

***AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT***

Agenda Package

***Board of Supervisors
Meeting***

Date & Time:

***Thursday
October 26, 2017
11:30 a.m.***

Location:

***Cagan Crossing
Community Library
16729 Cagan Oaks
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

[X] 1060 Maitland Center Commons, Suite 340
Maitland, Florida 32751
321-263-0134

[] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

October 19, 2017

Board of Supervisors

**Avalon Groves Community
Development District**

Dear Board Members:

The R e g u l a r Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for Thursday October 26, 2017 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida.

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,

Patricia Comings-Thibault

Patricia Comings-Thibault
District Manager

cc: Attorney
Engineer
District Records

District: AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
Date of Meeting: **Thursday, October 26, 2017**
Time: 11:30 a.m.
Location: Cagan Crossing Community Library
16729 Cagan Oaks
Clermont, FL

Dial-in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments

III. Administrative Matters

- A. Approval of Minutes of August 24, 2017 Meeting Exhibit 1
- B. Acceptance of the Unaudited September, 2017 Financials Exhibit 2

IV. Business Items

- A. Consideration & Approval of Resolution 2017-20 Adopting Fiscal Year 2017/2018 Meeting Schedule Exhibit 3
- B. Consideration & Approval of Jon M Hall Change Order Exhibit 4
 - Change Order 2 Increase - \$681,773.00
 - Revised Contract Price - \$3,196,788.80
- C. Consideration of U.S. Lawns Proposal Exhibit 5
 - Proposal Fee - \$23,930.00
- D. Consideration of Transfer of Water Management District Permits Exhibit 6
- E. Ratification of Biotech Contract for Environmental Services Exhibit 7
- F. Consideration of Proposal for Lake& Wetland Maintenance Exhibit 8
 - Aquatic Systems - \$1,482 monthly

V. Staff Reports

- A. Manager
- B. Attorney
- C. Engineer

VI. Supervisors Requests

VII. Adjournment

EXHIBIT 1

**MINUTES OF MEETING
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Thursday, August 24, 2017 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, and Clermont, Florida.

FIRST ORDER OF BUSINESS - Roll Call

Ms. Comings-Thibault called the meeting to order.

Present and constituting a quorum were:

Jim Harvey	Board Supervisor, Chairman
Greg Meath	Board Supervisor, Vice Chairman
	<i>(joined in progress)</i>
David Langhout	Board Supervisor, Assistant Secretary
Candace Smith	Board Supervisor, Assistant Secretary

Also present were:

Maik Aagaard	DPFG
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SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Approval of Minutes of June 22, 2017 Meeting

Mr. Aagaard presented the Minutes of the June 22, 2017 Meeting and asked for comments, questions or corrections.

On a MOTION by Mr. Harvey, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the minutes of June 22, 2017 for the Avalon Groves Community Development District.

B. Acceptance of the Unaudited June, 2017 Financials

Mr. Aagaard presented the Unaudited June 2017 Financials and asked for comments or questions.

On a MOTION by Mr. Harvey, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board approved Unaudited June 2017 Financials for the Avalon Groves Community Development District.

FOURTH ORDER OF BUSINESS – Business Items

A. Public Hearing on Fiscal Year 2017-2018 Budget

➤ **Open the Public Hearing**

Mr. Aagaard requested a motion to open the Public Hearing.

On a MOTION by Langhout, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board opened the Public Hearing for the Avalon Groves Community Development District.

➤ **Presentation of the Fiscal Year 2017-2018 Budget**

Mr. Aagaard presented the Fiscal Year 2017-2018 Budget and asked for comments or questions.

Discussion ensued.

On a MOTION by Mr. Harvey, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board approved the Fiscal Year 2017-2018 Budget for the Avalon Groves Community Development District.

➤ **Public Comment & Testimony**

There being none, next item followed.

➤ **Close the Public Hearing**

Mr. Aagaard requested a motion to close the Public Hearing.

On a MOTION by Mr. Meath, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board closed the Public Hearing for the Avalon Groves Community Development District.

B. Consideration of Resolution 2017-18 Annual Appropriation Resolution Adopting the Fiscal Year 2017-2018 Budget

Mr. Aagaard presented Resolution 2017-18 Annual Appropriation Resolution Adopting the Fiscal Year 2017-2018 Budget and asked for comments or questions.

On a MOTION by Mr. Harvey, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board adopted Resolution **2017-18** Annual Appropriation Resolution Adopting the Fiscal Year 2017-2018 Budget for the Avalon Groves Community Development District.

C. Consideration of Resolution 2017-19 Imposing Special Assessments to Fund Fiscal Year 2017-2018 Budget

Mr. Aagaard presented Resolution 2017-19 Imposing Special Assessments to Fund Fiscal Year 2017-2018 Budget and asked for comments or questions.

Discussion ensued. Mr. Earlywine stated that there was a collection dates typo in the resolution and the dates should read: January 8, 2018, April 2, 2018 and July 2, 2018.

On a MOTION by Mr. Harvey, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board adopted Resolution **2017-19** Imposing Special Assessments to Fund Fiscal Year 2017-2018 Budget, as amended, for the Avalon Groves Community Development District.

D. Consideration of FY 2018 Budget Deficit Funding Agreement

Mr. Aagaard presented Consideration of FY 2018 Budget Deficit Funding Agreement and asked for comments or questions.

Discussion ensued.

This item was tabled.

E. Discussion Regarding Sawgrass Bay Blvd. Construction Design Project

Mr. Earlywine gave an update on the Sawgrass Bay Blvd. Construction Design Project and asked for comments or questions.

Discussion ensued.

F. Consideration of Jon M. Hall Change Order Increase -\$73,828

Mr. Aagaard presented Consideration of Jon M. Hall Change Order Increase - \$73,828 and asked for comments or questions.

Discussion ensued.

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the Jon M. Hall Change Order Increase-\$73,828 for the Avalon Groves Community Development District.

