



DPFG Management & Consulting, LLC

***AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT***

Agenda Package

Regular Meeting

Date & Time:

Thursday

March 24, 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, March 24, 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, March 24, 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 S2: Greg Meath S3: Brad Walker S4: Jon Seifel S5: Candice Smith
(Chair) *(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 February 24, 2022 | <u>Exhibit 1</u> |
| B. | Consideration For Acceptance - The February 2022 Unaudited Financial Report | <u>Exhibit 2</u> |
| C. | Waterway Inspection Report - Steadfast Environmental | <u>Exhibit 3</u> |
| D. | Field Inspection Report – DPFG | <u>Exhibit 4</u> |
| 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 | |

IV. Business Matters

- | | | |
|----|--|----------------------------------|
| A. | Ratification of Cascade Fountains Pond 28 Fountain Maintenance Proposal - \$700.00/yr | <u>Exhibit 5</u> |
| B. | Update on Heidt Engineering Proposal for Stormwater Reporting | To Be Distributed |
| C. | Ratification of Acquisition of Sereona Lakes Phase 1 & 2 Improvements (Pulte) | <u>Exhibit 6</u> |
| D. | Discussion on Serenoa POA Maintenance Agreement (Edgemont Tracts B, C, D, E, F, I, J, K and M) | <u>Exhibit 7</u> |
| E. | Discussion on Monument Solar Lighting | <u>Exhibit 8</u> |
| F. | Update on Monuments/Fencing Cleaning and Wood Painting Proposal | <u>Exhibit 9</u> |
| G. | Update on HOA Request for Bulletin Board at Village 1 Mailboxes | |

IV. Business Matters (continued)

H. Discussion of Pet Waste Issue at Goldcrest Loop

[Exhibit 10](#)

1. “Pick Up Waste” Sign Installation

a. Sign Solutions \$527.50

[Exhibit 11](#)

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

[Exhibit 12](#)

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

[Exhibit 13](#)

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

[Exhibit 14](#)

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

[Exhibit 15](#)

V. Staff Reports

A. District Manager

1. Playground Inspection

[Exhibit 16](#)

B. District Counsel

1. RFQ District Engineer

[Exhibit 17](#)

C. Amenity Manager

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

VII. Supervisors Requests

VIII. 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, February 24, 2022 at 11:30 a.m., at the Avalon Groves Amenity Center,
6 17555 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, DPGF Management and Consulting
15 Shirley Conley (via phone)	DPGF Management and Consulting
16 Jere Earlywine (via phone)	District Counsel, KE Law
17 Tim Plate (via phone)	District Engineer, Heidt Engineers
18 Kyla Semino	Amenity Manager, Evergreen Lifestyles
19 Steve Sanford	Greenberg Traurig LLP
20 Dana Bryant	Yellowstone
21 Trevor Nemis	Vice President, HOA
22 Sherri Johnson	Resident
23 Lori Hinsley	Resident
24 Peter Martinez	Resident
25 Frank Losa	Resident
26 Geralin Polson	Resident

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

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

30 Ms. Smith and Mr. Krause answered multiple questions from Ms. Johnson.

31 Ms. Hinsley asked how items come to be on the agenda. Mr. Krause explained that requests could
32 be made through District Management.

33 Mr. Martinez inquired about paying off a bond. Mr. Krause indicated that he would speak with Mr.
34 Martinez about this matter outside of the meeting.

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

36 A. Exhibit 1: Steadfast Environmental – Waterway Inspection

37 Ms. Smith stated that she would like for Steadfast to inspect Pond 1 after the reconstruction process
38 had been completed and suggested adding additional ponds to Steadfast's scope of work.

39 B. Exhibit 2: DPGF Field Inspection Report

40 Ms. Smith noted that the physical area at the Amenity Center and dog park were owned by HOA
41 while the tot lot was owned by the CDD. She added that she would like to have proposals to stain

the entry monuments. Mr. Krause indicated that staff was already in the process of looking into proposal options.

C. Exhibit 3: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 21, 2021

On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting held on October 21, 2021 for the Avalon Groves Community Development District.

D. Exhibit 4: Consideration for Acceptance – The January 2022 Unaudited Financial Report

The Board requested for the monthly statements to be emailed each month. Ms. Smith pointed out that the financials were actually for November, not January. She noted that the Board was a bit over budget.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the November 2021 Unaudited Financial Report for the Avalon Groves Community Development District.

E. Exhibit 5: Ratification of Easement Agreement

Ms. Smith stated that this was a Village 3 cleanup item and explained that this easement would allow the CDD to maintain the area. Mr. Earlywine clarified that E and F pertained to the Pulte area and that F was the acquisition of Pulte Phase 1 and 2 improvements.

On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved the Ratification of the Easement Agreement for the Avalon Groves Community Development District.

F. Ratification of Acquisition of Serenoa Phase 1 and 2 Improvements

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

G. Exhibit 6: Ratification of Pinel and Carpenter Appraisal Invoice - \$1,250.00

In response to a question from Ms. Smith, Mr. Earlywine confirmed that the CDD would be reimbursed through bond proceeds for this item.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board accepted the Ratification of Pinel and Carpenter Appraisal Invoice, in the amount of \$1,250.00, for the Avalon Groves Community Development District.

FOURTH ORDER OF BUSINESS – Audit Committee Meeting

A. Open Audit Committee Meeting

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board opened the Audit Committee Meeting for the Avalon Groves Community Development District.

B. Ranking of Audit Proposals

- Exhibit 7: Summary and Criteria Evaluation
- Exhibit 8: DiBartolomeo, McBee, Hartley & Barnes, PA

78 Ms. Smith pointed out that the cost of this proposal exceeded the budget line item of
79 \$3,000.00 for audit services.

80 C. Audit Committee's Recommendations of Auditor Services

81 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved
82 the selection of DiBartolomeo, McBee, Hartley, & Barnes, PA to perform audit services for the Avalon
83 Groves Community Development District.

84 D. Close Audit Committee Meeting

85 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board closed the
86 Audit Committee Meeting for the Avalon Groves Community Development District.

87 **FIFTH ORDER OF BUSINESS – Business Matters**

88 A. Consideration for Acceptance the Audit Committee's Recommendation for Auditor

89 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board accepted
90 the Audit Committee's Recommendation of DiBartolomeo, McBee, Hartley & Barnes, PA for Auditor for
91 the Avalon Groves Community Development District.

92 B. Exhibit 9: Presentation of the Memorandum to District Manager and District Engineer Regarding
93 Stormwater Reporting Requirements

94 Mr. Krause explained that Florida had changed the laws regarding how stormwater and noted that
95 landscapers would be required to leave more of an apron between the pond bank and the pond itself.
96 Mr. Plate indicated that he would bring back a proposal to the next meeting and mentioned that the
97 cost would depend on the size and complexity of the stormwater system. No action was taken on
98 this item.

99 C. Exhibit 10: Consideration of **Resolution 2022-04, Authorizing Conveyances**

100 Mr. Earlywine explained that this was for construction items and would allow the construction
101 process to continue.

102 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted
103 **Resolution 2022-04, Authorizing Conveyances**, for the Avalon Groves Community Development
104 District.

105 D. Exhibit 11: Consideration of **Resolution 2022-05, Amended and Restated Resolution for**
106 **Prompt Payment Policies**

107 Mr. Earlywine stated that statute required to be in place for dealing with late fees.

108 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board adopted
109 **Resolution 2022-05, Amended and Restated Resolution for Prompt Payment Policies**, subject to
110 Exhibit A being updated with final information, for the Avalon Groves Community Development District.

111 E. Exhibit 12: Consideration of ASAP Pressure Cleaning Proposal - \$7,780.60

112 The Board and staff discussed what areas would be included in this proposal. Ms. Conley suggested
113 having ASAP Pressure Cleaning resubmit the proposal with a more clearly defined scope. Mr.
114 Krause noted that a map could be requested as well. The Board reached a consensus to have ASAP

115 Pressure Cleaning resubmit the proposal with a map to receive additional proposal options. This
116 item was tabled.

117 F. Exhibit 13: Consideration of **Resolution 2022-06, Designating Officers**

118 Mr. Krause explained that this resolution would name Johanna Lee as Treasurer, himself as
119 Secretary, and Shirley Conley as Assistant Secretary.

120 On a MOTION by Ms. Smith SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted
121 **Resolution 2022-06, Designating Officers**, for the Avalon Groves Community Development District.

122 G. Consideration of Matters regarding Assessment Area Four (Edgemont Parcel) Financing

123 Mr. Earlywine explained that this as the same bond financing discussed at the last several meetings
124 to bring Edgemont into the CDD. He noted that this would not affect the rest of the community in
125 regards to cost.

126 ➤ Exhibit 14: Consideration of Bond Financing Team Funding Agreement

127 Mr. Earlywine explained that this item addressed the bonds that were to be paid.

128 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved
129 the Bond Financing Team Funding Agreement in substantial form, pending authorization from the Chair,
130 for the Avalon Groves Community Development District.

131 ➤ Exhibit 15: Presentation of Appraisal Report

132 Mr. Earlywine stated that this item had been prepared in the event that the District acquires
133 land as part of its improvement plan and that the Board had the option to finance land.

134 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved
135 the Appraisal Report for the Avalon Groves Community Development District.

136 ➤ Exhibit 16: Presentation of Engineer's Report

137 Mr. Plate presented his supplemental report. He stated that the District did not intend to
138 pay for any of the lands in the expansion area, though they would be conveyed to the
139 District. He noted that water and sewer would not be included but that landscaping and
140 irrigation would be included. He indicated that the total cost for the Capital Improvement
141 Project was estimated to be \$3,052,064.00. Mr. Krause mentioned that an updated version
142 of the Engineer's Report was available on the Board's tablets.

143 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved
144 the Engineer's Report, as presented in substantial form, for the Avalon Groves Community Development
145 District.

146 ➤ Exhibit 17: Presentation of Assessment Report

147 Mr. Earlywine described how the District would assess the fees for Area 4 and noted that
148 assessments would be levied at the next meeting. He added that DR Horton and the
149 developer of Edgemont would fund the remainder of the part not financed by the District.

150 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved
151 the Assessment Report, in substantial form, for the Avalon Groves Community Development District.

152 ➤ Exhibit 18: Consideration of **Resolution 2022-07, Declaring Special Assessments**



153 Mr. Earlywine stated that this resolution would set the date for the public hearing and would
154 authorize staff to send out information for public hearings in April. He noted that bonds
155 would close after this point. The Board agreed to schedule the public hearing for April 28
156 at 11:30 a.m.

157 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted
158 **Resolution 2022-07**, Declaring Special Assessments, for the Avalon Groves Community Development
159 District.

