5. Lake County – Driveway Connection Permit 53316	Approved
6. Lake County – ROW Utilization Permit 10209	Approved
7. FDEP Water Permit	Approved
8. FDEP Wastewater Permit	Approved
9. FDEP Wetland Permit for Former ACOE 396382-001-SFI	Approved
10. FFWCC Gopher Tortoise GTC-21-00141	Approved



EXHIBIT 16



**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT
\$4,260,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project)
(Preliminary Numbers)

February 7, 2022

Prepared by:
DPFG MANAGEMENT & CONSULTING LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

I. INTRODUCTION

The purpose of this *Special Assessment Methodology Report* is to describe the methodology of the Avalon Groves Community Development District (“**District**”) for allocating debt special assessments in connection with the District’s issuance of its proposed \$4,260,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (“**2022 Bonds**”).

II. BACKGROUND

By way of background, the District was previously divided into three assessment areas, Assessment Area One, Assessment Area Two, and Assessment Area Three. To finance the District’s various capital improvement projects, the District previously issued its \$2,415,000 Special Assessment Bonds, Series 2017 (Assessment Area One Project); its \$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and \$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project); \$3,500,000 Special Assessment Bonds, Series 2019 (Phases 1 and 2 Sub-Assessment Area One Project); \$6,075,000 Special Assessment Bonds, Series 2021 (Assessment Area Three Project); and \$3,490,000 Special Assessment Bonds, Series 2021 (Phases 3 and 4 Sub-Assessment Area One Project). These prior bond issuances funded projects within each of the District’s three existing assessment areas and are secured by debt assessments previously levied on the lands within the existing assessment areas.

On December 21, 2021, and effective January 4, 2022, the Lake County Board of County Commissioners adopted Ordinance No. 2021-53 expanding the District’s boundaries to include what is known as the “Edgemont” property a/k/a “**Assessment Area Four.**” Assessment Area Four includes 39.97 acres of land, and is planned for 92 residential homes, as shown in **Table 1**.

To provide public infrastructure for Assessment Area Four, the District intends to undertake the “**Assessment Area Four Project**” (a/k/a “2022 Project”), which is described in the District’s 2022 Supplemental Engineer’s Report dated January 2022 (“**Engineer’s Report**”). The Assessment Area Four Project includes, but is not limited to, stormwater management and other

public improvements, land acquisition, and professional fees. The Assessment Area Four Project totals \$3,052,064 as shown in the Engineer's Report and herein on **Table 2**. The District will finance a portion of the Assessment Area Four Project with the 2022 Bonds and will secure the 2022 Bonds in part with debt assessments known as the "**Assessment Area Four Assessments**."

The 2022 Bonds are anticipated to be issued with a 30-year maturity, and for purposes of this Report, the undersigned has used an estimated interest rate of 6%. The anticipated sources and uses of the 2022 Bonds are as set forth in **Table 3**. All such information is subject to change and will be updated upon pricing of the 2022 Bonds and finalization of this report.

III. ASSESSMENT METHODOLOGY

Under Chapter 190, *Florida Statutes*, the District has the authority to issue bonds, construct and/or acquire capital projects using the proceeds of the bonds, and levy debt assessments to secure the repayment of the bonds. For a special assessment to be valid under Florida law, the special assessment must meet two requirements: (1) the benefit from the project to the lands subject to the special assessments must exceed or equal the amount of the special assessments, and (2) the special assessments must be fairly and reasonably allocated across all such benefitted properties. An assessment methodology may be based on front footage, or any other reasonable allocation method, so long as these requirements are met. As described herein, the Assessment Area Four Assessments meet both requirements.

The Assessment Area Four Project provides a special and peculiar benefit to the developable property within Assessment Area Four, which is distinct from benefits that may be provided to properties outside of that assessment area. The special and peculiar benefits include: (a) added use of the property, (b) added enjoyment of the property, (c) decreased insurance premiums, and (d) increased marketability and value of the property. Without the Assessment Area Four Project, the development of Assessment Area Four would not be possible. While the precise amount of the benefit from the Assessment Area Four Project to Assessment Area Four cannot be determined with mathematical certainty, such benefit is more than the cost of the Assessment Area Four Assessments. The proposed, maximum Assessment Area Four Assessments are as shown in **Table 2**, and such amounts are less than the cost of the Assessment Area Four Project.

Further, the Assessment Area Four Assessments will be fairly and reasonably allocated using Equivalent Assessment Units ("**ERUs**"). All previous debt assessments within the District have been assigned based on ERUs, and the Assessment Area Four Assessments will be assigned in the same manner. Larger lots are assigned relatively higher ERUs than smaller lots. The rationale behind the different ERU weights is supported by the fact that generally and on average products with smaller lot sizes will use and benefit from the Assessment Area Four Project less than products with larger lot sizes. For instance, generally and on average products with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than products with larger lot sizes. Additionally, the value of the products with larger lot sizes is likely to appreciate by more in terms of dollars than that of the products with smaller lot sizes as a result of the implementation of the Assessment Area Four Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this

time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received from the Assessment Area Four Project. The method of using ERU factors to allocate assessments meets statutory requirements and is commonly accepted in the industry.

Initially, the Assessment Area Four Assessments will be allocated within the benefitted lands within Assessment Area Four on a per acre basis. As portions of lands are platted within Assessment Area Four, the Assessment Area Four Assessments will be allocated on a first-platted, first-assigned basis, using the ERU factors set forth in **Table 4**. Any unassigned amount of Assessment Area Four Assessments encumbering the remaining unplatted lands will continue to be calculated and levied on an equal assessment per acre basis within Assessment Area Four. Notably, because only 50' Lots are planned for Assessment Area Four, all of the planned 50' Lots will pay the same amount of Assessment Area Four Assessments.

Maximum Master Lien; Supplemental Reports. A maximum bond sizing for Assessment Area Four has been provided in **Table 5**. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which all the Assessment Area Four Project costs are funded with bond proceeds. However, the District is not obligated to issue bonds, or may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities, and structures up to the maximum principal amount. **Table 5** represents the maximum Assessment Area Four Assessments necessary to support repayment of the maximum 2022 Bonds.

Along those lines, this master assessment allocation methodology is intended to establish, without the need for a further public hearing, the necessary benefit, and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the Assessment Area Four Project referenced herein. All such liens shall be within the benefit limits established herein, and specifically below the amounts set forth in **Table 5**, and using the allocation methodology described herein, and shall be described in one or more supplemental reports. Note that landowners will not have a payment obligation until the issuance of the 2022 Bonds, at which time the Assessment Area Four Assessments securing the 2022 Bonds will be finally determined. Excluding any capitalized interest period, the Assessment Area Four Assessments shall be paid in no more than thirty (30) annual installments.

Common Areas. All amenities and common areas not owned by the District and within Assessment Area Four will be owned and operated by a homeowners'/property owners' association(s) for the benefit of the Assessment Area Four landowners and are considered a common element for the exclusive benefit of residents and landowners. Accordingly, any benefit from the amenities and common areas flows directly to the benefit of all land within Assessment Area Four. For this reason, no Assessment Area Four Assessments will be assigned to the amenities and common areas.

Government Property. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Assessment Area Four Assessments without specific consent thereto. If at any time, any real property on which Assessment Area Four Assessments are imposed is sold or otherwise transferred to a unit of local, state, or federal government, or similarly exempt entity, all future unpaid Assessment Area Four Assessments for such tax parcel shall become due and payable immediately prior to such transfer

without any further action of the District.

Third Party Transfers. In the event an unplatted parcel is sold to a third party not affiliated with the Developer, the Assessment Area Four Assessments will be assigned to that unplatted parcel based on the maximum total number of planned units reasonably assigned by the Developer to that unplatted parcel. The owner of that unplatted parcel will be responsible for the total assessments applicable to the unplatted parcel, regardless of the total number of planned units ultimately platted. These total Assessment Area Four Assessments are fixed to the unplatted parcel at the time of sale. If the unplatted parcel is subsequently sub-divided into smaller parcels, the total assessments initially allocated to the unplatted parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting, and then first-platted, first-assigned).

Contributions. As set forth in any supplemental report, and for any particular bond issuance, and subject to an appropriate agreement with the District, the land developer may opt to “buy down” the assessments on particular product types and/or lands using a contribution of cash, infrastructure, work product or land (at appraised value), or other consideration, and in order for assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the developer to pay down assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

Reallocation. Please note that in the event the Assessment Area Four Project is not completed, required contributions are not made, the District’s boundaries are amended, or other circumstances occur, the District may elect to reallocate assessments and expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

IV. TRUE-UP PAYMENTS

The District’s assessment program is predicated on the development of lots in the manner described in **Table 1**. However, if a change in development results in a net decrease in the overall principal amount of Assessment Area Four Assessments able to be assigned to the lands within Assessment Area Four, then a “true-up payment,” equal to the shortfall in Assessment Area Four Assessments (including principal and applicable interest, as well as any collection fees and costs), will be required to cure the deficiency. If a change in development would result in a net increase in the overall principal amount of Assessment Area Four Assessments able to be assigned to Assessment Area Four, then the District shall undertake a pro rata reduction of Assessment Area Four Assessments for all assessed properties within Assessment Area Four.