G. Consideration of Jon M. Hall Change Order Increase -\$214,786.80

Mr. Aagaard presented Consideration of Jon M. Hall Change Order Increase - \$214,786.80 and asked for comments or questions.

Discussion ensued.

On a MOTION by Mr. Harvey, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the Jon M. Hall Change Order Increase -\$214,786.80 for the Avalon Groves Community Development District.

H. Presentation of Final Version of Randy Suggs Contract Previously Authorized By the Board

Mr. Aagaard presented Final Version of Randy Suggs Contract Previously Authorized by the Board and asked for comments or questions.

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the Final Version of Randy Suggs Contract Previously Authorized by the Board for the Avalon Groves Community Development District.

I. Consideration of FPL Streetlight Proposal - \$5,204.49 Monthly

Mr. Aagaard presented Consideration of FPL Streetlight Proposal - \$5,204.49 and asked for comments or questions.

Discussion ensued.

This item was tabled.

FIFTH ORDER OF BUSINESS – Staff Reports

A. Manager

There being none, next item followed.

B. Attorney

Mr. Earlywine stated for the record that no audience attended the meeting.

C. Engineer

There being none, next item followed.

SIXTH ORDER OF BUSINESS – Supervisor Request

There being none, next item followed.

SEVENTH ORDER OF BUSINESS – Adjournment

On a MOTION by Mr. Harvey, SECONDED by Mr. Meath, 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

Signature

Printed Name

Title: ☐ Secretary ☐ Assistant Secretary

Printed Name

Title: ☐ Chairman ☐ Vice Chairman

EXHIBIT 2

Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
September 30, 2017

Avalon Groves Community Development District
Balance Sheet
Unaudited
September 30, 2017

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	CIP	TOTAL
<u>ASSETS:</u>						
CASH	\$ -	\$ -	\$ -	\$ -		\$ -
INVESTMENTS:						
CAP INTEREST	-	145,685	456,626	283,399	-	885,710.00
DS RESERVE	-	170,981	519,770	264,997	-	955,748.00
COST OF ISSUANCE	-	4,946	11,598	2,087	-	18,631.00
ACQ. & CONST. 2017 (AA1)	-	-	-	-	1,241,417	1,241,417.00
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	1,221,717	1,221,717.00
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	2,050,579	2,050,579.00
ACCOUNTS RECEIVABLE	31,113	-	-	-	-	31,113.00
TOTAL ASSETS	\$ 31,113	\$ 321,612	\$ 987,994	\$ 550,483	\$ 4,513,713	\$ 6,404,915
<u>LIABILITIES:</u>						
ACCOUNTS PAYABLE	\$ 31,110	\$ -	\$ -	\$ -	\$ 3,332,040	\$ 3,363,150
<u>FUND BALANCE:</u>						
NONSPENDABLE:						
PREPAID AND DEPOSITS	-	-	-	-	-	-
ASSIGNED:						
OPERATING RESERVES	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-
UNASSIGNED:	3	321,612	987,994	550,483	1,181,673	3,041,765
TOTAL LIABILITIES & FUND BALANCE	\$ 31,113	\$ 321,612	\$ 987,994	\$ 550,483	\$ 4,513,713	\$ 6,404,915

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending September 30, 2017

	FY2017 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
SPECIAL ASSESSMENTS (LANDOWNER OFF-ROLL)	\$ 220,035	\$ 220,035	\$ 149,091	\$ (70,944)
TOTAL REVENUES	220,035	220,035	149,091	(70,944)
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,000	20,000	44,000	(24,000)
BANK FEES	150	150	28	122
AUDITING SERVICES	5,500	5,500	-	5,500
REGULATORY & PERMIT FEES	175	175	175	-
ADMINISTRATIVE (Postage, Freight, Copies,)	-	-	1,250	(1,250)
LEGAL ADVERTISEMENTS	750	750	6,037	(5,287)
ENGINEERING SERVICES	10,000	10,000	4,975	5,025
LEGAL SERVICES	10,000	10,000	79,902	(69,902)
TECHNOLOGY & WEBSITE ADMIN.	960	960	960	-
APPRAISAL REPORT	-	-	4,300	(4,300)
MISC. OFFICE (PRINTING)	500	500	50	450
TOTAL GENERAL ADMINISTRATIVE	60,035	48,035	141,677	(93,642)
INSURANCE				
INSURANCE (PUBLIC OFFICIALS)	3,300	-	-	-
INSURANCE (PROPERTY & CASUALTY)	7,500	2,410	2,410	-
TOTAL INSURANCE	10,800	2,410	2,410	-
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	-	-	-
ARBITRAGE REBATE	700	-	-	-
TRUSTEE FEES	3,500	-	5,000	(5,000)
TOTAL DEBT ADMINISTRATION	9,200	-	5,000	(5,000)
UTILITIES				
UTILITIES-ELECTRICITY	2,500	-	-	-
TOTAL UTILITIES	2,500	-	-	-
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	2,500	2,500	-	2,500
LANDSCAPE MAINTENANCE	25,000	25,000	-	25,000
LANDSCAPE - MISCELLANEOUS	5,000	5,000	-	5,000
WETLAND MITIGATION & MAINTENANCE	5,000	5,000	-	5,000
FIELD CONTINGENCY	100,000	100,000	-	100,000
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	137,500	137,500	-	137,500
TOTAL EXPENDITURES	220,035	187,945	149,087	38,858
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	4	4
FUND BALANCE - BEGINNING	-	-	(19,497)	(19,497)
FUND BALANCE - ENDING	\$ -	\$ -	\$ (19,493)	\$ (19,493)

Avalon Groves Community Development District
2017 (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending September 30, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	\$ 353,645
INTEREST	1,210
MISC. REVENUE	12
TOTAL REVENUES	354,867
EXPENDITURES	
LEGAL EXPENSES	21,207
UNDERWRITERS FEES	6,884
MGMT. SERVICES & CONSULTING	5,163
TOTAL EXPENSE	33,254
TOTAL EXPENDITURES	33,254
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	321,613
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 321,613