160 ➤ Exhibit 19: Consideration of **Resolution 2022-08**, Delegated Award Resolution

161 Mr. Sanford reviewed the resolution and stated that he would like to change the interest
162 rate on the bonds to not exceed the maximum rate set forth by Florida law. He noted that
163 the disclosure agreement was between the District, Developer, and District Manager to
164 disclose certain events and information. In response to a question from Ms. Smith, Mr.
165 Sanford confirmed that DR Horton had reviewed the exhibits.

166 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted
167 **Resolution 2022-08**, Delegated Award Resolution, in substantial form, as revised to change the bond
168 interest rates not to exceed the maximum rate set by Florida law, for the Avalon Groves Community
169 Development District.

170 ➤ Exhibit 20: Consideration of **Resolution 2022-09**, Setting Hearing on Uniform Method
171 Collection

172 Mr. Earlywine explained that a public hearing needed to be set for Edgemont and noted
173 that the hearing would be held at the same time as the other hearing on assessments on
174 April 28 at 11:30 a.m.

175 On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board adopted
176 **Resolution 2022-09**, Setting Hearing on Uniform Method Collection, for the Avalon Groves Community
177 Development District.

178 (Mr. Plate left the meeting at 1:12 p.m.)

179 ➤ Acquisition of Area Four Improvements

180 Mr. Earlywine explained that most improvements would need to be done by July but that
181 some were due earlier. He stated that he needed authorization on the record to avoid
182 missing the opportunity to finance these items.

183 On a MOTION by Mr. Walker, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board authorized
184 staff to prepare and assess an acquisition of the areas for improvement between the present date and the
185 April meeting, in an amount not to exceed what had been set forth in the Engineer Report, for the Avalon
186 Groves Community Development District.

187 Following the motion, Mr. Earlywine stated that he would price out the items over the next
188 several weeks to bring back to the Board.

189 H. Exhibit 21: Consideration of Steadfast Environmental Pond Fountain Maintenance Proposal -
190 \$3,000.00/yr.

191 Mr. Krause reviewed the proposal, noting that the District did not have a vendor in place to maintain
192 the fountain ponds. Ms. Smith asked if the ponds in the active community were being maintained



193 by the HOA. Mr. Krause suggested tabling this item or voting to approve the proposal, subject to
194 verification on who was responsible for maintaining the fountains.

195 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board approved
196 the Steadfast Environmental Pond Fountain Maintenance Proposal, in an amount not to exceed \$3,000.00,
197 pending confirmation of District ownership, and authorized the District Manager to acquire an additional
198 quote for the Avalon Groves Community Development District.

199 I. Discussion of HOA Bulletin Board at Village 1 Mailboxes

200 Mr. Krause relayed a request from the HOA to install a freestanding bulletin board near the
201 mailboxes at Village 1. He mentioned that the Board could add additional rules and recommended
202 having the HOA present a formalized agreement. The Board reached a consensus to have Mr.
203 Krause acquire more information from the HOA.

204 J. Discussion of RFP for District Engineer

205 Ms. Smith stated that Heidt Design was the engineer of record for the CDD and explained that Mr.
206 Plate intended to submit a resignation letter upon completion of the bond issuance of Edgemont.
207 She indicated that she would like to go out for an RFP for a more local District Engineer.

208 On a MOTION by Ms. Smith, SECONDED by Mr. Seifel, WITH ALL IN FAVOR, the Board authorized
209 management to advertise for an RFP for a District Engineer for the Avalon Groves Community
210 Development District.

211 **SIXTH ORDER OF BUSINESS – Staff Reports**

212 A. District Manager

213 Mr. Krause stated he had nothing to report.

214 B. District Counsel

215 Mr. Earlywine discussed a commercial tract across from Sawgrass and stated that he was working
216 with KB Homes on this tract. He noted that KB Homes had an agreement with Kolter in which
217 the District was a third-party and mentioned that he may need to request a conflict waiver as his
218 firm represented both Kolter and DR Horton.

219 C. Amenity Manager

220 No report was provided by the Amenity Manager. Ms. Semino noted that complaints were received
221 pertaining to pet waste not being picked up around the tot lot and asked what the CDD could do to
222 prevent this. The Board and staff discussed options to encourage residents to pick up after their
223 dogs. Ms. Smith indicated that she would like to get proposals to clean up the dog waste.

224 Mr. Bryant discussed the change in grass color and noted that the turf would be fertilized on
225 Monday.

226 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business**

227 Mr. Nemis inquired about costs and assessments for the fountains. Ms. Smith directed Mr. Krause
228 to check the assessment methodology and how the fountain costs would be allocated.

229 Ms. Ortiz brought up debris in a pond behind her home. Ms. Smith stated that she would have
230 Steadfast check on Pond 26, 25, and 37. Ms. Ortiz additionally mentioned that there were wasp
231 nests in the cone hearing devise at the playground and suggested putting a cover over the
232 playground. Ms. Smith explained that this was not in the annual budget but requested RFP costs
233 for a shade structure to consider in the future.

Ms. Johnson discussed a pond near Basswood Loop with 7 dead trees and inquired about the monuments for Village 1 and 2. Mr. Walker explained that the CDD was working on acquiring commercial-grade solar lights before finishing the monuments.

An audience member noted that a small pond was missing from the pond report and was not being maintained. Ms. Smith indicated that she believed this pond was Pond 40.

An audience member commented on multiple broken items at the playground. Ms. Smith requested management to obtain an independent third-party inspection for the playground area.

Mr. Losa commented on landscapers damaging fences and dog waste in the commons area, and asked when the CDD performed inspections. Ms. Smith stated that inspections were typically held once a month.

Ms. Polson inquired about landscaping for an island by her home and noted that irrigation pipes were sticking out of the ground. Ms. Smith requested that Mr. Bryant bring suggestions back for the island.

An audience member inquired about the criteria to become a member of the Board. Mr. Earlywine explained that they would need to be a register voter, over 18 years of age, and a resident of the District.

An audience member requested a “stop for pedestrians” sign at a crosswalk. The Board discussed requirements for the signage. The audience member additionally mentioned a stain in the road from a garbage truck. Mr. Walker stated that the stain would fade over time.

In response to an audience comment, Mr. Walker explained that there was a new best management practice required by the state of Florida for mowing around stormwater ponds.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS – Adjournment

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

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

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

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

Signature

Printed Name

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2



Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
February 28, 2022



Avalon Groves Community Development District
Balance Sheet
Unaudited
February 28, 2022

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	2019	2021	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	CIP 2019	TOTAL
<u>ASSETS:</u>											
CASH	\$ 1,498,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20	\$ -	\$ -	\$ 1,498,970
INVESTMENTS:											
REVENUE FUND	-	5,509	21,121	1	60,238	-	-	-	-	-	86,869
CAP INTEREST	-	0	0	0	0	10	-	-	-	-	10
DS RESERVE	-	175,720	520,077	-	105,306	168,515	-	-	-	-	969,618
COST OF ISSUANCE	-	-	-	-	13,160	7,951	-	-	-	-	21,111
PREPAYMENT ACCOUNT	-	0	113,511	0	-	-	-	-	-	-	113,511
SINK FUND ACCT (AA2)	-	0	1	-	0	-	-	-	-	-	1
ACQ. & CONST. 2017 (AA1)	-	-	-	-	-	-	0	-	-	-	0
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	-	-	-	-	-	-
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	-	1	57,982	-	57,982
ACQ. & CONST. 2019	-	-	-	-	-	-	-	-	-	1,175	1,175
PREPAID ITEMS	500	-	-	-	-	-	-	-	-	-	500
DUE FROM GF	-	92,501	360,947	-	149,909	154,706	-	-	-	-	758,064
ON ROLL - RECEIVABLE ASSMT.	176,821	37,014	144,431	-	59,985	28,193	-	-	-	-	446,443
ACCOUNTS RECEIVABLE	993	-	-	-	-	-	-	-	-	-	993
DEPOSITS	541	-	-	-	-	-	-	-	-	-	541
TOTAL ASSETS	\$ 1,677,806	\$ 310,745	\$ 1,160,087	\$ 1	\$ 388,598	\$ 359,374	\$ 0	\$ 21	\$ 57,982	\$ 1,175	\$ 3,955,789
<u>LIABILITIES:</u>											
ACCOUNTS PAYABLE	\$ 31,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,931
ACCRUED EXPENSES	-	-	-	-	-	-	-	-	-	-	-
DUE TO DEBT SERVICE	1,051,396	-	-	-	-	-	-	-	-	-	1,051,396
DUE TO CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-
ON ROLL - DEFERRED REVENUE	176,821	37,014	144,431	-	59,985	28,193	-	-	-	-	446,443
RETAINAGE PAYABLE	-	-	-	-	-	-	-	-	-	-	-
<u>FUND BALANCE:</u>											
NONSPENDABLE:											
PREPAID AND DEPOSITS	541	-	-	-	-	-	-	-	-	-	541
ASSIGNED:											
OPERATING RESERVES	-	-	-	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-	-	-	-
UNASSIGNED:	417,116	273,731	1,015,657	1	328,613	331,182	0	21	57,982	1,175	2,425,478
TOTAL LIABILITIES & FUND BALANCE	\$ 1,677,806	\$ 310,745	\$ 1,160,087	\$ 1	\$ 388,598	\$ 359,374	\$ 0	\$ 21	\$ 57,982	\$ 1,175	\$ 3,955,789