The District shall perform a review of the development plan for true-up calculation purposes upon the presentation of each plat, but only after a plat is presented that intends to plat the lesser of (i) at least 50% of the acres within Assessment Area Four or (ii) at least 50% of the planned units for Assessment Area Four. As part of the District’s review, a landowner may provide for the District’s consideration the following information: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of

allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, *Florida Statutes* upon the advice of District Counsel.

For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

V. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, the District's underwriter, and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. DPFG Management & Consulting, LLC makes no representations regarding that information, beyond restatement of the factual information necessary for preparation of this report.

DPFG Management & Consulting, LLC, does not represent the District as a Municipal Advisor or Securities Broker within the meaning of Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, DPFG Management & Consulting, LLC, does not provide the District with financial advisory services or offer investment advice in any form.



TABLES

TABLE 1 – Development Plan

Product Type	ERU	Number of Units
50' Lots	1.0*	92

* An ERU of 1.0 for a 50' Lot is consistent with the District's prior assessment reports.

TABLE 2 – 2022 Project Costs

IMPROVEMENT	ESTIMATED COST*
Clearing / Earthwork	\$637,515
Master Stormwater Management	\$540,167
Local Roads	\$754,948
Landscaping, Retaining Wall, Entry Feature	\$459,270
Professional Fees	\$382,704
Contingency	\$277,460
TOTAL	\$3,052,064

*Information provided by District Engineer.

TABLE 3 – Sources and Uses of Funds (*Preliminary*)

SOURCES	
Bond Par Amount	\$4,260,000
TOTAL SOURCES:	\$4,260,000
USES	
Debt Service Reserve Fund	\$309,484
Capitalized Interest Fund	\$511,200
Costs of Issuance	\$387,252
Project Fund	\$3,052,064
TOTAL USES:	\$4,260,000

* Information provided by Underwriter.

TABLE 4 – Benefit Allocation

Product Type	ERU	Number of Units	Total ERUs
50' Lots	1.0	92	92



TABLE 5 – Debt Assessment Allocation After Plat Mac Recordation

Lot Product Type	Lots	ERU	Total ERU	Total Maximum Annual Debt Service*	Maximum Annual Debt Service Per Lot*	Principal Amount	Principal Per Lot
50' Lots	92	1	92	\$309,484	\$3,364	\$4,260,000	\$46,304

* Excludes County Collection Costs and Early Payment Discounts, which may vary.

TABLE 6 – Debt Assessment Allocation Before Plat Map Recordation

Undeveloped Acres	39.97
Total Maximum Annual Debt Service	\$309,484
Maximum Annual Debt Service per Acre	\$7,743
Total Principal	\$4,260,000
Principal per Acre	\$106,580

PRELIMINARY ASSESSMENT ROLL:

Lot / Parcel	Assigned ERU	Series 2022 Bonds Principal Amount	Maximum Annual Debt Service*
See attached Legal Description for 39.97 acres	92.0	\$4,260,000	\$309,484

* Excludes County Collection Costs and Early Payment Discounts, which may vary.



LEGAL DESCRIPTION OF ASSESSMENT AREA FOUR:

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH $89^{\circ}53'49''$ EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, $S00^{\circ}15'25''$ W, 1326.78 FEET; THENCE, RUN $S89^{\circ}51'50''$ W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, $N00^{\circ}13'30''$ E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

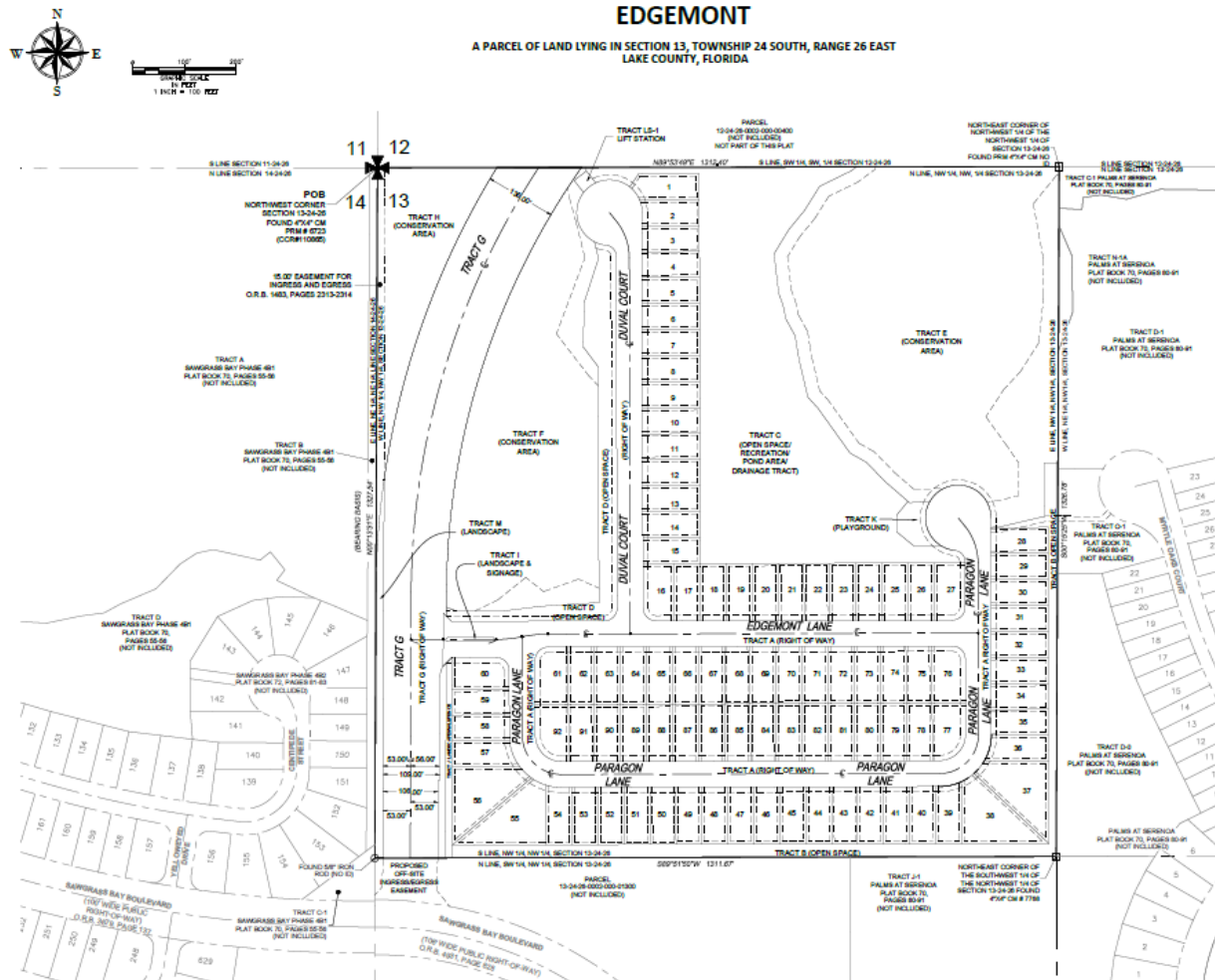


EXHIBIT 17



**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

**SUPPLEMENTAL SPECIAL ASSESSMENT METHODOLOGY REPORT
\$2,105,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project)**

April 8, 2022

Prepared by:
DPFG MANAGEMENT & CONSULTING LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

This document supplements the *Master Special Assessment Methodology Report - \$4,260,000 Special Assessment Bonds, Series 2022 (Assessment Area Four Project)* ("**Master Assessment Report**") in order to set forth the Assessment Area Four Assessments. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Assessment Report.

The following tables set forth the Assessment Area Four Assessments based on the final sizing of the Series 2022 Bonds. The Series 2022 Bonds will be issued with an average coupon of 4.44% interest, a capitalized interest term through November 1st, 2022, a Debt Service Reserve Fund equal to 25% of the Maximum Annual Debt Service, and a term of 30 years.

TABLE 1 – Sources and Uses of Funds

SOURCES	
Bond Par Amount	2,105,000
Original Issue Discount	-19,087
TOTAL SOURCES:	2,085,913
USES	
Debt Service Reserve Fund	32,169
Capitalized Interest Fund	46,549
Costs of Issuance	156,250
Underwriters Discount	36,606
Project Fund	\$1,814,339
TOTAL USES:	\$2,085,913

* Information provided by Underwriter.



TABLE 2 – Debt Assessment Allocation upon Platting

Lot Product Type	Lots	ERU	Total ERU	Principal Amount	Total Maximum Annual Debt Service*	Principal Per Lot	Maximum Annual Debt Service Per Lot*
50' Lots	92	1	92	2,105,000	128,675	22,880	1,399

* Excludes County Collection Costs and Early Payment Discounts, which may vary.