Avalon Groves Community Development District
2017A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending September 30, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	\$ 1,086,760
INTEREST	3,728
TOTAL REVENUES	1,090,488
EXPENDITURES	
TRUSTEE FEES	5,000
TOTAL DEBT SERVICE ADMINISTRATION	5,000
UNDERWRITERS FEES	20,572
MGMT. SERVICES & CONSULTING	15,429
LEGAL EXPENSES	61,493
TOTAL EXPENSE	97,494
TOTAL EXPENDITURES	102,494
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	987,994
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 987,994

Avalon Groves Community Development District
2017A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending September 30, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	\$ 615,877
INTEREST	2,082
TOTAL REVENUES	617,959
EXPENDITURES	
TOTAL DEBT ADMINISTRATION	
TRUSTEE FEES	5,000
TOTAL DEBT SERVICE ADMINISTRATION	5,000
UNDERWRITERS FEES	12,544
MGMT. SERVICES & CONSULTING	9,408
LEGAL EXPENSES	40,525
TOTAL EXPENSES	67,477
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	550,482
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 550,482

Avalon Groves Community Development District
Construction In Progress
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending September 30, 2017

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
BOND PROCEEDS	\$ 11,370,543
INTEREST	25,232
TOTAL REVENUES	<u>11,395,775</u>
EXPENDITURES	
CONSTRUCTION IN PRGRESS	10,214,103
TRUSTEE FEES	-
TOTAL EXPENSE	<u>10,214,103</u>
TOTAL EXPENDITURES	<u>10,214,103</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	1,181,672
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	<u><u>\$ 1,181,672</u></u>

Avalon Groves Community Development District
General Fund - Bank Reconciliation
Operating Accounts
September 30, 2017

	<u>BU</u>
Balance Per Bank Statement	\$ -
Less: Outstanding AP Checks	-
<i>Adjusted Bank Balance</i>	<u><u>\$ -</u></u>
Beginning Bank Balance Per Books	\$ 159.29
Deposits & Interest	-
Cash Disbursements	(159.29)
<i>Balance Per Books</i>	<u><u>\$ -</u></u>

Avalon Groves CDD
Check Register
Operating Account
FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
9/30/2016	EOM		Balance			0.00
10/21/2016		Deposit	Funding Request 01	19,448.99		19,448.99
10/26/2016 9997		DPFG	CDD Management		8,000.00	11,448.99
10/26/2016 9999		Egis Insurance Risk Advisors	Insurance - FY 2017		2,410.00	9,038.99
10/26/2016 9998		Hopping Green & Sams	Legal Services		7,416.50	1,622.49
10/26/2016 ACH102616		BANK UNITED	New Acct. Checks Ordered		14.80	1,607.69
10/31/2016	EOM		Balance	19,448.99	17,841.30	1,607.69
11/11/2016 1001		FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing FY 2016		100.00	1,507.69
11/11/2016 1002		Orlando Sentinel	Legal Ad		260.50	1,247.19
11/11/2016 1003		Venturesin.com, Inc.	Web Site/Domain		256.99	990.20
11/14/2016 1004		Venturesin.com, Inc.	Web Site Hosting - Nov		80.00	910.20
11/29/2016 1005		FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing Fee - FY 2017		175.00	735.20
11/30/2016	EOM		Balance	0.00	872.49	735.20
12/09/2016		Deposit	Developer funding	7,838.30		8,573.50
12/12/2016 1006		DPFG	CDD Meeting - Oct		4,000.00	4,573.50
12/12/2016 1007		Hopping Green & Sams	Legal Services - Aug/Sep		3,427.55	1,145.95
12/12/2016 1008		Orlando Sentinel	Legal Ad		235.75	910.20
12/31/2016	EOM		Balance	7,838.30	7,663.30	910.20
01/06/2017		Developer Funding	GF 2017-04	7,933.10		8,843.30
01/09/2017 1009		DPFG	CDD Meeting - November		4,000.00	4,843.30
01/09/2017 1010		Hopping Green & Sams	Legal Svcs - October		3,525.20	1,318.10
01/09/2017 1011		The Daily Commercial	Voided		0.00	1,318.10
01/09/2017 1012		Venturesin.com, Inc.	Web Site Hosting - December		80.00	1,238.10
01/19/2017		Developer Funding	GF 2017-05	7,330.55		8,568.65
01/20/2017 1013		DPFG	CDD Meeting - December		4,000.00	4,568.65
01/20/2017 1014		Hopping Green & Sams	Legal Services		3,330.55	1,238.10
01/23/2017		Developer Funding	GF 2017-06	4,380.00		5,618.10
01/23/2017 1015		Pinel & Carpenter, Inc.	Appraisal Report		4,300.00	1,318.10
01/23/2017 1016		Venturesin.com, Inc.	Web Site Hosting - January		80.00	1,238.10
1/31/2017	EOM		Balance	19,643.65	19,315.75	1,238.10
02/09/2017		Developer Funding	GF 2017-07	6,691.20		7,929.30
02/09/2017 1017		DPFG	CDD Mtg - Jan		4,000.00	3,929.30
02/09/2017 1018		Orlando Sentinel	Legal Ads		2,691.20	1,238.10
02/14/2017 1019		Heidt Design	Engineering Svcs - Dec		812.50	425.60
02/14/2017 1020		Venturesin.com, Inc.	Web Site Hosting - Feb		80.00	345.60
02/15/2017 1021		Orlando Sentinel	Legal Ad		124.31	221.29
02/17/2017		Developer Funding	GF 2017-08	5,911.00		6,132.29
02/24/2017 1022		Hopping Green & Sams	Legal Services - Dec		5,911.00	221.29
2/28/2017	EOM		Balance	12,602.20	13,619.01	221.29
03/03/2017		Developer Funding	GF 2017-10	1,000.00		1,221.29
03/07/2017 1023		Devo Seereeram, PH.D., P.E., LLC	Environmental Site Assessment		1,000.00	221.29
03/20/2017		Developer Funding	GF 2017-11	4,000.00		4,221.29
03/21/2017 1024		DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mtg - February		4,000.00	221.29
3/31/2017	EOM		Balance	5,000.00	5,000.00	221.29
04/10/2017		Developer Funding	GF 2017-12	8,306.69		8,527.98
04/12/2017 1025		Hopping Green & Sams	Legal Services		8,226.69	301.29
04/12/2017 1026		Venturesin.com, Inc.	Web Site Hosting - March		80.00	221.29
4/30/2017	EOM		Balance	8,306.69	8,306.69	221.29
05/01/2017		Developer Funding	GF 2017-14, 15	10,412.74		10,634.03
05/01/2017 1027		DPFG MANAGEMENT AND CONSULTING, LLC	CDD Meeting - March		4,000.00	6,634.03
05/01/2017 1028		Hopping Green & Sams	Legal Svcs - Land Acquisition & Escrow		5,731.50	902.53
05/01/2017 1029		Orlando Sentinel	Legal Ad		601.24	301.29
05/01/2017 1030		Venturesin.com, Inc.	Web Site Hosting - April		80.00	221.29
05/09/2017		Developer Funding	GF 2017-16	2,030.00		2,251.29
05/10/2017 1031		Heidt Design	Engineering Services		2,030.00	221.29
05/11/2017		Developer Funding	GF 2017-13, 18	9,145.74		9,367.03
05/12/2017 1032		Hopping Green & Sams	Legal Services		7,895.74	1,471.29
05/12/2017 1033		Image Master, LLC	Mailing		1,250.00	221.29
05/25/2017		Developer Funding	GF 2017-19	10,160.91		10,382.20
05/26/2017 1034		DPFG MANAGEMENT AND CONSULTING, LLC	CDD Meeting - April		4,000.00	6,382.20
05/26/2017 1035		Hopping Green & Sams	Legal Services		6,080.91	301.29
05/26/2017 1036		Venturesin.com, Inc.	Web Site Hosting - May		80.00	221.29
5/31/2017	EOM		Balance	31,749.39	31,749.39	221.29
06/07/2017 1037		LAKE COUNTY PROPERTY APPRAISER	Non Ad Valorem Collections		50.00	171.29
06/19/2017		Developer Funding	GF 2017-20	257.50		428.79
06/19/2017 1038		Heidt Design	Engineering Svcs - April		257.50	171.29
06/30/2017		BANK UNITED	Service Charge		12.00	159.29