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending February 28, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
ON ROLL ASSESSMENTS	\$ 452,138	406,924	\$ 441,894	\$ 34,970
DEVELOPER FUNDING OFF ROLL	189,607	79,003	70,645	(8,358)
DEVELOPER FUNDING				
MISCEALLANEOUS REVENUE			200	
LOT CLOSINGS			21,736	
TOTAL REVENUES	641,745	485,927	534,476	26,612
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,000	13,333	4,000	9,333
BANK FEES	150	63	-	63
AUDITING	3,000	2,750	-	2,750
REGULATORY & PERMIT FEES	175	175	350	(175)
LEGAL ADVERTISEMENTS	4,000	1,667	1,894	(227)
ENGINEERING SERVICES	12,000	5,000	1,100	3,900
LEGAL SERVICES	25,000	10,417	16,099	(5,682)
TECHNOLOGY & WEBSITE ADMIN.	2,015	2,015	2,015	-
MISCELLANEOUS (appraisal, etc.) (Validation Fee)	500	208		208
BOS MEETING	2,000	833		833
TOTAL GENERAL ADMINISTRATIVE	80,840	35,628	25,458	10,170
INSURANCE				
INSURANCE	8,339	7,900	7,847	53
TOTAL INSURANCE	8,339	7,900	7,847	53
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	4,000	1,000
ARBITRAGE REBATE	1,500	1,500		1,500
TRUSTEE FEES	10,500	10,500	7,000	3,500
TOTAL DEBT ADMINISTRATION	17,000	17,000	11,000	6,000
UTILITIES				
UTILITIES-ELECTRICITY	6,000	2,500	2,485	15
STREETLIGHTS	150,000	62,500	88,500	(26,000)
UTILITY WATER	30,000	12,500	10,619	1,881
TOTAL UTILITIES	186,000	77,500	101,604	(24,104)
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	42,796	17,832	10,934	6,898
LANDSCAPE MAINTENANCE	246,000	102,500	108,133	(5,633)
LANDSCAPE - REPLENISHMENT	15,000	6,250	3,779	2,471
WETLAND MITIGATION & MAINTENANCE	32,000	20,800	11,950	8,850
FIELD MANAGEMENT	6,000	2,500	2,500	-
FIELD CONTINGENCY	2,770	1,154	23,776	(22,622)
HARDSCAPE REPAIRS & MAINT.	5,000	2,083	-	2,083
BUILDOUT CONTINGENCY	-	-		-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	349,566	153,119	161,072	(7,953)
INTEREST EXPENSE				
			-	
TOTAL EXPENDITURES	641,745	291,147	306,981	(15,834)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	194,780	227,495	32,714
FUND BALANCE - BEGINNING	-	-	190,162	-
FUND BALANCE - ENDING	\$ -	\$ 194,780	\$ 417,657	\$ 32,714



Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2021 Ending February 28, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 185,149	74,060	\$ 92,501	\$ 18,442
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	7	7
LESS: DISCOUNT ASSESSMENTS (4%)	(7,406)	(7,406)	-	7,406
LOT CLOSINGS	-	-	2,937	2,937
TOTAL REVENUE	177,743	66,654	95,445	28,792
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,406	-	-	-
INTEREST EXPENSE				
NOVEMBER 1, 2021	64,231	64,231	64,531	(300)
MAY 1, 2022	65,231	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	40,000	-	-	-
TOTAL EXPENDITURES	176,868	64,231	64,531	(300)
EXCESS REVENUE OVER (UNDER) EXPEND.	880	2,423	30,914	29,092
TRANSFER IN			19,859	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	222,958	222,958
FUND BALANCE - ENDING	\$ 880	\$ 2,423	\$ 273,731	\$ 252,050



Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2021 Ending February 28, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 560,625	224,250	\$ 360,947	\$ 136,697
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)			-	
INTEREST	-	-	25	25
MISCELLANEOUS REVENUE	(22,425)	(23,302)	-	23,302
PREPAYMENT	-	-	-	-
TOTAL REVENUE	538,200	200,948	360,972	160,024
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	22,425	-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	200,766	200,766	203,722	(2,956)
MAY 1, 2021	203,722	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	110,000	-	-	-
TOTAL EXPENDITURES	536,913	200,766	203,722	(2,956)
EXCESS REVENUE OVER (UNDER) EXPEND.	1,290	182	157,250	162,980
TRANSFER IN			10,317	
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	848,090	848,090
FUND BALANCE - ENDING	\$ 1,290	\$ 182	\$ 1,015,657	\$ 1,011,070



Avalon Groves Community Development District

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SERIES 2017A-2 (AA2)

For The Period Starting October 1, 2021 Ending February 28, 2022

	ACTUAL YEAR-TO-DATE
I. REVENUE	
SPECIAL ASSESSMENTS - ON/OFF ROLL	
INTEREST	0
LESS: DISCOUNT ASSESSMENTS (4%)	-
TOTAL REVENUE	0
II. EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES	-
INTEREST EXPENSE	-
MAY 1, 2019	-
NOVEMBER 1, 2019	-
PRINCIPAL PREPAYMENT	-
MAY 1, 2019	-
TOTAL EXPENDITURES	-
EXCESS REVENUE OVER (UNDER) EXPEND.	0
TRANSFER IN	
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1
FUND BALANCE - ENDING	\$ 1

Avalon Groves Community Development District
SERIES 2019
For The Period Starting October 1, 2021 Ending February 28, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 228,906	91,562	\$ 149,909	\$ 58,347
LOT CLOSINGS DR HORTON			6,997	
INTEREST	-	-	9	9
LESS: DISCOUNT ASSESSMENTS (4%)	(9,156)	(9,156)	-	9,156
MISC. REVENUE	-	-	-	-
TOTAL REVENUE	219,750	82,406	156,914	67,511
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	9,156	-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	69,888	69,888	70,976	(1,088)
MAY 1, 2022	69,888	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2022	70,000	70,000	65,000	5,000
TOTAL EXPENDITURES	218,932	139,888	135,976	3,912
EXCESS REVENUE OVER (UNDER) EXPEND.	820	(57,482)	20,938	63,599
TRANSFER IN				
TRANSFER OUT			(30,175)	
FUND BALANCE - BEGINNING		-	337,851	337,851
FUND BALANCE - ENDING	\$ 820.00	\$ (57,482)	\$ 328,613	\$ 401,450



Avalon Groves Community Development District
SERIES 2021
For The Period Starting October 1, 2021 Ending February 28, 2022

	FY2022 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON ROLL	\$ 98,649	39,460	\$ 70,456	\$ 30,997
SPECIAL ASSESSMENTS - OFF ROLL	94,451		84,250	
INTEREST	-	-	9	9
LESS: DISCOUNT ASSESSMENTS (4%)		(9,156)	-	9,156
LOT CLOSINGS	-	-	-	-
TOTAL REVENUE	193,100	30,304	154,715	40,161
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES		-	-	-
INTEREST EXPENSE			-	
NOVEMBER 1, 2021	58,056	58,056	-	58,056
MAY 1, 2022	58,900	-		-
PRINCIPAL RETIREMENT				
MAY 1, 2022	75,000	70,000	144,559	(74,559)
TOTAL EXPENDITURES	191,956	128,056	144,559	(16,503)
EXCESS REVENUE OVER (UNDER) EXPEND.	1,144	(97,752)	10,156	56,664
TRANSFER IN				
TRANSFER OUT			-	
FUND BALANCE - BEGINNING		-	321,025	321,025
FUND BALANCE - ENDING	\$ 1,144.00	\$ (97,752)	\$ 331,182	\$ 377,689



Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending February 28, 2022

	<u>ACTUAL</u> <u>YEAR-TO-DATE</u>
REVENUES	
BOND PROCEEDS	\$ -
INTEREST	-
TOTAL REVENUES	<u>-</u>
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	<u><u>\$ -</u></u>



Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending February 28, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
NET PROCEEDS	\$ -
INTEREST	-
TOTAL REVENUES	<u>-</u>
EXPENDITURES	
CONSTRUCTION IN PROGRESS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	21
FUND BALANCE - ENDING	<u><u>\$ 21</u></u>

Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending February 28, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	-
INSURANCE CLAIM	\$ -
INTEREST	910
TOTAL REVENUES	<u>910</u>
EXPENDITURES	
REQUISITIONS	52,063
TRUSTEE FEES	-
TOTAL EXPENSE	<u>52,063</u>
TOTAL EXPENDITURES	<u>52,063</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(51,153)
TRANSFER IN	2,998
TRANSFER OUT	-
FUND BALANCE - BEGINNING	106,137
FUND BALANCE - ENDING	<u><u>\$ 57,982</u></u>



Avalon Groves Community Development District
Construction In Progress 2019
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2021 Ending February 28, 2022

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	0
TOTAL REVENUES	<u>0</u>
EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
TOTAL EXPENDITURES	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	0
TRANSFER IN	119
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,056
FUND BALANCE - ENDING	<u><u>\$ 1,175</u></u>

Avalon Groves Community Development District
Bank Reconciliation
February 28, 2022

	<u>BU</u>
Balance Per Bank Statement	\$ 1,501,127.03
Less: Outstanding AP Checks	(2,156.91)
<i>Adjusted Bank Balance</i>	<u><u>\$ 1,498,970.12</u></u>

Beginning Bank Balance Per Books	\$ 1,388,384.67
Deposits & Interest	118,693.97
Cash Disbursements	(8,108.52)
<i>Balance Per Books</i>	<u><u>\$ 1,498,970.12</u></u>