ASSESSMENT ROLL:

Lot / Parcel	Assigned ERU	Principal Amount	Principal Per Acre	Maximum Annual Debt Service per Acre*
See attached Legal Description for 39.97 acres	92	2,105,000	52,664	3,219

* Excludes County Collection Costs and Early Payment Discounts, which may vary.



LEGAL DESCRIPTION OF ASSESSMENT AREA FOUR:

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

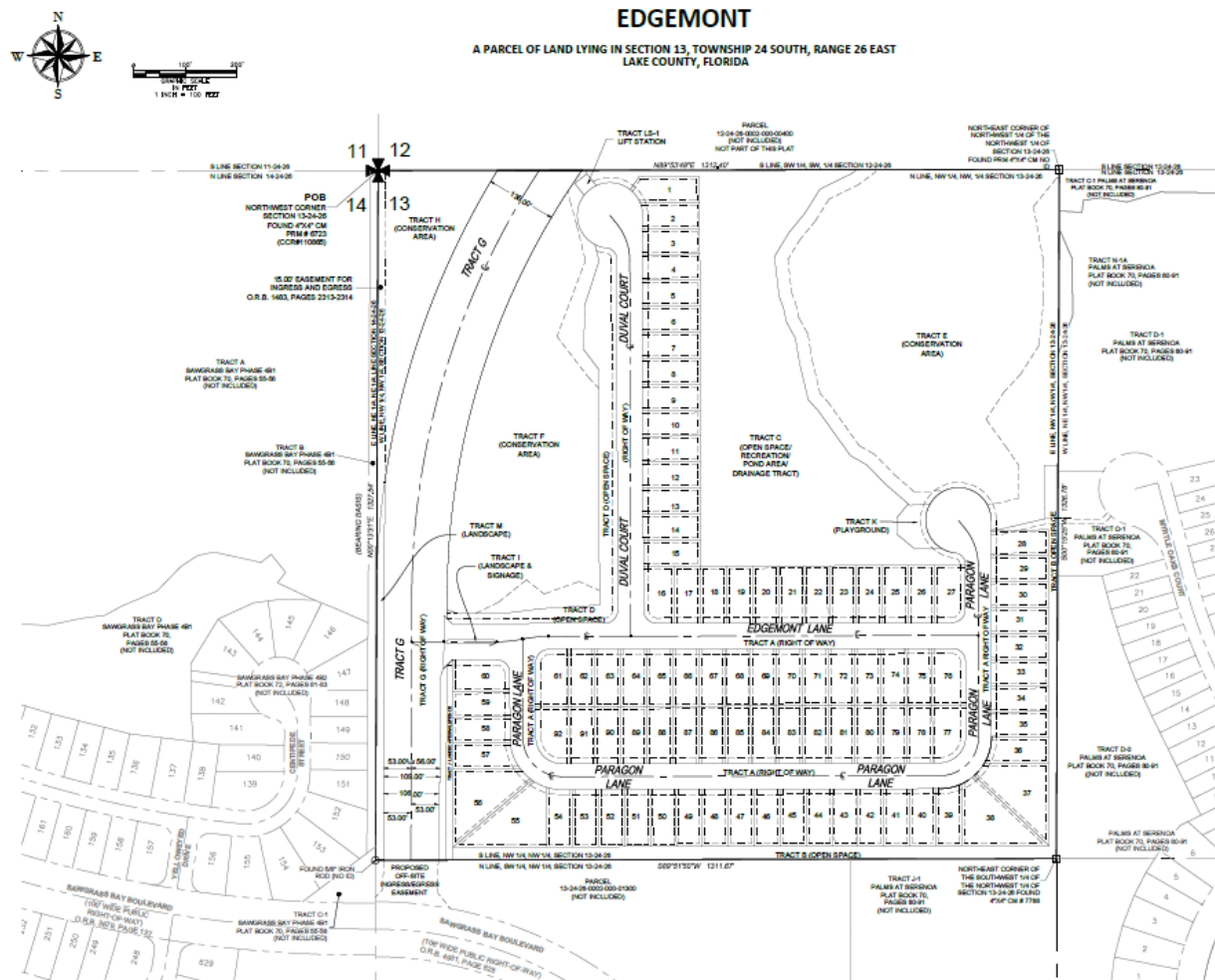


EXHIBIT 18



RESOLUTION 2022-13

**[SECTION 170.08 DEBT ASSESSMENT LEVY RESOLUTION
FOR ASSESSMENT AREA FOUR PROJECT]**

A RESOLUTION MAKING CERTAIN FINDINGS; AUTHORIZING A CAPITAL IMPROVEMENT PLAN FOR ASSESSMENT AREA FOUR; ADOPTING AN ENGINEER'S REPORT; PROVIDING AN ESTIMATED COST OF IMPROVEMENTS; ADOPTING AN ASSESSMENT REPORT; EQUALIZING, APPROVING, CONFIRMING AND LEVYING DEBT ASSESSMENTS ON ASSESSMENT AREA FOUR; ADDRESSING THE FINALIZATION OF SPECIAL ASSESSMENTS; ADDRESSING THE PAYMENT OF DEBT ASSESSMENTS AND THE METHOD OF COLLECTION; PROVIDING FOR THE ALLOCATION OF DEBT ASSESSMENTS AND TRUE-UP PAYMENTS; ADDRESSING GOVERNMENT PROPERTY, AND TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE AND FEDERAL GOVERNMENT; AUTHORIZING AN ASSESSMENT NOTICE; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"); and

WHEREAS, the District has previously indicated its intention to construct certain types of improvements and to finance such improvements through the issuance of bonds, notes or other specific financing mechanisms, which bonds, notes or other specific financing mechanisms would be repaid by the imposition of special assessments on benefited property within the District's "**Assessment Area Four**," which is defined in the Engineer's Report (defined herein); and

WHEREAS, the District's Board of Supervisors ("**Board**") has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments, and now desires to adopt a resolution imposing and levying such assessments as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AS
FOLLOWS:**

1. **AUTHORITY.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*. The recitals stated above are incorporated herein; are adopted by the Board as true and correct statements; and are further declared to be findings made and determined by the Board.

2. **FINDINGS.** The Board further finds and determines as follows:



The Capital Improvement Plan

- a. The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects and services necessitated by the development of, and serving lands within, the District; and
- b. On February 24, 2022, and pursuant to Section 170.03, *Florida Statutes*, among other laws, the Board adopted Resolution 2022-07 ("**Declaring Resolution**"), and in doing so determined to undertake a capital improvement plan to install, plan, establish, construct or reconstruct, enlarge, equip, acquire, operate and/or maintain the District's infrastructure improvements planned for the District's "Assessment Area Four Project" ("**Project**"); and
- c. The Project is described in the Declaring Resolution and the *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022 ("**Engineer's Report**," attached hereto as **Exhibit A** and incorporated herein by this reference), and the plans and specifications for the Project are on file in the offices of the District Manager at c/o DPF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District Records Office**"); and

The Debt Assessment Process

- d. Also as part of the Declaring Resolution, the Board expressed an intention to issue bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project, and further declared its intention to defray the whole or any part of the expense of the Project by levying special assessments ("**Debt Assessments**") on specially benefited property within Assessment Area Four; and
- e. The Declaring Resolution was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met; and
- f. As directed by the Declaring Resolution, said Declaring Resolution was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District; and
- g. As directed by the Declaring Resolution, the Board caused to be made a preliminary assessment roll as required by Section 170.06, *Florida Statutes*; and
- h. As required by Section 170.07, *Florida Statutes*, and as part of the Declaring Resolution, the Board fixed the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein could appear before the Board and be heard as to (i) the propriety and advisability of making the improvements, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel, and the Board further authorized



publication of notice of such public hearing and individual mailed notice of such public hearing in accordance with Chapters 170, 190, and 197, *Florida Statutes*; and

- i. Notice of the scheduled public hearing was given by publication and also by mail as required by Sections 170.07 and 197.3632, *Florida Statutes*, and affidavits as to such publication and mailings are on file in the office of the Secretary of the District; and
- j. On April 28, 2022, and at the time and place specified in the Declaring Resolution, the Board conducted such public hearing and heard and considered all complaints and testimony as to the matters described above; the Board further met as an “Equalization Board;” and the Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll; and

Equalization Board Additional Findings

- k. Having considered the estimated costs of the Project, the estimated financing costs and all comments and evidence presented at such public hearing, the Board further finds and determines that:
 - i. It is necessary to the public health, safety and welfare and in the best interests of the District that: (1) the District provide the Project as set forth in the Engineer’s Report; (2) the cost of such Project be assessed against the lands specially benefited by such Project, and within Assessment Area Four; and (3) the District issue bonds, notes or other specific financing mechanisms to provide funds for such purposes pending the receipt of such Debt Assessments; and
 - ii. The provision of said Project, the levying of the Debt Assessments, and the sale and issuance of such bonds, notes, or other specific financing mechanisms serve a proper, essential, and valid public purpose and are in the best interests of the District, its landowners and residents; and
 - iii. The estimated costs of the Project are as specified in the Engineer’s Report and Assessment Report (defined below), and the amount of such costs is reasonable and proper; and
 - iv. It is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefited thereby in Assessment Area Four, using the method determined by the Board and set forth in the *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022 (“**Assessment Report**,” attached hereto as **Exhibit B** and incorporated herein by this reference), which results in the Debt Assessments set forth on the final assessment roll; and
 - v. The Project benefits all developable property within Assessment Area Four; and
 - vi. Accordingly, the Debt Assessments as set forth in the Assessment Report constitute a special benefit to all parcels of real property listed on said final assessment roll, and the benefit, in the case of each such parcel, will be equal to



or in excess of the Debt Assessments imposed thereon, as set forth in **Exhibit B**; and

- vii. All developable property within Assessment Area Four is deemed to be benefited by the Project, and the Debt Assessments will be allocated in accordance with the Assessment Report at **Exhibit B**; and
- viii. The Debt Assessments are fairly and reasonably allocated across the benefitted property, as set forth in **Exhibit B**; and
- ix. It is in the best interests of the District that the Debt Assessments be paid and collected as herein provided; and
- x. In order to provide funds with which to pay the costs of the Project which are to be assessed against the benefited properties, pending the collection of the Debt Assessments, it is necessary for the District to issue revenue bonds, notes or other specific financing mechanisms, including refunding bonds (together, "**Bonds**").