Avalon Groves CDD
Check Register
Operating Account
FY 2017

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSMT	BALANCE
6/30/2017	EOM		Balance	257.50	319.50	159.29
07/28/2017	1039	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mgmt		8,000.00	-7,840.71
07/28/2017		Developer Funding	GF 2017-22	20,985.31		13,144.60
07/28/2017	1040	Hopping Green & Sams	Legal Svcs		12,160.09	984.51
07/28/2017	1041	Venturesin.com, Inc.	Web Site Hosting - June		80.00	904.51
07/31/2017		BANK UNITED	Service Charge		0.10	904.41
7/31/2017	EOM		Balance	20,985.31	20,240.19	904.41
08/03/2017		Developer Funding	GF 2017-23	5,641.92		6,546.33
08/08/2017	1042	Hopping Green & Sams	Legal Svcs - April - Land Acquisition		4,745.22	1,801.11
08/08/2017	1043	The Daily Commercial	Legal Ad		155.86	1,645.25
08/08/2017	1044	Venturesin.com, Inc.	Web Site Hosting - July		80.00	1,565.25
08/17/2017		Developer Funding	GF 2017-24	6,120.73		7,685.98
08/18/2017	1045	DPFG MANAGEMENT AND CONSULTING, LLC	CDD Mtg - 7/27/17		4,000.00	3,685.98
08/18/2017	1046	Greenberg Traurig	Legal Svcs		371.87	3,314.11
08/18/2017	1047	Hopping Green & Sams	Legal Fees		3,074.92	239.19
08/18/2017	1048	Venturesin.com, Inc.	Web Site Hosting - August		80.00	159.19
08/31/2017		Bank United	Interest	0.10		159.29
8/31/2017	EOM		Balance	11,762.75	12,507.87	159.29
9/15/2017	1049	Daily Commercial	Legal Ad		157.73	1.56
9/30/2017		Bank United	Bank Fee		1.56	0.00
9/30/2017	EOM		Balance	0.00	159.29	0.00

EXHIBIT 3

RESOLUTION 2017-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is an independent special district as defined in Chapter 189, Florida Statutes and subject to certain requirements therein; and

WHEREAS, Section 189.015(1), Florida Statutes requires that the Board file a schedule of its regular meeting dates, times, and location either quarterly, semi-annually, or annually with the local governing authority and the Florida Department of Economic Opportunity; and

WHEREAS, the District is required by Section 189.069(13) to post the regular meeting dates, times, and locations on its official website, and cause the same to be published in a newspaper of general circulation; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Sections 189.015 (1), and 189.069(13), Florida Statutes, the District's Secretary is hereby directed to file this resolution with Lake County, Florida, publish a notice of the regular meeting dates, times, and location in a newspaper of general circulation, and post the same on the District's official website.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2017.

**AVALON GROVES
COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2017/2018

NOTICE OF MEETINGS
FISCAL YEAR 2018
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

As required by Chapters 189 and 190 of Florida Statutes, notice is hereby given that the Fiscal Year 2018 regular meetings of the Board of Supervisors of the Avalon Groves Community Development District are scheduled to be held on the fourth Thursday of every month at 11:30 a.m. at the Cagan Crossing Community Library located at 16729 Cagan Oaks, Clermont, Florida 34714. The meeting dates are as follows (exceptions noted below):

October 26, 2017
November 23, 2017
December 28, 2017
January 25, 2018
February 22, 2018
March 22, 2018
April 26, 2018
May 24, 2018
June 28, 2018
July 26, 2018
August 23, 2018
September 27, 2018

The meetings will be open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. Any meeting may be continued with no additional notice to a date, time and place to be specified on the record at a meeting. A copy of the agenda for the meetings listed above may be obtained from Development Planning and Financing Group [DPFG], 1060 Maitland Center Commons, Suite 340 Maitland Florida 32751 at (321) 263-0132, one week prior to the meeting.