Avalon Groves CDD
Check Register
Operating Account
FY 2021

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
9/30/2021	EOY		Balance	-	-	209,415.56
10/01/2021	1486	Yellowstone Landscape	Landscape Maintenance		16,174.99	193,240.57
10/01/2021	1488	Innersync	ADA Website Compliance 10/1/21 - 9/30/22		1,515.00	191,725.57
10/02/2021	ACH100221-1	SECO Energy	17650 Sawgrass Bay Blvd 8/13 - 9/15		42.79	191,682.78
10/02/2021	ACH100221-2	SECO Energy	17052 Basswood Lane 8/13 - 9/15		39.20	191,643.58
10/02/2021	ACH100221-3	SECO Energy	17325 Sawgrass Bay Blvd 8/13 - 9/15		467.74	191,175.84
10/02/2021	ACH100221-4	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 8/13 - 9/15		39.35	191,136.49
10/08/2021	1489	Orlando Sentinel	Legal Ads 9/15 & 9/18 - Classifieds Listings		546.25	190,590.24
10/11/2021	1490	DPFG MANAGEMENT AND CONSULTING, LLC	Field Operation Services: August		500.00	190,090.24
10/11/2021	1491	KE Law Group, PLLC			1,623.15	188,467.09
10/18/2021	1492	DEPT OF ECONOMIC OPPORTUNITY	FY 2021/2022 Special District Fee Invoice/Update Form		175.00	188,292.09
10/20/2021	1493	Egis Insurance Advisors, LLC	Insurance FY 10/1/21 - 10/1/22 Policy # 100121288		7,847.00	180,445.09
10/27/2021	1494	Steadfast Environmental, LLC	Pond Maintenance November 2021		2,733.41	177,711.68
10/28/2021	1495	Yellowstone Landscape	Landscape Maintenance		16,174.98	161,536.70
10/31/2021				0.00	47,878.86	161,536.70
11/01/2021	ACH110121-1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 8/25 - 9/22		1,913.49	159,623.21
11/01/2021	ACH110121-2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 8/25 - 9/22		52.74	159,570.47
11/01/2021	ACH110121-3	Utilities, Inc. of Florida	Goldcrest Loop Playground 8/25 - 9/22		12.38	159,558.09
11/01/2021	1496	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Nov 2021		500.00	159,058.09
11/02/2021	ACH110221-1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 9/15 - 10/14		34.57	159,023.52
11/02/2021	ACH110221-2	SECO Energy	17325 Sawgrass Bay Blvd 9/15 - 10/14		413.63	158,609.89
11/02/2021	ACH110221-3	SECO Energy	17052 Basswood Lane 9/15 - 10/14		34.36	158,575.53
11/02/2021	ACH110221-4	SECO Energy	17650 Sawgrass Bay Blvd 9/15 - 10/14		40.41	158,535.12
11/04/2021	1497	DPFG MANAGEMENT AND CONSULTING, LLC			4,500.00	154,035.12
11/04/2021			Deposit	200.00		154,235.12
11/08/2021	1498	KE Law Group, PLLC			683.50	153,551.62
11/09/2021	1499	Yellowstone Landscape	Landscape Maintenance		393.50	153,158.12
11/12/2021			Deposit	8,692.39		161,850.51
11/16/2021			Deposit	13,620.05		175,470.56
11/18/2021			Deposit	48,236.95		223,707.51
11/23/2021	1500	Yellowstone Landscape	Landscape Maintenance		1,637.72	222,269.79
11/29/2021	1502	Recovered Energy Technologies			88,500.00	133,769.79
11/29/2021	1503	Steadfast Environmental, LLC	Pond Maintenance December 2021		2,733.41	131,036.38
11/30/2021	ACH113021-1	Utilities, Inc. of Florida	Goldcrest Loop Playground 9/22 - 10/21		12.34	131,024.04
11/30/2021	ACH113021-2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 9/22 - 10/21		53.68	130,970.36
11/30/2021	ACH113021-3	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 9/22 - 10/21		1,953.60	129,016.76
11/30/2021				70,949.39	103,469.33	129,016.76
12/01/2021	ACH120121-1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 10/14 - 11/11		33.48	128,983.28
12/01/2021	ACH120121-2	SECO Energy	17325 Sawgrass Bay Blvd 10/14 - 11/11		396.78	128,586.50
12/01/2021	ACH120121-3	SECO Energy	17052 Basswood Lane 10/14 - 11/11		33.28	128,553.22
12/01/2021	ACH120121-4	SECO Energy	17650 Sawgrass Bay Blvd 10/15 - 11/11		37.28	128,515.94
12/01/2021	1501	Yellowstone Landscape	Landscape Maintenance		16,174.99	112,340.95
12/03/2021	1504	GeoPoint Surveying, Inc.	light poles 48		1,100.00	111,240.95
12/03/2021	1506	ASAP Pressure Cleaning LLC	Pressure Cleaning		2,231.60	109,009.35
12/06/2021	1507	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Dec 2021		500.00	108,509.35
12/06/2021	1508	Heidt Design	Engineering Services		6,952.15	101,557.20
12/06/2021	1509	Lake County, FL	Publication Fees		1,438.81	100,118.39
12/06/2021			Deposit	907,951.15		1,008,069.54
12/13/2021			Deposit	203,786.44		1,211,855.98
12/14/2021	1510	Orlando Sentinel	Legal Ads 11/8/21 Classifieds Listings		455.01	1,211,400.97
12/20/2021	1511	Yellowstone Landscape	Landscape Maintenance		1,027.50	1,210,373.47
12/21/2021	1512	DPFG MANAGEMENT AND CONSULTING, LLC	Prof mgmt svcs		4,000.00	1,206,373.47
12/23/2021	Wire122321	Pinel & Carpenter, Inc.	Retainer for professional services		2,700.00	1,203,673.47
12/23/2021			Deposit	41,688.36		1,245,361.83
12/29/2021	122921ACH1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 10/22-11/22/21		2,169.54	1,243,192.29
12/29/2021	122921ACH2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 10/22-11/22/21		46.30	1,243,145.99
12/29/2021	122921ACH3	Utilities, Inc. of Florida	Goldcrest Loop Playground 10/22-11/22/21		12.34	1,243,133.65
12/31/2021	123121ACH1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 11/11-12/14/21		39.35	1,243,094.30
12/31/2021	123121ACH2	SECO Energy	17325 Sawgrass Bay Blvd 11/11-12/14/21		473.42	1,242,620.88
12/31/2021	123121ACH3	SECO Energy	17052 Basswood Lane 11/11-12/14/21		39.09	1,242,581.79
12/31/2021	123121ACH4	SECO Energy	17650 Sawgrass Bay Blvd 11/11-12/14/21		72.44	1,242,509.35
12/31/2021				1,153,425.95	39,933.36	1,242,509.35
01/03/2022	1513	Steadfast Environmental, LLC	Pond Maintenance Jan 2022		2,733.41	1,239,775.94
01/03/2022	1514	Yellowstone Landscape	Landscape Maintenance		16,174.98	1,223,600.96
01/04/2022	1515	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt - Field Operation Svcs Jan 2022		500.00	1,223,100.96
01/07/2022			Deposit	230,687.48		1,453,788.44
01/13/2022	1517	ASAP Pressure Cleaning LLC	Pressure Cleaning		1,500.00	1,452,288.44
01/13/2022	1518	Yellowstone Landscape	Landscape Maintenance		5,011.09	1,447,277.35
01/13/2022			Deposit	12,114.71		1,459,392.06
01/25/2022	1516	Yellowstone Landscape	Landscape Maintenance		38,970.54	1,420,421.52
01/25/2022	1519	KE Law Group, PLLC			5,429.94	1,414,991.58
01/31/2022	013122ACH1	Utilities, Inc. of Florida	Basswood Ln Island Irrigation 11/22/21-12/23/21		2,080.47	1,412,911.11
01/31/2022	013122ACH2	Utilities, Inc. of Florida	Butterfly Pea Ct Cul De Sac Irrigation 11/22/21-12/23/21		25.29	1,412,885.82
01/31/2022	013122ACH3	Utilities, Inc. of Florida	Goldcrest Loop Playground 11/22/21-12/23/21		12.75	1,412,873.07
01/31/2022	1520	BIO-TECH CONSULTING, INC.			5,600.00	1,407,273.07
01/31/2022	1521	Steadfast Environmental, LLC	Aquatic Maintenance February 2022		2,733.41	1,404,539.66
01/31/2022	1522	Yellowstone Landscape	Landscape Maintenance		16,174.99	1,388,364.67
01/31/2022				242,802.19	96,946.87	1,388,364.67
02/01/2022	020122ACH1	SECO Energy	17494 Sawgrass Bay Blvd (Well #2) 12/14/21-01/13/22		34.49	1,388,330.18
02/01/2022	020122ACH2	SECO Energy	17325 Sawgrass Bay Blvd 12/14/21-01/13/22		432.97	1,387,897.21
02/01/2022	020122ACH3	SECO Energy	17650 Sawgrass Bay Blvd 12/14/21-01/13/22		39.99	1,387,857.22
02/01/2022	020122ACH4	SECO Energy	17052 Basswood Lane 12/14/21-01/13/22		35.66	1,387,821.56
02/03/2022	1523	Fireman Tom's Pressure Washing Co.	Pressure Washing		720.00	1,387,101.56
02/08/2022			Deposit	107,798.41		1,494,899.97
02/08/2022			Deposit	4,264.75		1,499,164.72
02/10/2022	Wire021022	Pinel & Carpenter, Inc.	Remaining bal owed for Inv 21-121		1,250.00	1,497,914.72
02/15/2022	1525	Yellowstone Landscape	Landscape Maintenance		3,321.25	1,494,593.47
02/28/2022	022822ACH1	Sunshine Water Services	Butterfly Pea Ct Cul-De-Sac 12/23-1/26		26.61	1,494,566.86
02/28/2022	022822ACH2	Sunshine Water Services	Basswood Ln Island Irrigation 12/23-1/26		2,234.30	1,492,332.56
02/28/2022	022822ACH3	Sunshine Water Services	Goldcrest Loop Playground 12/23-1/26		13.25	1,492,319.31
02/28/2022			Deposit	6,630.81		1,498,950.12
02/28/2022				118,693.97	8,108.52	1,498,950.12

EXHIBIT 3





Avalon Groves CDD Aquatics



Kevin Riemensperger
3/7/2022 11:26 AM

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



Site: 35



Comments:
Near-excellent Condition. There are small patches of Slender Spikerush along the exposed portions of the bank. These will be addressed during the next maintenance event.



Site: 34



Comments:
There is a moderate amount of algae activity along the perimeter of the pond. The activity on this pond has been logged for the upcoming maintenance event, where it will be treated and dissolve over the course of the next 7-10 days. Otherwise the interior waters are clear, and the bank is free of nuisance grasses.



Site: 39



Despite the low water level, the pond is in excellent condition. The dark, tannic water is free of algae and the shoreline is clear. Some debris was collected here.

Site: 30



Comments:

Great condition. The water is free of any algal activity, though the shoreline hosts scattered pockets of nuisance Slender Spikerush. Those on the upper bank have been treated and have decayed, though submersed pockets continue to hold out.

Site: 28



Superb condition. No significant grass or algae activity noted here.

Site: 29



Excellent condition. Routine maintenance and monitoring will continue.

Site: 21



Great condition. Though this pond has a very low water level, there was no significant algae activity reported. Routine treatments will continue to prevent algal takeover as we approach the wet season.

Site: 20



Superb condition. Routine maintenance and monitoring will continue.



Site: 22



Superb condition. No algal activity reported, and the shoreline is free of grasses.



Site: 14



Condition improving. Previously sprayed algae continues to dissolve, though is nearly complete. No grass activity on the bank.





Management Summary

With the conclusion of February, March has rapidly shifted the conditions affecting the ponds. The series of cold snaps have been broken, as increasingly warm temperatures become the norm. Rain events have been exceedingly rare in the past few months, which has lowered water levels throughout the community. Additionally, the lack of significant wind or rain has increased decay times for surface algae once treated. Residents may notice this algae that sticks around longer between treatment events. This is a direct result of stagnant water conditions and cold nighttime temperatures. Once treated, algae will turn brown, and eventually white as it decays, a sign of it's successful treatment.

Most ponds reviewed on this inspection were in excellent condition. Despite the low water levels and lack of rain, only ponds 34 and 14 were found to host algae activity; with 14 already on its way to recovery. 34 will be treated during the next scheduled routine maintenance event. All shorelines were found to be free of nuisance vegetation.

Recommendations / Action Items

Continue to remain on top of algae growth; addressing local blooms caused by weather conditions.

Target emergent/submergent nuisance grass species along exposed areas. (Slender Spikerush on 30)

Monitor shorelines for debris items.