3. **AUTHORIZATION FOR PROJECT; ADOPTION OF ENGINEER'S REPORT.** The Engineer's Report identifies and describes the infrastructure improvements to be financed in part with the Bonds, and sets forth the costs of the Project. The District hereby confirms that the Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Bonds is hereby authorized, approved and ratified, and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

4. **ESTIMATED COST OF IMPROVEMENTS.** The total estimated costs of the Project and the costs to be paid by the Debt Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

5. **ADOPTION OF ASSESSMENT REPORT.** The Assessment Report setting forth the allocation of Debt Assessments to the benefitted lands within Assessment Area Four is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Bonds.

6. **EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF DEBT ASSESSMENTS.** The Debt Assessments imposed on the parcels specially benefited by the Project within Assessment Area Four, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, the lien of Debt Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the District in the District's "**Improvement Lien Book.**" The Debt Assessments against each respective parcel shown on such final assessment roll and interest, costs, and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel, coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

- a. ***Supplemental Assessment Resolutions for Bonds.*** The lien for the Debt Assessments established hereunder shall be inchoate until the District issues Bonds. In connection with the issuance of any particular series of the Bonds, the District may adopt, without the need for further public hearing, a supplemental assessment resolution establishing



specific Debt Assessments, in one or more separately enforceable Debt Assessment liens, securing such Bonds. Such subsequent resolutions shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Among other things, the supplemental assessment resolutions may provide for the issuance of multiple series of Bonds each secured by one or more different assessment areas within Assessment Area Four.

- b. **Adjustments to Debt Assessments.** The District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary and in the best interests of the District, as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law.
- c. **Contributions.** In connection with the issuance of a series of the Bonds, the project developer may request that any related Debt Assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of an applicable acquisition agreement, and this resolution, the developer will agree to provide a contribution of infrastructure, work product, or land based on the lesser of the developer's cost basis or appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment under the Bonds.
- d. **Impact Fee Credits.** The District may or may not be entitled to impact fee credits as a result of the development of the Project, based on applicable laws and/or agreements governing impact fee credits. Unless otherwise addressed by supplemental assessment resolution, the proceeds from any impact fee credits received may be used in the District's sole discretion as an offset for any acquisition of any portion of the Project (e.g., land based on the lesser of cost basis or appraised value, infrastructure and/or work product), for completion of the Project, or otherwise used against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits.

7. **FINALIZATION OF DEBT ASSESSMENTS.** When a project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to Section 170.08, *Florida Statutes*, the District shall credit to each Debt Assessment the difference, if any, between the Debt Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the applicable project. In making such credits, no credit shall be given for bond, note or other specific financing mechanism costs, capitalized interest, funded reserves or bond or other discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

8. **PAYMENT OF DEBT ASSESSMENTS AND METHOD OF COLLECTION.**

- a. **Payment.** The Debt Assessments, as further set forth in each supplemental assessment



resolution, and securing the issuance of each series of the Bonds, may be paid in not more than thirty (30) yearly installments of principal and interest – beginning upon the issuance of the particular series of the Bonds (and after taking into account any capitalized interest periods), provided, however, that the Board shall at any time make such adjustments by resolution, and at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District.

- b. **Prepayment.** Subject to the provisions of any supplemental assessment resolution, any owner of property subject to the Debt Assessments may, at its option, pre-pay the entire amount of the Debt Assessment any time, or a portion of the amount of the Debt Assessment up to two times, plus accrued interest to the next succeeding interest payment date (or the second succeeding interest payment date if such prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the Debt Assessments in question)), attributable to the property subject to Debt Assessments owned by such owner. Prepayment of Debt Assessments does not entitle the property owner to any discounts for early payment. If authorized by a supplemental assessment resolution, the District may grant a discount equal to all or a part of the payee's proportionate share of the cost of the Project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the Project, upon payment in full of any Debt Assessment during such period prior to the time such financing costs are incurred as may be specified by the District.
- c. **Uniform Method; Alternatives.** The District may elect to use the method of collecting Debt Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* ("Uniform Method"). The District has heretofore taken all required actions to comply with Sections 197.3632 and 197.3635, *Florida Statutes*. Such Debt Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its Debt Assessments is not available to the District in any year, or if determined by the District to be in its best interests, and subject to the terms of any applicable trust indenture, the Debt Assessments may be collected as is otherwise permitted by law. In particular, the District may, in its sole discretion, collect Debt Assessments by directly billing landowners and enforcing said collection in any manner authorized by law. Any prejudgment interest on delinquent assessments that are directly billed shall accrue at the applicable rate of any bonds or other debt instruments secured by the Debt Assessments. The decision to collect Debt Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Debt Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.
- d. **Uniform Method Agreements Authorized.** For each year the District uses the Uniform Method, the District shall enter into an agreement with the County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.



- e. **Re-amortization.** Any particular lien of the Debt Assessments shall be subject to re-amortization where the applicable series of Bonds is subject to re-amortization pursuant to the applicable trust indenture and where the context allows.

9. ALLOCATION OF DEBT ASSESSMENTS; APPLICATION OF TRUE-UP PAYMENTS.

- a. At such time as parcels of land, or portions thereof, are included in a plat or site plan, it shall be an express condition of the lien established by this Resolution that, prior to County approval, any and all plats or site plans for any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review. As parcels of land, or portions thereof, are included in a plat or site plan, the District Manager shall review the plat or site plan and cause the Debt Assessments securing each series of Bonds to be reallocated to the units being included in the plat or site plan and the remaining property in accordance with **Exhibit B**, and cause such reallocation to be recorded in the District's Improvement Lien Book.
- b. Pursuant to the Assessment Report, attached hereto as **Exhibit B**, and which terms are incorporated herein, there may be required from time to time certain true-up payments. When a plat or site plan is presented to the District, the District Manager shall review the plat or site plan to determine whether, taking into account the plat or site plan, there is a net shortfall in the overall principal amount of assessments reasonably able to be assigned to benefitted lands within Assessment Area Four. Such determination shall be made based on the language in this Resolution and/or the tests or other methods set forth in **Exhibit B** (if any), or any tests or methods set forth in a supplemental assessment resolution and corresponding assessment report. If the overall principal amount of assessments reasonably cannot be assigned, or is not reasonably expected to be assigned, as set forth in more detail in and subject to the terms of **Exhibit B** (or any supplemental resolution and report, as applicable), to the platted and site planned lands as well as the undeveloped lands, then a debt reduction payment ("**True-Up Payment**") in the amount of such shortfall shall become due and payable that tax year by the landowner(s) of record of the land subject to the proposed plat or site plan and of the remaining undeveloped lands, in addition to any regular assessment installment. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. In the event a True-Up Payment is due and unpaid, the lien established herein for the True-Up Payment amount shall remain in place until such time as the True-Up Payment is made. The District shall record all True-Up Payments in its Improvement Lien Book.
- c. In connection with any true-up determination, affected landowner(s) may request that such true-up determination be deferred because the remaining undeveloped lands are able to support the development of all of the originally planned units within Assessment Area Four. To support the request, the affected landowner(s) shall provide the following evidence for the District's consideration: a) proof of the amount of entitlements remaining on the undeveloped lands within Assessment Area Four, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan,



and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. Any deferment shall be in the District's reasonable discretion.

- d. The foregoing is based on the District's understanding that the community would be developed with the type and number of units set forth in **Exhibit B**, on the developable acres. However, more than the stated number of units may be developed. In no event shall the District collect Debt Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in Debt Assessments collected in excess of the District's total debt service obligations for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Debt Assessments.
- e. As set forth in any supplemental assessment resolution and/or supplemental assessment report for a specific series of Bonds, the District may assign a specific debt service assessment lien comprising a portion of the Debt Assessments to an assessment area comprised of specific unplatted lands which are less than all of the unplatted lands in Assessment Area Four, and, accordingly, any related true-up determinations may be limited to determining whether the planned units for such specified lands in the assessment area have been and/or will be developed.

10. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Real property owned by units of local, state, and federal governments, or similarly exempt entities, shall not be subject to the Debt Assessments without specific consent thereto. If at any time, any real property on which Debt Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Debt Assessments thereon), or similarly exempt entity, all future unpaid Debt Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

11. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Lake County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

12. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

14. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.



APPROVED AND ADOPTED THIS 28th DAY OF APRIL, 2022.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairman / Vice Chairman

Exhibit A: *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022

Exhibit B: *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022



EXHIBIT 19



RESOLUTION 2022-__

[SUPPLEMENTAL ASSESSMENT RESOLUTION, SERIES 2022 BONDS,
WITH DELEGATION OF AUTHORITY]

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (ASSESSMENT AREA FOUR PROJECT) ("SERIES 2022 BONDS"); MAKING CERTAIN ADDITIONAL FINDINGS AND CONFIRMING AND/OR ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT AND A SUPPLEMENTAL ASSESSMENT REPORT; DELEGATING AUTHORITY TO PREPARE FINAL REPORTS AND UPDATE THIS RESOLUTION; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE BONDS; ADDRESSING THE ALLOCATION AND COLLECTION OF THE ASSESSMENTS SECURING THE SERIES 2022 BONDS; ADDRESSING PREPAYMENTS; ADDRESSING TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Avalon Groves Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, on December 21, 2021, and effective January 6, 2022, the Board of County Commissioners for Lake County, Florida adopted Ordinance No. 2021-53 expanding the District's boundaries to include an additional 39.97 acres of land ("**Assessment Area Four**"); and

WHEREAS, on February 24, 2022, in order to finance all or a portion of what is known as the "**Assessment Area Four Project**" (a/k/a "**2022 Project**"), the District adopted Resolution 2022-08 ("**Delegated Award Resolution**"), which authorized the District to enter into a *Bond Purchase Contract* and sell its Special Assessment Revenue Bonds, Series 2022 (Assessment Area Four Project) ("**Series 2022 Bonds**") within certain parameters set forth in the Delegated Award Resolution; and

WHEREAS, on April 28, 2022, the District's Board of Supervisors ("**Board**") adopted, after notice and public hearing, Resolution 2022-__ ("**Master Assessment Resolution**"), relating to the imposition, levy, collection and enforcement of debt service special assessments to secure the repayment of the Series 2022 Bonds; and

WHEREAS, the Master Assessment Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, and the application of receipt of any true-up proceeds; and

WHEREAS, pursuant to and consistent with the Master Assessment Resolution and Delegated Award Resolution, the District desires to authorize the finalization of its "**Assessment Area Four Assessments**" securing the Series 2022 Bonds, among other items.



**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AS
FOLLOWS:**

1. **INCORPORATION OF RECITALS.** All of the above representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

2. **AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Master Assessment Resolution.

3. **ADDITIONAL FINDINGS; ADOPTION OF ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT.** The Board hereby finds and determines as follows:

- a. The *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022, and attached to this Resolution as **Exhibit A ("Engineer's Report")**, identifies and describes, among other things, the presently expected components of the 2022 Project. The Engineer's Report sets forth the estimated costs of the 2022 Project. The District hereby confirms that the 2022 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District authorizes its use in connection with the sale of the Series 2022 Bonds.
- b. The *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022, as supplemented by the *Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)*, and attached to this Resolution as **Exhibit B ("Assessment Report")**, applies to the 2022 Project and the actual terms of the Series 2022 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District authorizes its use in connection with the sale of the Series 2022 Bonds.
- c. Generally speaking, and subject to the terms of **Exhibit A** and **Exhibit B**, the 2022 Project benefits property within the District known as Assessment Area Four, as further described in **Exhibit C** attached hereto. Moreover, the benefits from the 2022 Project funded by the Series 2022 Bonds equal or exceed the amount of the special assessments ("**Assessment Area Four Assessments**"), as described in **Exhibit B**, and such Assessment Area Four Assessments are fairly and reasonably allocated across the Assessment Area. It is reasonable, proper, just and right to assess the portion of the costs of the 2022 Project to be financed with the Series 2022 Bonds to the specially benefited properties within the Assessment Area as set forth in Master Assessment Resolution and this Resolution.

4. **CONFIRMATION OF MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2022 BONDS; DELEGATION OF AUTHORITY FOR DISTRICT STAFF TO ISSUE FINAL REPORTS AND UPDATE THIS RESOLUTION.** As provided in the Master Assessment Resolution, this Resolution is intended to set forth the terms of the Series 2022 Bonds and the final amount of the lien of the Assessment Area Four Assessments. In connection with the closing on the sale of the Series 2022 Bonds, District Staff is authorized to: (a) prepare final versions of the Engineer's Report and Assessment Report, provided however that the Assessment Area Four Assessments shall be levied and imposed within the parameters

of the Master Assessment Resolution and Delegated Award Resolution, and the final versions shall be approved by the Chairperson and/or Vice Chairperson in the Chairperson's absence, which approval shall be conclusively evidenced by the attachment of the final versions hereto; (b) replace **Exhibits A and B** with the final versions of the Engineer's Report and Assessment Report to incorporate final pricing terms, as noted in (a); and (c) after pricing, attach a **Composite Exhibit D** to this Resolution showing: (i) the rates of interest and maturity on the Series 2022 Bonds, (ii) the estimated sources and uses of funds of the Series 2022 Bonds, and (iii) the debt service due on the Series 2022 Bonds. The lien of the Assessment Area Four Assessments shall be the principal amount due on the Series 2022 Bonds, together with interest and collection costs, and other pledged revenues as set forth in the applicable indenture(s).

5. **ALLOCATION AND COLLECTION OF THE ASSESSMENT AREA FOUR ASSESSMENTS.**

- a. The Assessment Area Four Assessments shall be allocated in accordance with **Exhibit B**. The final Assessment Report to be attached as **Exhibit B** shall reflect the actual terms of the issuance of the Series 2022 Bonds.
- b. Section 8 of the Master Assessment Resolution sets forth the terms for collection and enforcement of the Assessment Area Four Assessments. The District hereby certifies the Assessment Area Four Assessments for collection to ensure payment of debt service as set forth in **Exhibit B** and **Composite Exhibit D**. The District Manager is directed and authorized to take all actions necessary to collect special assessments on property using methods available to the District authorized by Florida law and the applicable trust indenture in order to provide for the timely payment of debt service (and after taking into account any capitalized interest period, if any). Among other things, the District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Assessment Area Four Assessments and present same to the Board as required by law.

6. **IMPACT FEE CREDITS.** Consistent with the Master Assessment Resolution, and in lieu of receiving impact fee credits (if any) from any public improvements financed by the District, the District may elect to receive a contribution of infrastructure, reduce the cost of acquiring the improvements, or otherwise address the credits, as set forth in an applicable *Acquisition Agreement* between the District and the project developer.

7. **PREPAYMENT OF ASSESSMENT AREA FOUR ASSESSMENTS.** Any owner of property subject to the Assessment Area Four Assessments may, at its option, pre-pay the entire amount of the Assessment Area Four Assessments any time, or a portion of the amount of the Assessment Area Four Assessments up to 2 times (or as otherwise provided by the supplemental indenture for the Series 2022 Bonds), plus any applicable interest (as provided for in the supplemental indenture for the Series 2022 Bonds), attributable to the property subject to the Assessment Area Four Assessments owned by such owner. In connection with any prepayment of Assessment Area Four Assessments, the District may grant a discount equal to all or part of the payee's proportionate share of financing costs (e.g., reserves) to the extent such discounts are provided for under the applicable trust indenture. Except as otherwise set forth herein, Section 8 of the Master Assessment Resolution addresses prepayments for the Assessment Area Four Assessments.

8. **APPLICATION OF TRUE-UP PAYMENTS.** Section 9 of the Master Assessment Resolution, together with the Assessment Report, shall govern true-up as it relates to the Assessment Area Four Assessments and Series 2022 Bonds.