There may be occasions when one or more supervisors will participate by telephone or other remote device.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact DPFG at (813) 374-9105. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office at least forty-eight (48) hours prior to the date of the hearing and meeting.

Each person who decides to appeal any action taken at the meetings is advised that the person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

DPFG, District Management

EXHIBIT 4

Change Order No. 2

Date of Issuance: _____ Effective Date: _____

Project:	District: Avalon Groves Community Development District	District's Contract No.:
Contract: Contractor Agreement		Date of Contract: December 5, 2016 Partially Assigned to the District on April 6, 2017
Contractor: Jon M. Hall		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **This Change Order adds "Reconstruction" to the existing Agreement as further described Exhibit A.**

Attachments: (List documents supporting change): **Exhibit A**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES: N/A
Original Contract Price:	Original Contract Working days Calendar days
\$2,902,255.00	Times:
*On April 6, 2017, the Original Contract was partially assigned to the District, such assignment included all Work related to construction of the roadway and drainage improvements. (Assigned Contract Price: \$2,300,229.00).	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase from previously approved Change Orders:	Decrease from previously approved Change Orders
No 1.: \$214,786.80	No. _____ to No. _____:
	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$2,515,015.80	Substantial completion (days or date):
	Ready for final payment (days or date):
Increase of this Change Order:	Decrease of this Change Order:
\$681,773.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$3,196,788.80	Substantial completion (days or date):
	Ready for final payment (days or date):

ACCEPTED:
**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Title: _____

Date: _____

ACCEPTED:
JON M. HALL COMPANY

By: _____

Title: _____

Date: _____

EXHIBIT A



1920 Boothe Circle, Suite 230
Longwood, FL 32750
Phone: (407) 215-0410 Fax: (407) 215-0411
www.jonmhallcompany.com

To:	Kolter Land Partners LLC	Contact:	Candice Smith
Address:	8875 Hidden River Parkway, Suite 150 Tampa, FL 33637	Phone:	813-615-1244
		Fax:	(813) 615-1461
Project Name:	Sawgrass Bay Blvd. Phases 1&2, Reconstruct (Revised Final)	Bid Number:	
Project Location:		Bid Date:	8/29/2017

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 MOBILIZATION & GENERAL CONDITIONS					
10300	Jobsite Facilities	1.00	LS	\$2,103.39	\$2,103.39
10500	Supervision	1.00	LS	\$4,490.00	\$4,490.00
Total Price for above 01 MOBILIZATION & GENERAL CONDITIONS Items:					\$6,593.39
02 CLEAR, GRUB & STRIP					
23100	Demo Exist Lime Rock	1.00	LS	\$16,532.65	\$16,532.65
24030	Remove P-Inlet Throat & Top	6.00	EACH	\$595.59	\$3,573.54
24030	Remove P-Inlet Throat Only	3.00	EACH	\$595.59	\$1,786.77
25000	Remove Existing F Curb	6,400.00	LF	\$4.81	\$30,784.00
25000	Remove Existing Median Curb	2,500.00	LF	\$4.81	\$12,025.00
Total Price for above 02 CLEAR, GRUB & STRIP Items:					\$64,701.96
03 EARTHWORK					
30100	Dewatering (Onsite Pond To Be Determined)	44,018.00	CY	\$0.50	\$22,009.00
30250	Stabilized Haul Road (Stations 23-29=867 Sy, Stations 29-43 = 4,400 Sy)	5,267.00	SY	\$4.00	\$21,068.00
31000	Onsite Pond Excavate (Cut To Fill)(To Be Determined)	44,018.00	BCY	\$3.26	\$143,498.68
32532	Re-Grade Median	5,229.00	SY	\$0.65	\$3,398.85
Total Price for above 03 EARTHWORK Items:					\$189,974.53
05 PAVING ON SITE					
50160	12" Stabilized Subgrade	14,000.00	SY	\$3.88	\$54,320.00
51040	10" Limerock Base	6,800.00	SY	\$13.31	\$90,508.00
66060	2" Sleeves (Includes Stub Ups For Location Reference)	910.00	LF	\$6.20	\$5,642.00
66080	4" Sleeves (Includes Stub Ups For Location Reference)	910.00	LF	\$8.45	\$7,689.50
66090	6" Sleeves (Includes Stub Ups For Location Reference)	420.00	LF	\$9.05	\$3,801.00
Total Price for above 05 PAVING ON SITE Items:					\$161,960.50
07 SANITARY SEWER					
73520	Air Release Valve (Includes Material, Labor & Equipment)	1.00	EACH	\$7,293.00	\$7,293.00
Total Price for above 07 SANITARY SEWER Items:					\$7,293.00
08 STORM SEWER					
80050	Dewater Storm	1.00	LS	\$9,023.86	\$9,023.86
81130	24" RCP	882.00	LF	\$38.86	\$34,274.52
83520	Raise Exstng. P Inlet Throat To Grade & Pour New Top	9.00	EACH	\$5,092.84	\$45,835.56
84020	Raise / Add Riser On Exstng. Manholes	4.00	EACH	\$1,181.69	\$4,726.76
84212	Continuous 24" MES (Including FDOT Index 273 Detail)	12.00	EACH	\$2,887.05	\$34,644.60
86000	Clean And Lamp	882.00	LF	\$1.20	\$1,058.40
Total Price for above 08 STORM SEWER Items:					\$129,563.70