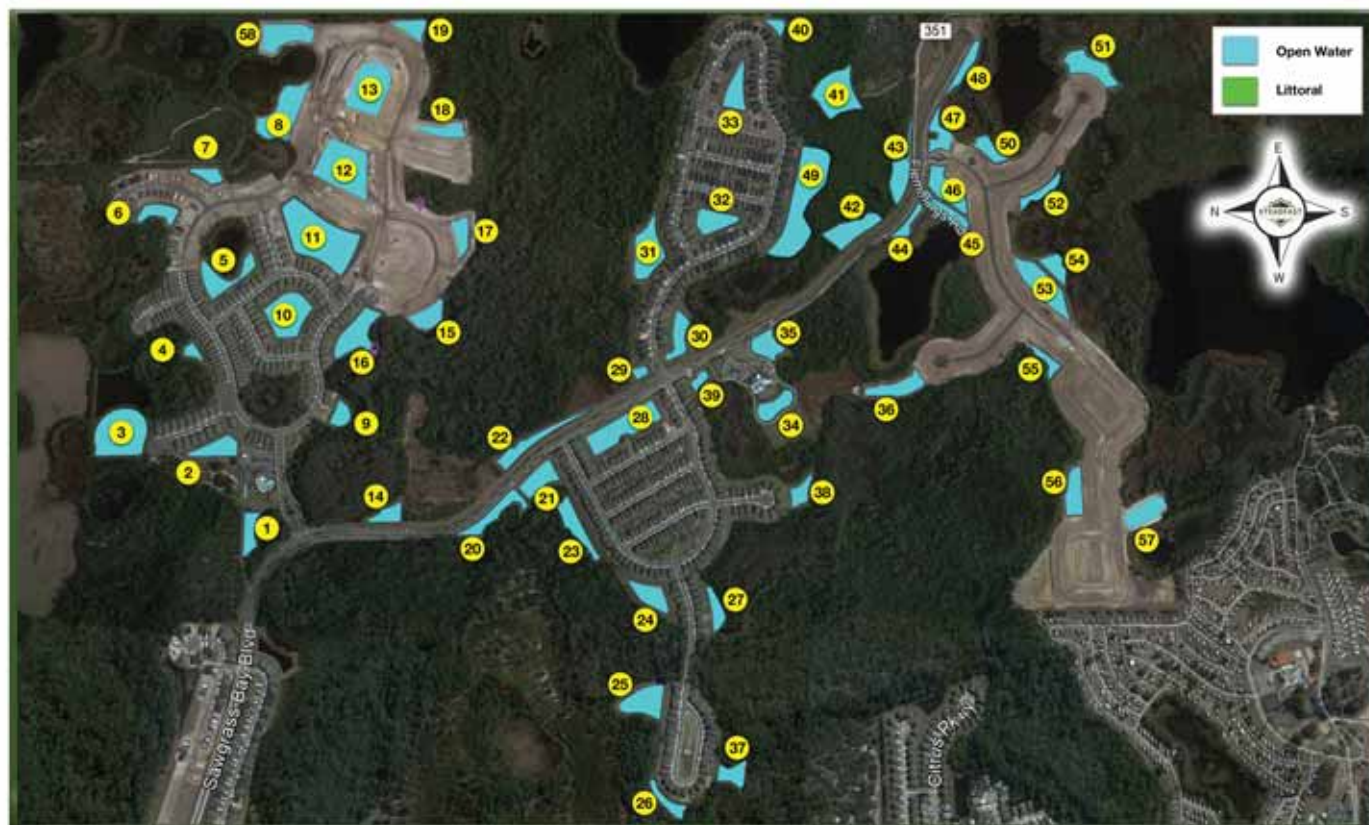
Thank you for choosing Steadfast Environmental!



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**

**MARCH 16, 2022
FIELD INSPECTION REPORT**



TABLE OF CONTENTS

Landscape:

- Ponds
- Tot Lot/Park
- Fencing
- Miscellaneous
- Maintenance Map



PONDS

Ponds look good and full for this time of year...Fountain in Pond 28 works intermittently.



TOT LOT

Tot Lot looks well-kept. Wasp (?) nests are dead; water leaks.



PARK

Park looks green and vibrant. Most of pet waste is in area between sidewalk and street.



Fencing Along Sawgrass Bay Blvd.

Wood fencing needs to be painted; some flower beds need attention.



Miscellaneous

Butterfly Pea island plants need attention; pond scum on pond 42(?); Flowering plants.





MAINTENANCE MAP

EXHIBIT 5



**CASCADE FOUNTAINS DIV.
FOUNTAIN DESIGN GROUP, INC.**

7628 N.W 6th AVENUE BOCA RATON, FL. 33487
SERVICE CENTERS : ORLANDO AND TAMPA
PHONE: (800) 446-1537 FAX (561) 994-3944

PROPOSAL # 6280

Date: March. 07, 2022

To: DPFG Management & Consulting
 250 International Parkway, Ste. 208
 Lake Mary, Fl. 32746
Attn: Larry Krause
Phone: 321-263-0132 Ext. 742
Cell:
Email: lkrause@dpfgmc.com

Ship To: Avalon Grove CDD
 17555 Sawgrass Bay Blvd.
 Clermont, Fl.

FOUNTAIN MAINTENANCE PROPOSAL

Scope of Work:

Fountain Design Group will perform the following quarterly cleaning, on the (1) one Floating Fountain at the above property, per the check list below:

- 1) Check control panel components and amperage draw on pump and motors, including timers on fountain
- 2) Clean junction intake screen on lake fountain
- 3) Clean and adjust water feature jets on lake fountain
- 4) Clean lenses on lighting system for lake fountain
- 5) Check for power surges and reset GFCI breakers
- 6) Visually check all accessible piping systems for possible damage

This is a cleaning contract and any other services required besides those listed above will be billed separately, upon completion after receiving the appropriate approval.

*Lights will be replaced as required for the price of the light bulb.. If additional service is required, our standard labor labor rate of \$125.00 for the first half-hour and \$95.00 each hour thereafter, plus parts.

**Either party may cancel this agreement with a 30-Day Notice.

COST : \$175.00 per Quarterly Cleaning

Payable upon receipt of invoice to Fountain Design Group, Inc.

**Respectfully Submitted,
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:

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 and will become an additional charge from the approved proposal amount from the client.



EXHIBIT 6





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
 - <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



- 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

DS
AS
Initial

CONSULTANT:
BONNETT DESIGN GROUP, LLC

Initial 





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.

400 South Orlando Ave. Suite 201 . Maitland, FL 32751 . 407.622.1588 voice . 407.358.5363 fax
www.BonnettDesignGroup.com
FL LC 26000341



- 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

400 South Orlando Ave. Suite 201 . Maitland, FL 32751 . 407.622.1588 voice . 407.358.5363 fax
www.BonnettDesignGroup.com

FL LC 26000341

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,

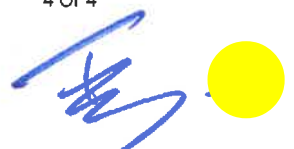


Todd W. Bonnett, RLA, LEED AP, CNU-a
Bonnett Design Group, LLC

APPROVED AND ACCEPTED:

Aaron Struckmeyer
Pulte Group, North Florida Division
DATE: _____

400 South Orlando Ave. Suite 201, Maitland, FL 32751 . 407.622.1588 voice . 407.358.5363 fax
www.BonnettDesignGroup.com
FL LC 26000341



CONSULTANT CONTRACT CHANGE ORDER REQUEST # 001

Consultant: Geopoint Surveying, Inc

Date: July 21, 2020

Project: 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: \$1,200.00

Net Change by Previous Change Orders: \$0.00

Net Change by Current Change Order: \$64,100.00

Revised Contract Amount: \$65,300.00

Change 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

CONSULTANT:
 HEIDT DESIGN, LLC

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

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

DS
AS
Initial

CONSULTANT:
HEIDT DESIGN, LLC


Initial



EXHIBIT "B"

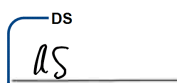
TO CONSULTANT PROJECT AGREEMENT

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





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

June 23, 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

Revised: July 27, 2020

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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
June 23, 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
June 23, 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
Page 8 of 8

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: _____

\\hdf\file\Contracts\I.HEIDT DESIGN\Contracts\PHC SN\1000, 1002-1012.docx



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

DS

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}


Initial

CONTRACTOR:
GROUND PRESERVE LANDSCAPE
CONTROLS, LLC



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. 10-6-20

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

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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.***

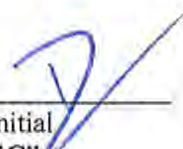
Includes: Labor, material, building permit, items as noted above or equivalent, and job-related trash removal

- **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

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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

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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"

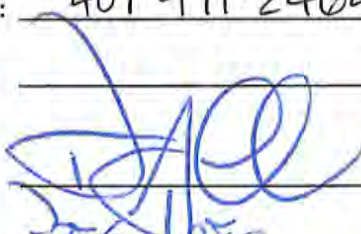
This certification is hereby signed in reference to the above named project:

Company: Seminole Masonry LLC

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

Telephone Number: 407 971-2464

Scope of work: _____

Signature:  _____

Title: Pres. LCFE

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**
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- 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
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- 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
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- 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)

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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.

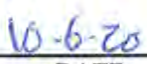
Proposed Amount: \$232,844.00

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:

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- 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

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]

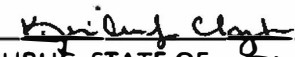
Executed this 31ST day of January, 2022.

PULTE HOME COMPANY, LLC

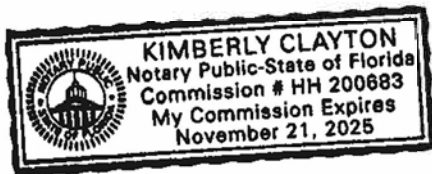

Name: Doug Hoffman
Title: VP of LA

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



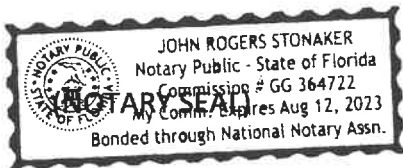
Timothy M. Plate, P.E.

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: Matthew Lembach
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.

[Signature]
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.

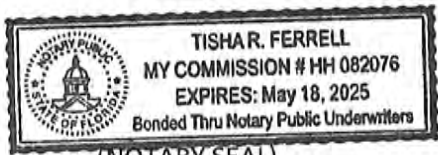
[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

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

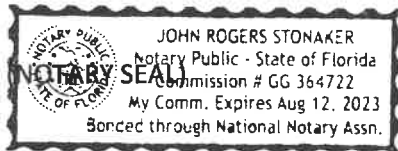


Timothy M. Plate, P.E.
Florida Registration No. 41153
District Engineer

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

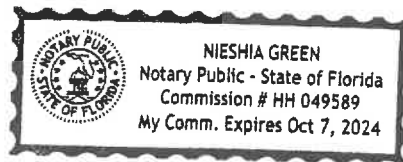
STATE OF FLORIDA
COUNTY OF Orange

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
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)

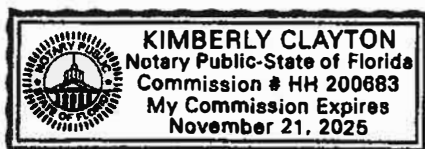


EXHIBIT A

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.