9. **IMPROVEMENT LIEN BOOK.** Immediately following the adoption of this Resolution, the Assessment Area Four Assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Assessment Area Four Assessments shall be and shall remain a legal, valid and binding first lien against all benefitted property as described in **Exhibit B** until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

10. **ADDITIONAL AUTHORIZATION.** The Chairman, the Secretary, and all other Supervisors, officers and staff of the District are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2022 Bonds, and final levy of the Assessment Area Four Assessments, and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the this Resolution. The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

11. **CONFLICTS.** This Resolution is intended to supplement the Master Assessment Resolution, which remains in full force and effect and is applicable to the Series 2022 Bonds except as modified herein. This Resolution and the Master Assessment Resolution shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution, provided however that to the extent of any conflict, this Resolution shall control. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

12. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

13. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

[CONTINUED ON NEXT PAGE]

APPROVED and **ADOPTED** this ____ day of _____, 2022.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairperson

Exhibit A: *Engineer's Supplemental Report – 2022 Bond Issuance, dated February 24, 2022*
Exhibit B: *Master Special Assessment Report (Assessment Area Four Project), dated February 7, 2022*
-and-
Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)
Exhibit C: Legal Description of Assessment Area Four
Comp. Exhibit D: Maturities and Coupon of Series 2022 Bonds
Sources and Uses of Funds for Series 2022 Bonds
Annual Debt Service Payment Due on Series 2022 Bonds



EXHIBIT A

Engineer's Supplemental Report – 2022 Bond Issuance, dated February 24, 2022



EXHIBIT B

Master Special Assessment Report (Assessment Area Four Project), dated February 7, 2022

-and-

Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)



EXHIBIT C

Legal Description of Assessment Area Four

DRAFT



COMPOSITE EXHIBIT D

Maturities and Coupon of Series 2022 Bonds

Sources and Uses of Funds for Series 2022 Bonds

Annual Debt Service Payment Due on Series 2022 Bonds



EXHIBIT 20



This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 100
Tallahassee, Florida 32303

DECLARATION OF CONSENT

D.R. HORTON, INC., a Delaware limited liability company, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Avalon Groves Community Development District ("**District**") is, and has been at all times, on and after April 27, 2016, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Lake County, Florida ("**County**"), relating to the creation of the District, and the subsequent petition for the boundary amendment to include "Assessment Area Four," contained all matters required by the Act to be contained therein and were filed in the manner and by the persons required by the Act; (b) County Ordinance 2016-16, enacted on April 19, 2016, and effective as of April 27, 2016, and as amended by County Ordinance No. 2021-53 enacted on December 21, 2021 and effective January 6, 2022, were duly and properly enacted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 27, 2016, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2022-07, 20__-__, and 20__-__ (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Assessment Area Four Assessments**"). Such Assessment Area Four Assessments, which may include "true-up" payments pursuant to the terms of the Assessment Resolutions, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Assessment Area Four Assessments (including any "true-up" payments), the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project), or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Assessment Area Four Assessments (including any "true-up" payments) and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to

the Assessment Resolutions, the Assessment Area Four Assessments (including any “true-up” payments), the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Assessment Area Four Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Assessment Area Four Assessments in full at any time, or in part up to two times, and in either case with interest, under the circumstances set forth in the resolutions of the District levying such Assessment Area Four Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Assessments is available from the District’s Manager, c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE PROPERTY DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the ____ day of _____, 2022.

WITNESS

D.R. HORTON, INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of D.R. HORTON, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Property



EXHIBIT A

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH $89^{\circ}53'49''$ EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, $S00^{\circ}15'25''W$, 1326.78 FEET; THENCE, RUN $S89^{\circ}51'50''W$, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, $N00^{\circ}13'30''E$, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.



EXHIBIT 21



This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 100
Tallahassee, Florida 32303

SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCE (ASSESSMENT AREA FOUR PROJECT)

The Avalon Groves Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts.

This disclosure is intended to supplement that prior Corrective Disclosure of Public Financing and Maintenance of Improvements to Real Property recorded at Instrument 2018142368, Book 5209, Pages 310 et seq. in the Public Records of Lake County, Florida, as supplemented by that Supplemental Disclosure of Public Finance (2019 Bonds), recorded at Instrument 2019085051, OR Book 5317, Pages 2095 et seq., as further supplemented by that Supplemental Disclosure of Public Finance (AA3 2021 Bonds), recorded at Instrument 2021027452, OR Book 5652, Page 1469 et seq., and as further supplemented by that Supplemental Disclosure of Public Finance (Phase 3 and 4 Sub-Assessment Area One Project), recorded at Instrument 2021091910, OR Book 5744, Pages 238 et seq., each of the foregoing as recorded in the Public Records of Lake County, Florida (together, "**Prior Disclosure**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Prior Disclosure.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and County Ordinance 2016-16, enacted on April 19, 2016, and effective as of April 27, 2016, and as amended by County Ordinance No. 2021-53 enacted on December 21, 2021 and effective January 6, 2022. The District currently encompasses approximately 1,011 acres of land located entirely within the unincorporated area of Lake County, Florida ("**County**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction. The District is governed by a five-member Board of Supervisors ("**Board**"), the members of which must be residents of the State and citizens of the United States.

For more information about the District, please visit: <http://www.avalongrovescdd.org/>. Alternatively, please contact the District's Manager, c/o DPGF Management and Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("**District Office**").



DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management, utilities (water and sewer), offsite improvements, landscaping/lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District. To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects.

Effective January 6, 2022, the Board of County Commissioners of Lake County, Florida adopted Ordinance No. 2021-53 amending the District's boundaries to include a 39.97-acre parcel known as "**Assessment Area Four**" a/k/a "Edgemont." The District has authorized the construction and/or acquisition of its "**Assessment Area Four Project**" as part of the District's overall capital improvement plan, which Assessment Area Four Project includes, among other things, roads, drainage improvements, hardscape/landscape/irrigation improvements, recreational improvements and professional fees.

On _____, __, 20__, the District issued its \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project) ("**2022 Bonds**") to finance all or a portion of the 2022 Project. The 2022 Project is estimated to cost approximately \$3,052,064 and is described in *Engineer's Supplemental report – 2022 Bond Issuance*, dated February 24, 2022 ("**Engineer's Report**"). The 2022 Bonds are secured by special assessments ("**Assessments**") levied and imposed on lands within Assessment Area Four. The Assessments are further described in the in the *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022, and as supplemented by the *Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)*, dated March 3, 2022 (together, "**Assessment Report**").

Operation and Maintenance Assessments

In addition to debt service assessments, the District may also impose on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District, and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

A detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained



from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Manager at c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

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IN WITNESS WHEREOF, the foregoing *Supplemental Disclosure of Public Finance (Assessment Area Four Project)* has been executed to be effective as of the ____ day of _____, 20__.

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as CHAIRPERSON of AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Boundaries of District
EXHIBIT B: Legal Description of Assessment Area Four



EXHIBIT 22



**ACQUISITION AGREEMENT
(2022 BONDS)**

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (**“District”**); and

D.R. HORTON, INC., a Delaware limited liability company, the primary developer of lands within Assessment Area Four of the District, and whose address is 1341 Horton Circle, Arlington, Texas 76011 (**“Developer”**).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, on December 21, 2021, and effective January 6, 2022, the Board of County Commissioners for Lake County, Florida adopted Ordinance No. 2021-53 expanding the District’s boundaries to include an additional 39.97 acres of land (**“Assessment Area Four”**); and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of lands within Assessment Area Four; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the Assessment Area Four Project (herein, **“2022 Project”**) and as detailed in the *Engineer’s Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022 (**“Engineer’s Report”**), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the 2022 Project through the use of proceeds from future special assessment bonds (**“2022 Bonds”**); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (**“Work Product”**); or (ii) construction and/or installation of the improvements comprising the Project (**“Improvements”**); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. ADVANCED FUNDING. [RESERVED.]

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

b. ***Costs*** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors ("**Board**") whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's



Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. If the transfer of Work Product and/or Improvements to a third-party governmental entity occurs prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the Bonds.
- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product

and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in

Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. *Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i.** If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii.** Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. *Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. *Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good

faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. ACQUISITIONS AND BOND PROCEEDS. The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

8. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

11. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

14. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

16. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

18. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver

of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the ____ day of _____, 2022.

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

D.R. HORTON, INC.

By: _____
Its: _____

EXHIBIT A: *Engineer's Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022



EXHIBIT 23



This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 100
Tallahassee, Florida 32303

**COLLATERAL ASSIGNMENT AGREEMENT
(2022 BONDS)**

THIS COLLATERAL ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (“**District**”); and

D.R. HORTON, INC., a Delaware limited liability company, the primary developer of lands within Assessment Area Four of the District, and whose address is 1341 Horton Circle, Arlington, Texas 76011 (“**Developer**”).