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
09 WATER SYSTEM					
92100	Raise Exstng. Fire Hydrant Assy	3.00	EACH	\$1,041.64	\$3,124.92
92570	Air Release Valve (Includes Material, Labor & Equipment)	1.00	EACH	\$5,505.00	\$5,505.00
Total Price for above 09 WATER SYSTEM Items:					\$8,629.92
10 RECLAIM WATER SYSTEM					
102570	Air Release Valve (Includes Material, Labor & Equipment)	1.00	EACH	\$5,505.00	\$5,505.00
Total Price for above 10 RECLAIM WATER SYSTEM Items:					\$5,505.00
11 CONCRETE WORK					
110510	F Curb	6,400.00	LF	\$12.59	\$80,576.00
110530	Median Curb	2,500.00	LF	\$10.79	\$26,975.00
Total Price for above 11 CONCRETE WORK Items:					\$107,551.00
Total Bid Price:					\$681,773.00

Notes:

• **Mobilization & General Conditions:**

1. Engineer:
2. Date of Plans:
3. Revision Date:
4. We exclude all bonds, permits and fees unless specifically included in the proposal.
5. We include engineering layout and certified as-built drawings for our scope of work.
6. We include geotechnical testing for our scope of work to municipal standards unless noted otherwise.
7. No allowance has been made for the protection or relocation of endangered plants or animals.
8. This proposal is valid for 30 days and is subject to revision for material increases and final approved plan changes.
9. This proposal is based solely on the plans noted above (typically civil plans only). We do not include any work shown on the architectural, structural, MEP, landscaping, or hardscaping plans unless specifically noted.
10. The owner is to provide all legal surveys, benchmarks, control points, coordinate geometry, property line grades, and plat.
11. We will coordinate efforts with the utility companies. Unless noted otherwise, no costs are included for utility layout or for removal, adjustment, relocation, or new construction of utilities.
12. We exclude all gazebos, playground equipment, benches, or any other park amenities.
13. No "tree save" barricading is included unless there is an item shown on the proposal sheet.
14. SWPPP, NPDES permit and reporting is by others unless noted otherwise.
15. We exclude any ADA design responsibility.
16. We offer a 1-year warranty on workmanship. Materials are per manufacturers' warranties.

• **Clear, Grub and Strip:**

1. Clearing debris, if any, has been figured to be burned on-site unless noted otherwise. Additional cost will be required for haul-off.
2. No removal or disposal of buried debris is included unless noted otherwise.
3. No well abandonment or septic tank removal is included unless noted otherwise.
4. Stripping materials, if any, are to remain on-site.
5. Disking is figured in lieu of stripping unless noted otherwise.

• **Earthwork:**

1. No special handling or removal of unsuitable or contaminated soils or materials is included. If muck is shown on the plans or in the geotechnical report, then it will be included in the proposal as a bid item.
2. Prior to commencing the earthwork operation, we will verify the existing topography and adjust appropriate quantities if necessary.
3. On projects where we are a subcontractor, our grading is figured +/- 0.1-FT one time only. All other trades are expected to restore their work area like they found it. Any clean-up or restoration by us will be billed as extra work.
4. We exclude any retaining wall excavation, wall construction, backfill or grading unless an item is specifically included in the proposal.
5. Building pads are to be graded 8" below finish floor unless noted otherwise.

• **Paving On Site:**

No notes

• **Paving Off Site:**

No notes

• **Sanitary Sewer:**

1. If applicable, transformer to be within 50 feet of the lift station control panel.

• **Storm Sewer:**

No notes

• **Water System:**

No notes

• **Reclaim Water System:**

No notes

• **Misc Concrete Work:**

No notes

EXHIBIT 5

October 6, 2017

Kolter Land Partners LLC
Attention: Candice Smith

Dear Candice:

We appreciate the opportunity to present an annual program of landscape maintenance for Sawgrass Bay Blvd.

We have evaluated and measured your property and have determined the enclosed proposal for annual maintenance will provide your property with the quality care it needs.

U.S. Lawns of SW Orlando is a professional service. We strive to give quality care to our clients by providing:

- **THOROUGH** and **METICULOUS** property maintenance
- A **TRAINED AND UNIFORMED** service staff
- **FULL INSURANCE** coverage on our employees while on your property
- **REGULAR SITE INSPECTIONS** with property representatives
- **PROMPT RESPONSE** to your needs and concerns
- An agreement **TAILORED** to your specifications, outlining our service and pricing
- Compliance with all **STATE AND FEDERAL** laws
- Compliance with all **OSHA** standards

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal please do not hesitate to call.

Sincerely,

Luis Silva
Owner

Enclosures

National Strength, Local Commitment
www.USLAWNS.com

October 6, 2017

PROPOSAL / AGREEMENT

for

LANDSCAPE MAINTENANCE

at

Sawgrass Bay Blvd

prepared by

**Luis Silva General Manager
U.S. Lawns of Orlando
4929 N Orange Blossom Trail
Orlando, FL 32810
O: (407) 412-8266
USLAWNSORLANDO@GMAIL.COM**

Proposal / Agreement for Landscape Maintenance at Sawgrass Bay Blvd

We appreciate the opportunity to present an annual program of landscape maintenance for Bristol Lakes Apartments that includes recommendations from U.S. Lawns designed to protect your landscape investment and enhance your property's curb appeal. The landscape maintenance program proposed below consists of the following services:

1. The mowing of all accessible turf areas throughout the property once every seven days during the heavy growing season of April 15th – October 15th. Mowing in the months of October 16th – April 14th will be once each fourteen days. During extended rainy or dry periods mowing will take place as conditions dictate. Grass areas inaccessible to our mowing machinery will be trimmed as needed to a height consistent with the mowed turf. All walks and paved areas littered in the maintenance process will be air blown to maintain a neat appearance. The property will be serviced on a weekly basis whether mowing occurs or not.
2. Litter removal in the turf and bed areas shall be performed during each maintenance visit. Excess litter or debris will be brought to the attention of the property manager and may result in an additional charge for removal.
3. The edging of all walk and curb areas shall be performed in concurrence with every mowing visit or as inspection requires. The edging of all plant beds shall be performed in concurrence with every other mowing visit or as inspection requires.
4. The weeding of all plant beds as often as plant health and the highest level of order requires using chemical or mechanical means.
5. The shearing of qualifying shrubs and hedges to maintain desired shape and appearance.
6. The application of pre-emergent herbicides for weed control purposes in the bed areas.
7. Leaf removal will be performed to maintain a neat appearance on the property. Fallen leaves will be removed from the maintained areas using all means possible including blowing, raking, vacuuming, and mowing or mulching. Weather conditions may shorten or lengthen the process.
8. Prune Trees – The selective pruning, one time per contract period, of all woody ornamental trees less than twelve feet in height at driveways and eight feet in height at walkways to balance infiltrating light, to remove dead wood harboring insects and disease, and to promote maximum health and growth.