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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

**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2021
(ASSESSMENT AREA THREE PROJECT)
(Acquisition and Construction)**

The undersigned, a Responsible Officer of the Avalon Groves Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and Regions Bank, as trustee (the "Trustee"), dated as of March 1, 2017, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of March 1, 2021 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: #_____
- (B) Identify Acquisition Agreement, if applicable: **Acquisition Agreement (2021 Bonds), dated February 26, 2021**
- (C) Name of Payee pursuant to Acquisition Agreement: **Pulte Home Company, LLC**



WIRE INSTRUCTIONS

Bank Name: **Bank Of America**
100 West 33rd Street
NY, NY 10001

Routing (ABA) #: **0260-0959-3**
SWIFT Address: **BOFAUS3N**
Beneficiary: **Pulte Homes- North Florida Florida Division**
Beneficiary Account #: **3750130560**

Please make sure the buyer references their name and subdivision when sending the wire.

The address associated with the North Florida Division's account is:
100 N Tryon St
Charlotte, NC, 28255

- (D) Total Amount Payable: **\$667,146.40**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Acquisition of Phases 1 and 2 Stormwater, Landscape and Hardscape Improvements and Work Product**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021 Acquisition and Construction Account of the Acquisition and Construction Fund**

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District;



2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Three Project; and
4. each disbursement represents a Cost of the Assessment Area Three Project which has not previously been paid.
5. The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Responsible Officer

Date: _____

3-16-2022

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that (A) this disbursement is for the Cost of the Assessment Area Three Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the District Engineer, as such report shall have been amended or modified; and (iii) the plans and specifications for the corresponding portion of the Assessment Area Three Project with respect to which such disbursement is being made; and, further certifies that: (B) the purchase price to be paid by the District for the Assessment Area Three Project improvements to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of the land, as referenced in the report of the District Engineer; and (C) the plans and specifications for the Assessment Area Three Project improvements have been approved by regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; and (D) currently required approvals and permits for the acquisition, construction, reconstruction, installation and equipping of the portion of the Assessment Area Three Project for which disbursement is made have been obtained from all applicable regulatory bodies.

[SIGNATURE ON NEXT PAGE]

Consulting Engineer

2. each disbursement set forth above is a proper charge against the Series 2021 Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Assessment Area Three Project; and
4. each disbursement represents a Cost of the Assessment Area Three Project which has not previously been paid.
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Originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested are on file with the District.

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

By: [SIGNATURE ON PRIOR PAGE]
Responsible Officer

Date: _____

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Consulting Engineer

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 Sales

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

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Serenoa Lakes Phase 1 and Phase 2

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- 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

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

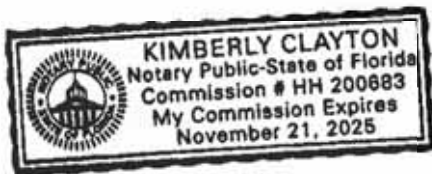
[Signature]
Name: Douglas Hoffman
Title: VP of LA

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.

[Signature]
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.

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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
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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



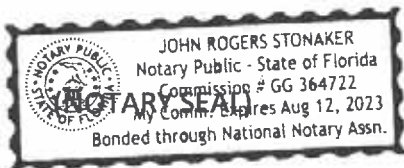
Timothy M. Plate, P.E.

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.

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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 DPFG, 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: Matthew Lembach
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.

[Signature]
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: [Signature]
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)

[Signature]
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.

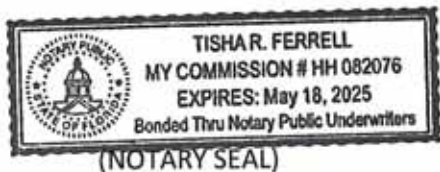
[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

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.



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

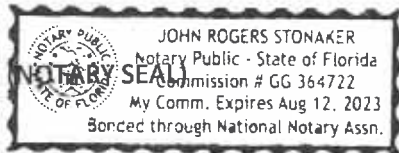


Timothy M. Plate, P.E.
Florida Registration No. 41153
District Engineer

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

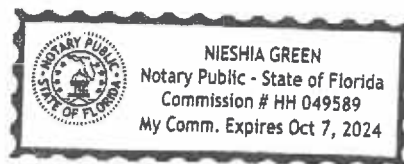
STATE OF FLORIDA
COUNTY OF Orange

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: DUGESIA RIOS-JOEFIT
Title: COORDINATOR LAND DEVELOPMENT

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

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)

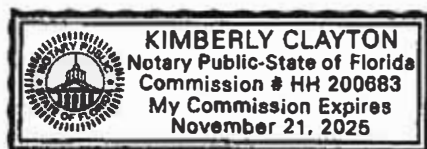


EXHIBIT A

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 7



CDD / POA MAINTENANCE AGREEMENT

THIS CDD / POA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2022, by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o DPGF, 250 International parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"); and

SERENOA PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, whose address is 2100 S Hiawassee Road, Orlando, Florida 32835 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by 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, effective January 6, 2022, the boundaries of the District were amended by Ordinance No. 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 presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair of the improvements described in **Exhibit A** attached hereto ("**Work**"), across the Expansion Parcel from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.



NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 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.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. **Inspection.** Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. **Repair and Maintenance.** Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. **Investigation and Report of Accidents/Claims.** Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. **Adherence to District Rules, Regulations and Policies.** Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. **Care of the District's Improvements.** Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

SECTION 3. COMPENSATION. The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.

SECTION 4. TERM. This Agreement commences on the date first written above and continues through September 30, 2022 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

SECTION 5. INSURANCE. The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or



ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION. At any time, either party may terminate this Agreement for any reason in its sole discretion and by providing at least sixty (60) days written notice to the other party of its intent to terminate. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement until the District can complete its next regular budget and assessment cycle to incorporate funding into its budget and collect any necessary assessment revenues. Regardless of which party terminates this Agreement, the Association and the District shall cooperate in effectuating – to the extent the District so elects in its sole discretion – a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

SECTION 13. PERMITS AND LICENSES. All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District. In the future, the District will hold any permits applicable to the lands within its boundaries.



SECTION 14. ASSIGNMENT. No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 18. 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 Association.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 20. 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, certified/registered mail, 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 Association may deliver Notice on behalf of the District and the Association, 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.

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 Association 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 Association and their respective representatives, successors and assigns.

SECTION 22. 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. Venue for any dispute shall be in a court of appropriate jurisdiction in Lake County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Association acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O LARRY KRAUSE, DPMG MANAGEMENT & CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746 PHONE (321) 263-0132, AND E-MAIL LKRAUSE@DPMGMC.COM.

SECTION 24. 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.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.



SECTION 26. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

SERENOA PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: _____

EXHIBIT A: Scope of Work
EXHIBIT B: Maintenance Map

DRAFT



EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, within the tracts identified in **EXHIBIT B**:

- ***Amenities*** – General maintenance, janitorial services, and related supplies for the playground and other amenities, consistent with community standards, applicable laws, and District rules.
- ***Additional Landscaping, Irrigation, Hardscaping & Lighting*** – Maintain the landscaping, irrigation, hardscaping and lighting improvements, consistent with community standards.
- ***Stormwater & Wetlands Improvements*** – Maintain the stormwater and drainage facilities, and wetlands, consistent with applicable permit requirements and community standards.

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District properties (every other week from March 1 through November 1). Weeding, edging and tree trimming will be done on an as needed basis.
- Inspect and maintain irrigation system for the District's common areas, as needed, including but not limited to by periodically maintaining the re-use irrigation meters.

Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

- Mulch application to all common area flower/tree beds.
- Power washing of entry monuments and decorative walls.
- Visual inspection of stormwater facilities, and maintain and repair as needed.
- Visual inspection of roadway, hardscaping, and lighting improvements to ensure that no dangerous conditions exist, and maintain and repair as needed.



EXHIBIT B:

MAINTENANCE TRACTS

Tracts B, C, D, E, F, I, J, K and M, as more particularly described and depicted on the plat entitled *Edgemont*, recorded in Plat Book ____, Page ____ et. seq., of the Official Records of Lake County, Florida.

DRAFT



EXHIBIT 8





1039 Nightbuster

Flood 12 & 24 Volt LED

The Nightbuster Flood and its applications for sign lighting, small area lighting, landscape accent, security lighting around home, and anywhere small wattage 12 or 24 volt DC lighting is required makes this one of the most versatile fixtures. The Nightbuster Flood is available **energy efficient LED technology!** The housing and lens are made of durable, long-lasting molded Polycarbonate to keep out bugs and water, with 4 screw stainless steel rust resistant hardware. The die-cast aluminum swivel provides a sturdy and easy to direct mounting foundation.



5W: 780 lumens
10W: 1280 lumens



Fixture: 4 ½" W x 10" L x 3 ⅝" D



12 & 24 Volts DC - Standard



2 year warranty LED



Proudly manufactured in the USA



1039 Nightbuster

Flood 12 & 24 Volt LED

Component Features & Specifications

Dimensions:	4 ½" W X 10" L X 3 ⅝" D – Fixture 4 ½" W X 9" L X 1 ⅝" D – Retro Fit Conversion	Mounting:	Die-Cast Aluminum swivel with ½" pipe thread
Construction: Housing:	Molded ABS in Black, White, Bronze or Green with Reflective Aluminum Light Source Mounting Chassis	Light Source:	1039 LED; 1-5 W, or 1 - 10W LED Circuit Board
Lens:	High impact molded clear polycarbonate with 4 stainless steel screws against neoprene gasket	Current Draw:	5W: .38 amps; 10W: .63 amps
Swivel:	Die-Cast Aluminum. The Night Buster Deluxe swivels both horizontally and vertically	Light Output:	5W: 780 lumens; 10W: 1280 lumens
Colors:	Housing: Black Lens: Clear	Electrical:	12 & 24 Volts DC - Standard
		Optional:	12-24Volt AC Flood Visor
		Warranty:	2 year warranty LED

Ordering Information

Cat. # (Ordering No.)	Base	Watts	Color Temp.	Lumens	Hsg. Color	Lens	Voltage
1039055051CL1236	1039	5(05)	5,000K(50)	600	Black (51)	Clear (CL)	12-36DC
1039095051CL1236	1039	5(05)	3,000K(30)	1200	Black (51)	Clear (CL)	12-36DC

To order this and any of our other exceptional quality fixtures, please contact your local distributor or call us at **800-362-1972**.