RECITALS

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, on December 21, 2021, and effective January 6, 2022, the Board of County Commissioners for Lake County, Florida adopted Ordinance No. 2021-53 expanding the District’s boundaries to include an additional 39.97 acres of land a/k/a “**Assessment Area Four**,” which is described in **Exhibit A** attached hereto; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, including roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue its \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (“**2022 Bonds**”) to fund all or a portion of what is known as the “**Assessment Area Four Project**” (“**2022 Project**”), as defined in the *Engineer’s Supplemental report – 2022 Bond Issuance*, dated February 24, 2022 (“**Engineer’s Report**”); and

WHEREAS, the security for the repayment of the 2022 Bonds is the special assessments (“**Assessment Area Four Assessments**”) levied against benefitted lands within Assessment Area Four (herein, “**Property**”); and

WHEREAS, the District is presently planned to include certain planned product types and units¹ (as used herein with respect to the planned units and/or the undeveloped lands within the Property that may be developed into the planned units and that will fully secure the Assessment Area Four Assessments, the “**Lots**”) within the Property; and

WHEREAS, “**Development Completion**” will occur when the District’s Project is complete, all Lots have been developed, and all other infrastructure work necessary to support the Lots has been completed; and

WHEREAS, prior to Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the 2022 Bonds; and

WHEREAS, in the event of default in the payment of the Assessment Area Four Assessments, the District has certain remedies – namely, if the Assessment Area Four Assessments are direct billed, the remedy available to the District would be an action in foreclosure, or if the Assessment Area Four Assessments are collected pursuant to Florida’s uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, “**Remedial Rights**”); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Property.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer and the District agree as follows:

1. COLLATERAL ASSIGNMENT.

Development Rights. The Developer hereby collaterally assigns to the District, to the extent assignable and to the extent that they are owned or controlled by the Developer at execution of this Agreement or subsequently acquired by the Developer, all of the Developer’s development rights relating to development of the Property and/or the Project (herein, collectively, “**Development Rights**”), as security for the Developer’s payment and performance and discharge of its obligation to pay the Assessment Area Four Assessments levied against the Property owned by the Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (i) below as they pertain to development of the Property and/or the Project:

¹ The number and type of Lots may vary based on final development. Ultimately, and subject to true-up determinations, the Developer is obligated to develop sufficient residential units (i.e., presently planned for 92 residential units, or 92.00 ERUs) that would absorb the full allocation of Assessment Area Four Assessments securing the 2022 Bonds, where such Assessment Area Four Assessments are based on the assessment levels for each product type established in the *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022, and as supplemented by the *Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)*, dated March 3, 2022 (together, “**Assessment Report**”).



- (a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.
- (b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.
- (c) Preliminary and final site plans.
- (d) Architectural plans and specifications for public buildings and other public improvements relating to the Property.
- (e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within the Property and construction of improvements thereon, or off-site to the extent such off-site improvements are necessary or required for Development Completion.
- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within the Property or the construction of improvements thereon.
- (g) All declarant's rights under any homeowner's association or other similar governing entity with respect to the Property.
- (h) All impact fee credits.
- (i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Exclusions. Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end-users, or (ii) any property which has been conveyed to Lake County, Florida, the District, any unaffiliated homebuilder, any utility provider, or any governmental or quasi-governmental entity as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "**Permitted Transfer**").

Rights Inchoate. The assignment and assumption of rights under this Agreement shall be inchoate and shall only become an absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessment Area Four Assessments levied against the Property; provided, however, that such assignment shall only be absolute to the extent that: (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) a Permitted Transfer has not already occurred with respect to the Development Rights, or (iii) a Lot is conveyed to a homebuilder or end-user, in which event such Lot shall be released automatically herefrom.

Rights Severable. To the extent that any Development Rights apply to the Property and additional lands, or to Property that is the subject of a Permitted Transfer, the Developer shall at the request of the District cooperate and take reasonable steps to separate such rights for the District's use.

2. **WARRANTIES BY DEVELOPER.** The Developer represents and warrants to the District that:

- (a) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.
- (b) The Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.
- (c) No action has been brought or threatened which would in any way interfere with the right of the Developer to execute this Agreement and perform all of the Developer's obligations herein contained.
- (d) Any transfer, conveyance or sale of the Property shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a Permitted Transfer.

3. **COVENANTS.** The Developer covenants with District that during the Term (as defined herein):

- (a) The Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Developer relating to the Development Rights and (ii) give notice to the District of any claim of default relating to the Development Rights given to or by the Developer, together with a complete copy of any such claim.
- (b) The Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessment Area Four Assessments; to take any action to modify, waive, release or terminate the Development Rights in a manner that would materially impair or impede Development Completion; or otherwise take any action that would materially impair or impede Development Completion.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof shall, after the giving of written notice and an opportunity to cure (which cure period shall be not more than thirty (30) days), constitute an "**Event of Default**" under this Agreement. An Event of Default shall also include the transfer of title to Lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee) or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such Lots through the sale of tax certificates.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, the District or its designee may, as the District's sole and exclusive remedies, take any or all of the following actions, at the District's option:

- (a) Perform any and all obligations of the Developer relating to the Development Rights and exercise any and all rights of the Developer therein as fully as the Developer could.
- (b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

- (c) Further assign any and all of the Development Rights to a third party acquiring title to the Property or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, the Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District or its designee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Developer.

7. **SECURITY AGREEMENT.** This Agreement shall be a security agreement between the Developer, as the debtor, and the District, as the secured party, covering the Development Rights that constitute personal property governed by the Florida Uniform Commercial Code ("**Code**"), and the Developer grants to the District a security interest in such Development Rights. In addition to the District's other rights hereunder, and upon an Event of Default, the District shall have the right to file any and all financing statements that may be required by the District to establish and maintain the validity and priority of the District's security interest rights of a secured party under the Code.

8. **TERM; TERMINATION.** Absent the assignment of Development Rights become absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2022 Bonds in full; (ii) Development Completion; and (iii) upon occurrence of a Permitted Transfer, but only to the extent that such Development Rights are with respect to lands that are the subject of the Permitted Transfer (herein, the "**Term**").

9. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto, and only after satisfaction of the conditions set forth in Section 15.

10. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon the Developer and its successors and assigns as to the Property or portions thereof. Any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred, provided however that this Agreement shall not apply to any portion of the Property that is the subject of a Permitted Transfer.

11. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to

the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

15. **THIRD PARTY BENEFICIARIES.** Except as set forth in the following paragraph, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, which consent shall not be unreasonably withheld.

16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

17. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

19. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any

third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

20. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES TO FOLLOW]



WHEREFORE, the parties below execute the *Collateral Assignment Agreement* to be effective as of the ___ day of _____, 2022.

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as CHAIRPERSON of AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



[SIGNATURE PAGE FOR COLLATERAL ASSIGNMENT AGREEMENT]

D.R. HORTON, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as _____ of D.R. HORTON, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description for Property



EXHIBIT A

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.



EXHIBIT 24



**COMPLETION AGREEMENT
(2022 Bonds)**

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into, by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPGF, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (**“District”**); and

D.R. HORTON, INC., a Delaware limited liability company, the primary developer of lands within Assessment Area Four of the District, and whose address is 1341 Horton Circle, Arlington, Texas 76011 (**“Developer”**).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners of Lake County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, on December 21, 2021, and effective January 6, 2022, the Board of County Commissioners for Lake County, Florida adopted Ordinance No. 2021-53 expanding the District’s boundaries to include an additional 39.97 acres of land (**“Assessment Area Four”**); and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the primary developer of Assessment Area Four; and

WHEREAS, the District presently intends to undertake the planning, design, acquisition, construction, and installation of certain public infrastructure improvements for what is known as the Assessment Area Four Project (herein, **“2022 Project”**);

WHEREAS, the 2022 Project is anticipated to cost \$3,052,064 and is described in that certain *Engineer’s Supplemental report – 2022 Bond Issuance*, dated February 24, 2022 (**“Engineer’s Report”**), and is attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the 2022 Project through the use of proceeds from the anticipated sale of its \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (**“2022 Bonds”**); and

WHEREAS, the Developer and the District hereby agree that the District will be obligated to issue no more than \$_____ in 2022 Bonds to fund the 2022 Project and, subject to the terms and conditions of this Agreement, the Developer will make provision for any additional funds that may be needed in the future for the completion of the Project.

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

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

2. **COMPLETION OF PROJECT.** The Developer and District agree and acknowledge that the District's proposed 2022 Bonds will provide only a portion of the funds necessary to complete the 2022 Project. Therefore, the Developer hereby agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the improvements in the Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related work product and soft costs (together, "**Remaining Improvements**") whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Developer hereby acknowledge and agree that the District's execution of this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the 2022 Bonds.

- a. **Subject to Existing Contract** - When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.
- b. **Not Subject to Existing Contract** – When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements.
- c. **Future Bonds** – Subject to the terms of the *Acquisition Agreement* dated _____, 2022 ("**Acquisition Agreement**") entered into by the parties, the parties agree that any funds provided by Developer to fund the Remaining Improvements may be later payable from, and the District's acquisition of the Remaining Improvements may be payable from, the proceeds of a future issuance of bonds by the District (i.e., other than the 2022 Bonds). Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of such future bonds, the District shall reimburse Developer to the extent that there are proceeds available from such future bonds, exclusive of interest, for the funds and/or improvements provided pursuant to this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, and, further, in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. Nothing herein shall cause or

be construed to require the District to issue additional bonds or indebtedness – other than the 2022 Bonds – to provide funds for any portion of the Remaining Improvements. The Developer shall be required to meet its obligations hereunder and complete the Project regardless whether the District issues any future bonds (other than the 2022 Bonds) or otherwise pays the Developer for any of the Remaining Improvements. Interest shall not accrue on any amounts owed hereunder. If within five (5) years of the date of this Agreement, the District does not or cannot issue such future bonds, and, thus does not reimburse the Developer for the funds or improvements advanced hereunder, then the parties agree that the District shall have no reimbursement obligation whatsoever.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

- a. **Material Changes to 2022 Project** – The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the 2022 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the 2022 Project shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, and shall require the consent of the Developer and the District, as well as the Trustee to the extent required by Section 9. Such consent is not necessary and the Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the 2022 Project is materially changed in response to a requirement imposed by a regulatory agency.
- b. **Conveyances** – The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. Further, all such conveyances shall be done in a manner consistent with the Acquisition Agreement and, without intending to limit the same, shall include all necessary real property interests for the District to own, operate and maintain the Remaining Improvements. Further, and in addition to any requirements under the Acquisition Agreement, such conveyances shall also include all right, title, interest, and benefit of the Developer, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, insurance rights, indemnification, defense and hold harmless rights, enforcement rights, claims, lien waivers, and other rights of any kind, with respect to the creation of the Remaining Improvements.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the 2022 Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the 2022 Project with the proceeds of the 2022 Bonds in the event of such a default. Prior to commencing any action for a default hereunder, the party seeking to commence such action



shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

5. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

9. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the



written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, which consent shall not be unreasonably withheld.