- 9. Palm Tree Pruning** – The pruning of Palm trees throughout property to promote maximum health and growth.
- 10. Fertilize Trees** – The application of an appropriate fertilizer to promote the health and vigor of selected trees on the property.
- 11. Fertilize Shrubbery** – The application of an appropriate fertilizer to promote the health and vigor of selected shrubs on the property.
- 12. Fertilize Turf** – Turf areas will be fertilized with the proper blend of commercial fertilizer.
- 13. Turf Post-Emergent** – The application of post-emergent weed control products to the turf areas.
- 14. Turf & Ornamental Insect Control** - The application of insect control products to the turf areas, shrubbery and trees.
- 15. Irrigation Inspections** – Irrigation systems will be checked for proper operation. Minor adjustments will be made as necessary. Any other repairs will be made on an agreed upon basis at an additional charge.
- 16. Seasonal Color Install** – Annual color beds will be cultivated prior to the installation of selected annual plants. Beds will be fertilized and watered during the installation.
- 17. Install Mulch** – All previously mulched planting beds will be mulched to an agreed upon depth or quantity of selected materials. Care will be taken to avoid excessive mulch build up.
- 18. Cultivate Mulch Beds** – Mulched areas will be cultivated to achieve a fresh appearance.
- 19. U.S. Lawns** assumes responsibility for any and all damages, including irrigation components, which occur as a result of the maintenance process.

Pricing Summary
Core Services

	<i>Standard Package</i>
SERVICE	
1-8: Mowing, Line Trimming, Litter Removal, Edging, Weeding, Shrub Pruning, Leaf Removal, Blowing	\$23,930.00
9: Palm Tree Pruning – One Time Annually	N/A
10-14: Fertilization/Chemical Treatments of Turf, Trees & Shrubs	N/A
15: Irrigation Inspections – Monthly	N/A
16: Seasonal Color Install – 400 Flowers Installed Quarterly	N/A
Total Annual Price:	\$23,930.00
Monthly Installments:	\$1,995.00
17-18: Mulch Installation	N/A



SERVICE CALENDAR

[illegible]

Exhibit to the Landscape Maintenance Proposal / Agreement

Contract Irrigation Specifications

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed to check system efficiency, coverage, operational limitations and/or operational status.
 - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation at the contracted rate.
 - Any needed adjustments to coverage, corrections for fouled nozzles and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If we are called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to you.
 - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If we are called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of \$55.00 per hour.
 - There will be a service charge for service calls when no problem is found to exist.
 - Evening and weekend service calls are a minimum charge of \$165.00.

Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.

- Property management will be responsible for the cost of materials and labor for such modifications.

Acceptance of Exhibit

Condition of acceptance. The amount of \$ N/A has been entered as the said "Dollar Amount" not to be exceeded for monthly repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. Lawns of Orlando

Approved and accepted for:

Luis Silva, General Manager

By: _____

Date: _____

Date: _____

General Terms

U.S. Lawns shall furnish all supervision, labor, materials and equipment required to maintain the landscape throughout the contract period. The scope of our services shall be limited exclusively to those items approved on the Pricing Summary page. Additional services, terms, and conditions may be a part of this agreement if included in exhibits attached hereto, or later agreed to by both parties.

U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities.

U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage of that is not caused by the negligence of U.S. Lawns, its agents or employees.

Payment Terms

U.S. Lawns agrees to perform the Core Services pursuant to the option selected on the Pricing Summary page, in the manner prescribed, for a total annual amount of [Twenty Three Thousand Nine Hundred Ninety Three] (\$23,930.00), payable in [12] monthly installments of [One Thousand Nine Hundred Ninety Five Dollars] (\$1,995.00) due on the first day of the month following the month of service. Additional services, including Select Services, will be invoiced upon completion with payment due upon receipt. A service charge of 1.5% per month will be added to all balances not paid within thirty (30) days of the invoice.

This annual agreement shall commence on _____ and automatically renew annually on the anniversary date. The parties agree that either party may terminate this agreement with 30 days written notice to the other party. Upon termination of this contract, all monies for services that have already been rendered shall become immediately due and payable. For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through the date of the termination. Substantial portions of the work for the year may be performed in the early months of each year of the Agreement including potentially significant mobilization costs in start-up.

Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts. Client agrees that U.S. Lawns may institute any action against Client in any state or federal court of competent jurisdiction in the state where the Contract Duties are to be performed and Client irrevocably submits to the jurisdiction of such courts and waives any objection he may have to either the jurisdiction or venue of such court.

We welcome the opportunity to be of service and thank you for your consideration of our proposal.

Respectfully submitted by:
U.S. Lawns of Orlando

Approved and accepted for:
Kolter Land Partners LLC

Luis Silva, General Manager

By: _____

Date: _____

Date: _____

License and Permits

U.S. Lawns will comply with all license and permit requirements of the City, State, and Federal Governments, as well as all other requirements of law.

Taxes

U.S. Lawns agrees to pay taxes applicable to its work under this contract, including sales tax on material supplied where applicable.

Insurance

U.S. Lawns agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law.

Liability

It is understood and agreed that U.S. Lawns is not liable for any damage of any kind whatsoever that is not caused by the negligence of U.S. Lawns, its agents or employees.