Illumacorp Lighting, Inc.

Energy Efficient Lighting Fixtures, Retrofits, and Custom Design Lighting



Ameresco Solar supplies and distributes a complete line of enclosures to accommodate a wide range of off-grid applications. We have a large selection of enclosures and control cabinets ranging from single battery (for pole and ROHN towers) to custom skid-mounted, multi-battery enclosures. Our enclosure line has the flexibility to meet your solar system storage needs.

BBA-1 Series Features:

UL Listed

- UL 508A, NEMA 3R (Standard)
- NEMA 3R, NEMA 4, NEMA 4X

Available Material and Finish

- Mill finished aluminum
- Powder coated aluminum (White)
- Stainless steel (304 or 316)

Enclosure Dimensions

- Overall: (H) 20.625" x (W) 17.5" x (D) 12"
- Opening: (H) 13.25" x (W) 14.125"
- Inside: (H) 15.875" x (W) 16" x (D) 11"

Back Panel Dimensions

- (H) 14.125" x (W) 13"

Battery Capacity

- (1) Class: 27 Series
- (1) Class: 31 Series
- (2) Class: U1 Series

Weight

- 22 lbs





Mounting Structures



Mounts on wall using 4 lag bolts
(Bolts not included)



Mounts to Rohn25
tower using 4 u-bolts
(Bolts not included)



Mounts to 2-3" schedule
40 pole using 2 u-bolts
(Bolts not included)

Enclosure Options



Custom designed assembly
sized to meet solar system
requirements



Door fans available in 12V,
24V, and 48V DC/120V AC



Banding available
for unique
mounting structures

Additional Options:

- Breather/drain for NEMA4 - 4X (Required for all battery applications)
- Heat strips (120V, 150W with thermostat)
- Interior insulation (Low E)
- Sun shields (Available for top, sides, and door)
- Key lock (#1 or #2 Pelco)

BlueSolar PWM-Light Charge Controllers 12/24V

www.victronenergy.com



BlueSolar PWM-Light 10A

Features

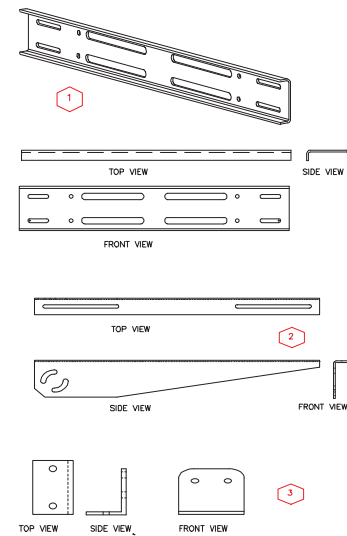
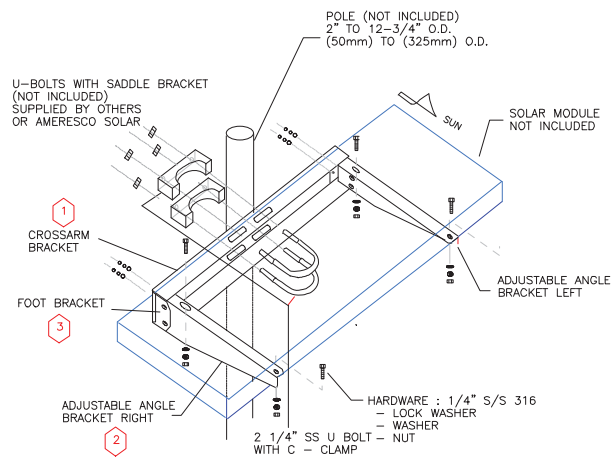
- Load output with low battery voltage disconnect function.
- Lighting control function, one timer only.
- Two digit seven segment display for quick and easy setting of the load output functionality, including timer setting.
- Three stage battery charging (bulk, absorption, float), not programmable.
- Load output protected against over load and short circuit.
- Protected against reverse polarity connection of the solar array and/or battery.

Day/night timing options

See manual for details

BlueSolar PWM-Light	12/24-5	12/24-10	12/24-20	12/24-30
Battery Voltage	12/24 V with automatic system voltage detection			
Rated charge current	5A	10A	20A	30A
Automatic load disconnect	Yes			
Maximum solar voltage	28V / 55V (1)			
Self-consumption	< 10 mA			
Load output	Manual control + low voltage disconnect			
Protection	Battery reverse polarity (fuse)	Output short circuit	Over temperature	
Overload protection	Shut down after 60 s in case of 130% load			
	Shut down after 5 s in case of 160% load			
	Short circuit: immediate shut down			
Grounding	Common positive			
Operating temp. range	-20 to +50°C (full load)			
Humidity (non-condensing)	Max 95%			
BATTERY				
Charge voltage 'absorption'	14.2V / 28,4V			
Charge voltage 'float'	13.8V / 27,6V			
Low voltage load disconnect	11,2V / 22,4V			
Low voltage load reconnect	12,6V / 25,2V (manual) 13,1V / 26,2V (automatic)			
ENCLOSURE				
Protection class	IP20			
Terminal size	5 mm² / AWG10			
Weight	0,15kg			0,2kg
Dimensions (h x w x d)	70 x 133 x 33,5 mm (2.8 x 5.3 x 1.3 inch)			
STANDARDS				
Safety	IEC 62109-1			
EMC	EN 61000-6-1, EN 61000-6-3, ISO 7637-2			
1) For 12V use 36 cell solar panels For 24V use 72 cell solar panels or 2x 36 cell in series		2) The controller switches to the lower float voltage level 2 hours after the absorption voltage has been reached. Whenever the battery voltage becomes lower than 13V, a new charge cycle is triggered.		

HPM 50U



MATERIAL: 5052- Aluminum Angle



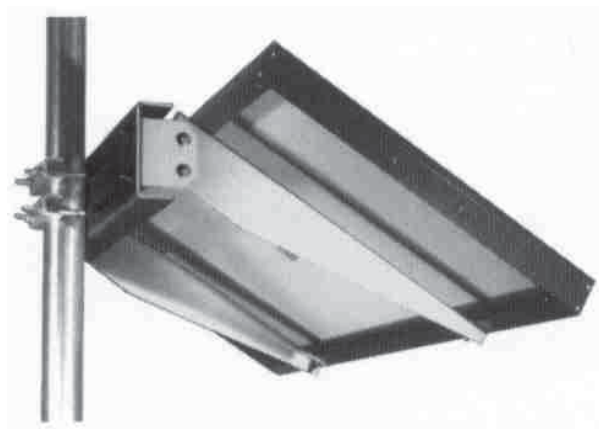
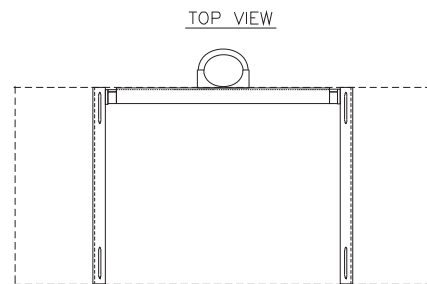
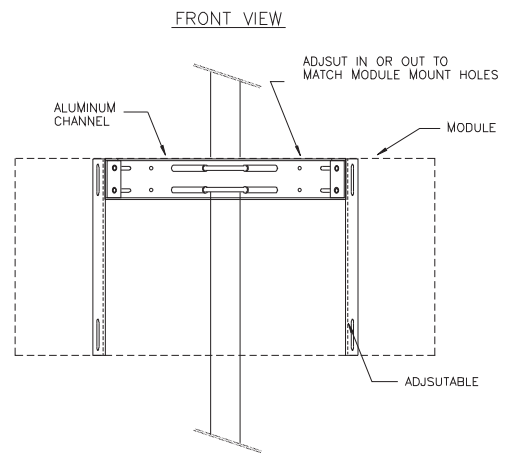
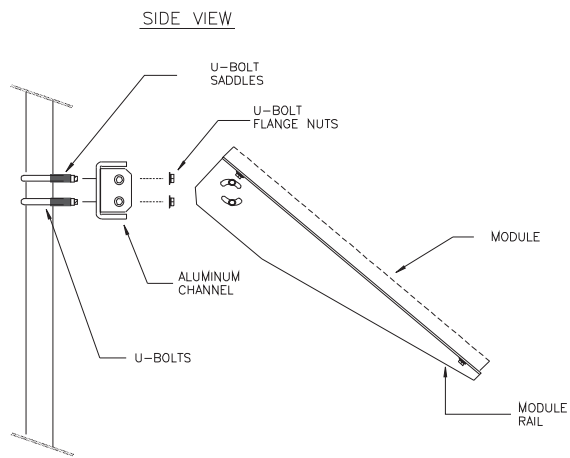


EXHIBIT 9



Accept

Decline

Date: Dec 21, 2021

No. 3484

Estimate

ASAP Pressure Cleaning LLC

5230 Land O Lakes Blvd #1279

Land O Lakes, FL 34639

(813) 501-2010 Office

Presented To:

DPFG Management

250 International Parkway

Lake Mary, FL 32746

Description of Service	Location	Qty	Each	Amount
Plank Fence - Clean: Includes cleaning to wood plank fence. Cleaning includes road side facing and back side of 4x plank fence located along Sawgrass Bay Blvd at both Goldcrest Loop entrances. Cleaning also includes stone columns connecting planks. 113 lin x 4 = 452 x 2 sides = <u>904 Total Linear ft.</u>	Serenoa, Sawgrass Bay Boulevard; Four Corners, FL 34714	904	\$1.25	\$1,130.00
Plank Fence - Clean: Includes cleaning to wood plank fence. Cleaning includes road side facing and back side facing of 2x plank fence located at Serenoa Blvd entrance just off Sawgrass Bay Blvd. Cleaning also includes stone columns connecting planks. North @ 255 lin x 2 sides = 510 lin South @ 306 lin x 2 sides = 612 lin <u>Total Linear ft. = 1122</u>		1122	\$1.25	\$1,402.50
Plank Fence - Paint: Includes painting to 6x fence wood planks. Painting includes road side facing and back side facing of 6x fence. Locations below : - 1x North and 1x South side of Serenoa Blvd entrance just off Sawgrass Bay Blvd. - 2x along Sawgrass Bay Blvd at North Goldcrest Loop entrance. - 2x along Sawgrass Bay Blvd at South Goldcrest Loop entrance. Includes Materials & Supplies - Using Sherwin Williams brand premium paint. - Quantity includes typical waste overage.		2026	\$1.85	\$3,748.10

- 2 coats. Includes Labor: - Acquiring materials. - Paint prep - masking tape and or protective cover application - Paint - 2 coats - Clean up. Monuments - Clean: Includes <u>cleaning</u> of 2x monuments located on North and South side Sawgrass Bay Blvd between YellowEyed Dr and BayCedar Way. Monuments - Paint: Includes <u>painting</u> of 2x monuments located on North and South side 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 - Clean up.				
	2		\$250.00	\$500.00
	2		\$500.00	\$1,000.00
		Total	\$7,780.60	

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





EXHIBIT 10



General Ordinances of Lake County - Chapter 4 - ANIMALS

Sec. 4-4. Duty of Animal Control Officers generally.