10. **ASSIGNMENT.** The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other, and only after satisfaction of the conditions set forth in Section 9 above.

11. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, and only after satisfaction of the conditions set forth in Section 9 above.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

13. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

14. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

16. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]



WHEREFORE, the parties below execute the *Completion Agreement* to be effective as of the ____ day of _____, 2022.

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

D.R. HORTON, INC.

By: _____
Its: _____

Exhibit A: *Engineer's Supplemental Report – 2022 Bond Issuance, dated February 24, 2022*



EXHIBIT 25



This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 100
Tallahassee, Florida 32303

**NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(Assessment Area Four Project)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Avalon Groves Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2022-07, 20__-__, and 20__-__ (together, “**Assessment Resolutions**”). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) (“**Assessments**”) on the property known as “Assessment Area Four” (herein, “**Assessment Area**”) described in **Exhibit A** and are intended to secure the District’s repayment of debt service on the District’s \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (“**2022 Bonds**”). Such 2022 Bonds are intended to finance all or a portion of the District’s “Assessment Area Four Project” (herein, “**Project**”), which is defined in the Assessment Resolutions and described in the *Engineer’s Supplemental Report – 2022 Bond Issuance*, dated February 24, 2022 (“**Engineer’s Report**”). The Assessments are further described in the *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022, and as supplemented by the *Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)*, dated March 3, 2022 (together, “**Assessment Report**”).

A copy of the Engineer’s Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District’s Manager, c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS**



OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the ____ day of _____, 2022, and recorded in the Public Records of Lake County, Florida.

WITNESS

AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description of Assessment Area Four



EXHIBIT A

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.

DRAFT



EXHIBIT 26



This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 100
Tallahassee, Florida 32303

**TRUE-UP AGREEMENT
(2022 Bonds)**

THIS TRUE-UP AGREEMENT (“Agreement”) is made and entered into by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (**“District”**); and

D.R. HORTON, INC., a Delaware limited liability company, the primary developer of lands within Assessment Area Four of the District, and whose address is 1341 Horton Circle, Arlington, Texas 76011 (**“Developer”**).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners of Lake County, Florida pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is currently the owner and developer of the lands (**“Property”**) within Assessment Area Four of the District, as described in **Exhibit A** attached hereto; and

WHEREAS, for the benefit of the Property, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “Assessment Area Four Project” (herein, **“Project”**), as defined in the *Engineer’s Supplemental report – 2022 Bond Issuance*, dated February 24, 2022 (**“Engineer’s Report”**); and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of its \$_____ Special Assessment Bonds, Series 2022 (Assessment Area Four Project) (**“2022 Bonds”**); and

WHEREAS, pursuant to Resolution Nos. 2022-07, 20__-__, and 20__-__ (together, **“Assessment Resolutions”**), the District has taken certain steps necessary to impose debt service special assessment

lien(s) ("**Debt Assessments**") on the Property pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2022 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted the *Master Special Assessment Report (Assessment Area Four Project)*, dated February 7, 2022, and as supplemented by the *Supplement to the Master Special Assessment Methodology Report (Assessment Area Four Project)*, dated March 3, 2022 (together, "**Assessment Report**"), which is on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Developer agrees that the Property benefits from the timely design, construction, or acquisition of the Project; and

WHEREAS, Developer agrees that the Debt Assessments, which were imposed on the Property, have been validly imposed and constitute valid, legal, and binding liens upon the Property; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the Property is platted, the allocation of the amounts assessed to and constituting a lien upon the Property would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Property, which assumptions were provided by Developer; and

WHEREAS, Developer intends to plat and develop the Property based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a "true-up" mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as a result of actual platting.

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Debt Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other state liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Debt Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Debt Assessments. Developer further agrees that to the extent Developer fails to timely pay all Debt Assessments collected by mailed notice of the District, said unpaid Debt Assessments (including True-Up

Payments) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Debt Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION; TRUE-UP PAYMENTS.** The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, "**Proposed Plat**") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Debt Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Debt Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the Developer(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "**True-Up Payment**" equal to the shortfall in Debt Assessments resulting from the reduction of planned units plus any applicable interest and/or collection fees. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a Developer seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its reasonable discretion, and such decision may require that the Developer provide additional information. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Debt Assessments to pay debt service on the 2022 Bonds and the District will conduct new proceedings under Chapter 170, *Florida Statutes* upon the advice of District Counsel. Any True-Up Payment shall become immediately due and payable prior to platting by the Developer of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the 2022 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45)

calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the **2022 Bonds**)).

All Debt Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

5. **ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Developer's obligations to pay the portion of the Debt Assessments which constitutes the True-Up Payment and to abide by the requirements of the reallocation of Debt Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Developer and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Developer shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement, but only to the extent this Agreement applies to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder is automatically and forever released from the terms and conditions of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer, but only after satisfaction of the conditions set forth in Section 12.

9. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the 2022 Bonds, which consent shall not be unreasonably withheld.

13. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

14. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]



WHEREFORE, the parties below execute the *True-Up Agreement* to be effective as of the ____ day of _____, 2022.

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chairperson

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, as CHAIRPERSON of AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



WHEREFORE, the part(ies) below execute the True-Up Agreement.

D.R. HORTON, INC.

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of D.R. HORTON, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

EXHIBIT A: Legal Description



EXHIBIT A

LEGAL DESCRIPTION PER SURVEYOR:

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE, ALONG SAID NORTH BOUNDARY, NORTH 89°53'49" EAST, 1312.40 FEET TO THE NORTHEAST CORNER OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13; THENCE, ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, S00°15'25"W, 1326.78 FEET; THENCE, RUN S89°51'50"W, 1311.67 FEET; THENCE, ALONG THE WEST BOUNDARY OF THE SECTION LINE, N00°13'30"E, 1327.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.97 ACRES MORES OR LESS.



EXHIBIT 27



From: Larry Krause
Sent: Thursday, April 21, 2022 1:16 PM
To: Candice Smith
Cc: Shirley M. Conley
Subject: FW: Avalon Groves - Pet Waste Not Allowed sign verbiage...

Candice,

I am thinking of going with one of the other – did you have a preference?

I would request that a no poop symbol be added to the top (green) version...similar to what is in the 2nd option below...



zoom

Aluminum Sign

Size : 12" x 10"
Material : Aluminum Sign & 3' Tall Stake
Part # : K-3362
Expected ship date : 🚚 April 22

Delete



Aluminum Sign

Size : 12" x 10"
Material : Aluminum Sign & 3' Tall Stake
Part # : K-3074
Expected ship date : 🚚 April 22

Delete

From: Meredith Hammock <meredith@kelawgroup.com>
Sent: Thursday, April 21, 2022 12:31 PM
To: Larry Krause <lkrause@dpfgmc.com>; Jere Earlywine <jere@kelawgroup.com>
Cc: Candice Smith <csmith@kolter.com>; Shirley M. Conley <sconley@dpfgmc.com>
Subject: RE: Avalon Groves - Pet Waste Not Allowed sign verbiage...

Larry,

The citation and dollar values associated with violations are correct in accordance with Lake County Code. We do not have additional comments or revisions to the proposed language.

Thank you!

Meredith W. Hammock

From: Larry Krause <lkrause@dpfgmc.com>
Sent: Thursday, April 21, 2022 12:16 PM
To: Jere Earlywine <jere@kelawgroup.com>; Meredith Hammock <meredith@kelawgroup.com>
Cc: Candice Smith <csmith@kolter.com>; Shirley M. Conley <sconley@dpfgmc.com>
Subject: Avalon Groves - Pet Waste Not Allowed sign verbiage...

Jere/Meredith,

Please review potential verbiage for a couple of signs in Avalon Groves to be placed near the playground where the pet excrement is at its highest...

Lake County Ord.

https://library.municode.com/fl/lake_county/codes/code_of_ordinances?nodeId=LACOCO_CH4AN

No Pet Waste



Pick up after your pet –
IT'S THE LAW

County Code Sec. 4-27 (a) (5)

\$150 fine 1st Offense

\$500 fine 2nd Offense +