- (a) The Animal Control Officers shall be responsible for enforcement of this chapter of the Lake County Code and the provisions of the Florida Statutes relating to animal control and welfare, other than the misdemeanor provisions thereof.
- (b) The Animal Control Officers shall investigate formal complaints of alleged violations of this chapter, provide all notices to affected animal owners requiring that violations cease or be corrected, and take appropriate action as is reasonably necessary to accomplish the purposes of this chapter.
- (c) Animal Control Officers shall have the same powers and limitations as code enforcement officers prescribed by Chapter 8 of this Code and by F.S. Ch. 162.

(Ord. No. 2009-47, § 2, 9-1-09; Ord. No. 2017-16, § 2, 4-4-17)

Editor's note(s)—Ord. No. 2017-16, § 2, adopted April 4, 2017, amended § 4-4, to read as set out herein. Previously § 4-4, was titled "Duty of division generally."

Sec. 4-5. County manager authorized to adopt procedures to implement this chapter of the Lake County Code.

The county manager may adopt procedures which are incidental to the proper administration and implementation of the provisions of this chapter of the Lake County Code.

(Ord. No. 2009-47, § 2, 9-1-09; Ord. No. 2017-16, § 2, 4-4-17)

Sec. 4-6. Entry power of the Animal Control Officers.

- (a) For the purposes of discharging the duties imposed by this chapter and statute, including investigation of possible violations and enforcement of any provision, Animal Control Officers are hereby empowered to enter upon public property and private property with the consent of the property owner or occupant or proper warrant or as otherwise provided by law within the county, for the purposes of investigating possible violations and enforcement of any provision of this chapter or statute, examining or capturing any animal, and issuing notices and citations. Each Animal Control Officer shall have the power to enforce this chapter and the provisions of state law, rules and regulations relating to animal cruelty and control.
- (b) Animal Control Officers shall have appropriate official identification with them when they enter private property for the purpose of this section.
- (c) Animal Control Officers shall have the same powers and limitations as code enforcement officers prescribed by Chapter 8 of this Code and by F.S. Ch. 162.

(Ord. No. 2009-47, § 2, 9-1-09; Ord. No. 2017-16, § 2, 4-4-17; Ord. No. 2018-22, § 2, 5-8-18)

Editor's note(s)—Ord. No. 2018-22, § 2, adopted May 8, 2018, amended § 4-6 to read as set out herein. Previously § 4-6 was titled "Entry power of the Manager and Animal Control Officers."



General Ordinances of Lake County - Chapter 4 - ANIMALS

Sec. 4-8. Violations and enforcement.

- (a) If an Animal Control Officer has probable cause to believe that a person or owner has committed an act in violation of this chapter, such act is a civil infraction and the Animal Control Officer may issue a written notice to the owner of a hearing before the Special Master in the manner prescribed in Chapter 8 of the Lake County Code. Any penalties imposed pursuant to this chapter are in addition to and shall not be deemed to supersede any other penalty as provided by law, including criminal penalties and injunctive relief.
- (b) A violation of any provision of this chapter is a civil infraction which carries a penalty set forth herein. Pursuant to F.S. § 828.27(4), a surcharge of five dollars (\$5.00) will be imposed in addition to each penalty for a violation of this chapter and the funds shall be used to pay the costs for training of Animal Control Officers.
- (c) If a violator fails to pay the penalty or fails to appear at the hearing to contest the violation, the violator shall be deemed to waive his or her right to contest the penalty and an order may be entered by the Special Master for the penalty, plus surcharge.
- (d) In addition to the penalties otherwise provided in this chapter, the county or law enforcement agency shall have the right to enforce by injunction, or any other appropriate legal means, compliance with the regulations and requirements of this chapter.

(Ord. No. 2009-47, § 2, 9-1-09; Ord. No. 2018-22, § 2, 5-8-18)

Sec. 4-27. Nuisance animals.

- (a) It is a violation of this section for the owner of any animal to fail to exercise sufficient care and control of his or her animal and the animal commits any of the following acts:
 - (1) Runs at large, other than hunting dogs in authorized areas during authorized hunting seasons;
 - (2) Continuously or repeatedly barks, cries, howls, whines or causes any other objectionable noise;
 - (3) Emits offensive odors which disturb the comfort, peace, or repose of any person(s) residing in the vicinity;
 - (4) Damages, harms, or destroys the property of a person other than the animal owner or person in custody of the animal; or
 - (5) Deposits solid excreta on public or private property other than the property of the owner or person in custody of the animal, without the authorization or consent of the property owner, unless the animal owner or person in custody of the animal immediately removes and properly disposes of the excrement.
- (b) Animal Control Officers shall have the authority to trap, hold, and impound any animal that commits any of the above described acts.
- (c) The recommended penalty for a violation of this section is a fine of one hundred and fifty dollars (\$150.00) for the first offense and five hundred dollars (\$500.00) for any repeat violation within five (5) years of a previous offense.

(Ord. No. 2009-47, § 2, 9-1-09; Ord. No. 2018-22, § 2, 5-8-18)



EXHIBIT 11



Estimate



Sign Solutions of Tampa Bay, Inc.

3921 West MLK Blvd

Tampa, FL 33614

ph. (813) 269-5990

fax (813) 269-5991

email: sales@SignSolutionsTB.com

Estimate:

19901

Printed

3/21/2022 10:55:22AM

Description: **AVALON GROVES - Dog Waste Sign and Install**

Prepared For: Accounts Payable

ph: (321) 263-0132

Company: Avalon Groves CDD

Estimate Date: 3/21/2022 10:45:38AM

email: districtap@dpfgmc.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 ALUM .063		1	1	18	12	\$42.50	\$0.00	\$42.50
Color: Full Color on White								
Description: 18" x 12" x .063 Aluminum w/ Full Color Print								
Text: Dog Waste Sign - Exact Layout TBD								
2 U CHANNEL 10'		1	1	1	1	\$45.00	\$0.00	\$45.00
Color: Mill Finish								
Description: 10' Galvanized U-Channel								
Text:								
3 Installation		1	1	1	1	\$440.00	\$0.00	\$440.00
Color:								
Description: Installation / Time and Materials								
Text:								

Notes:

Line Item Total:	\$527.50
Tax Exempt Amt:	\$440.00
Subtotal:	\$527.50
Taxes:	\$6.56
Total:	\$534.06

Company: Avalon Groves CDD
250 International Parkway
Suite 208
Lake Mary, FL 32746

Received/Accepted By:

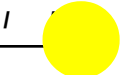


EXHIBIT 12





Nature Coast Poop 911
Elizabeth Henderson
9376 Merriweather Dr
Weeki Wachee, FL 34613
(813) 785 – 9327
Naturecoast@Poop911.com

Avalon Groves (Serenoa)

Proposal for one-time pet waste pick up

One-time pet waste pickup (Proposal) – 3/10/2022

Pet waste pick-up for grass area in Avalon Groves

(Corner of Goldcrest Loop and Basswood Lane)

\$899.99

-Removal of dog waste in grass area and transferred to dumpster in community.

Total Amount Due:

\$899.99

Signature: _____

Date: _____

Signature: _____

Date: _____

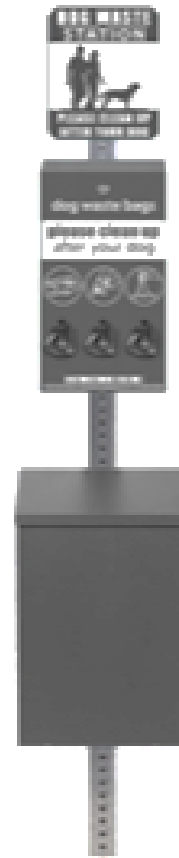


EXHIBIT 13





Nature Coast Poop 911
Elizabeth Henderson
9376 Merriweather Dr
Weeki Wachee, FL 34613
(813) 785 – 9327
Naturecoast@Poop911.com



Avalon Groves (Serenoa)

Proposal for installation of 1 pet waste station

3/10/2022		
1 Pet Waste Station (One-time fee) (\$395 each station) Pricing includes purchase and installation of pet waste station that will be concreted into the ground.		1 @ \$395.00
	Total Amount Due	\$395.00

Signature: _____

Date: _____

Signature: _____

Date: _____



EXHIBIT 14





Nature Coast Poop 911
Elizabeth Henderson
9376 Merriweather Dr
Weeki Wachee, FL 34613
(813) 785 – 9327
Naturecoast@Poop911.com

Avalon Groves (Serenoa)

Proposal for maintenance of 1 pet waste station (1x/weekly)

Monthly Billing (Proposal) – 3/10/2022		
Weekly Maintenance – 1 station with 2,000 bags annually (\$12.95 each station)		1 @ \$12.95 each
Extra bags – 4,000 rolled bags - \$139.95 (if needed)		\$55.99 / monthly
Weekly maintenance pricing includes: -Waste removal, can liner replaced, pick up bags re-filled if needed (flat or rolled) -Use of dumpster in community for disposal of weekly waste bags	Total Amount Due Monthly:	\$55.99

Signature: _____

Date: _____

Signature: _____

Date: _____



EXHIBIT 15



February 3, 2022

Avalon Groves Community Development District
c/o Development Planning & Financing Group
250 International Parkway, Suite # 280
Lake Mary, Florida 32746
Attention: Aiyana Saletto

Re: Avalon Groves CDD, Series 2022 Bonds

We are writing to provide you, as the Avalon Groves Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____

EXHIBIT 16





Central Florida Playground Inspections, Inc.
121 Tee Garden Way
Davenport, FL 33896
(407) 502-7979

November 11,2020

RE: Serenoa Playground

Playground Inspections for 1 Playground(s)	\$700.00
Inspections To be performed within 14 days of acceptance.	
Report(s) to be received with 21 days after completion.	

Total to be paid	\$700.00
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EXHIBIT 17



**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Avalon Groves Community Development District (“**District**”), located in Lake County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Lake County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on April 18, 2022 to the attention of Larry Krause, District Manager, by email to: lkrause@dpfgmc.com (“**District Manager’s Office**”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts



and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

Publish on: March 25, 2022



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