Subcontractors

U.S. Lawns reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

Access to Jobsite

Client shall furnish access to all parts of jobsite where U.S. Lawns is to perform work as required by this Agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

Notice of Defect

Client shall give U.S. Lawns at least ten (10) business days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. U.S. Lawns shall not accept any deduction or offset unless such written notice is given and U.S. Lawns agrees to the offset.

Assignment

The Client and U.S. Lawns respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this agreement. Neither the Client nor U.S. Lawns shall assign or transfer any interest in this Agreement without written consent of the other party.

Termination

This Agreement may be terminated by either party, with cause, with thirty (30) days written notice to the other party.

I have read, understand, and agree to the foregoing Agreement and hereby accept it on behalf of the Client.

U.S. Lawns:

JHL Land Management LLC. d/b/a
U.S. Lawns of Orlando

Client Approval:

Kolter Land Partners LLC

4929 N Orange Blossom Trail
Address

Orlando, FL 3281
City / State / Zip

By: _____
Signature

Luis Silva
Name

General Manager
Title

Date

14025 Riveredge Drive
Address

Tampa, FL 33637
City / State / Zip:

By: _____
Signature

Name

Title

Date

Client Information Form

1. Insurance Certificate

Exact wording for named insured and additional insured on certificate:

Mail certificate to:

2. Primary Contact

Name: _____ Title: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____

3. Property Information

Complete property address: _____

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

E-mail address: _____

4. Bill to:

U.S. Lawns of SE Orlando References

1. The Townhomes of Flora Ridge HOA
Langdon Lane North
Kissimmee, FL 34741
Phone: 407-730-9872
Contact Name: Emily Isip – Property Manager

2. Plantation Park Private Residence
13000 Mulberry Park Dr.
Orlando, FL 32821
Phone: 407-938-9561
Contact Name: Chris Gullion – Property Manager

3. Reserve at Beachline Apartments
8335 Narcoossee Rd.
Orlando, FL 32827
Phone: 407-382-5220
Contact Name: Elvin Bonilla – Maintenance Supervisor

4. Semoran Square Shopping Center
1418-1706 N. Semoran Blvd.
Orlando, FL 32807
Phone: 407- 240-6399
Contact: Tony Esposito – Owner

Thank you for your consideration of our services. Please do not hesitate to call with any questions. We look forward to working with you in the future!

EXHIBIT 6



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

March 24, 2017

James Harvey
VK Avalon Groves, LLC
Ste 150
8875 Hidden River Pkwy
Tampa, FL 33637-1030

SUBJECT: 135777-5
Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on March 24, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and

GOVERNING BOARD

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select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Gary D. Miller
Heidt Design, LLC
Ste B
5806 Breckenridge Pkwy
Tampa, FL 33610-4211

Daniel Gough
Bio-Tech Consulting Inc
2002 E Robinson St
Orlando, FL 32803-6045

Beth Nevel
Heidt Design, LLC
Ste B
5806 Breckenridge Pkwy
Tampa, FL 33610-4211

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 135777-5

DATE ISSUED: March 24, 2017

PROJECT NAME: Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 141.9 - acre project known as Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A, as per plans received by the District on February 28, 2017 and amended sheets C-301, C-302, C-303, C-304, C-305, C-306, C-906 and C-907 of the plans, received by the District on March 9, 2017.

LOCATION:

Section(s): 13, 24 Township(s): 24S Range(s): 26E
Lake County

Receiving Water Body:

Name	Class
Unnamed wetlands	III Fresh

ISSUED TO:

VK Avalon Groves, LLC
Ste 150
8875 Hidden River Pkwy
Tampa, FL 33637-1030

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

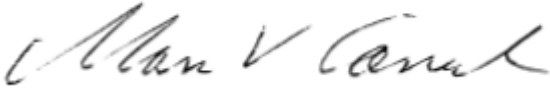
This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated March 24, 2017

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:

A handwritten signature in dark ink, appearing to read "Marc vonCanal". The signature is fluid and cursive, with a large initial 'M' and a stylized 'v'.

Marc vonCanal
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 135777-5
Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A
DATED March 24, 2017

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, an District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any

time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

23. Deed of Conservation Easement

This permit requires the recording of a conservation easement. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable). Before recording them, the permittee shall ensure that these documents are acceptable to the District as described below.

Description of Conservation Easement Area.

The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required; (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required; (3) the sale of any lot or parcel; (4) the recording of the subdivision plat; or (5) use of the infrastructure for its intended use, whichever occurs first.

If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

Recording of Conservation Easement.

Before (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement. The conservation easement shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 10.3.8, ERP Applicant's Handbook, Volume I (October 1, 2013) and Fla. Admin. Code R. 62-330.301(6).

The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not provide written comments on the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted. If the District provides written disapproval of the preliminary plat or surveyor's sketch and legal description, the permittee shall, within ten (10) days of receipt of the disapproval, correct all errors with the conservation easement, including the preliminary plat or legal description and surveyor's sketch, and record the conservation

easement. Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District.

The easement may not be amended without written District approval.

Additional Documents Required.

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located. Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area. Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

24. This permit authorizes impacts to 3.41 acres of wetlands and other surface waters as shown on construction plans received by the District on February 28, 2017 and amended sheets C-301, C-302, C-303, C-304, C-305, C-306, C-906 and C-907, received by the District on March 9, 2017. No other impacts to wetlands or other surface waters are authorized under this permit.
25. The approved mitigation plan includes the on-site preservation of 45.9 acres of wetlands. Prior to initiating any construction within the wetlands or other surface waters authorized for impacts by this permit, the applicant must place at least 45.9 acres of the on-site preservation areas under a conservation easement dedicated to the District.
26. Prior to the sale of any lot or parcel, or use of the infrastructure for its intended use, whichever comes first, the permittee must erect signs on the landward side of the areas bound by the conservation easement, as depicted on Plan Sheets C-906 and C-907, received by the District on March 9, 2017.
27. A preservation area management plan shall be implemented in accordance with Exhibit C of the Draft Deed of Conservation Easement, as received by the District on March 9, 2017. On-site preservation areas shall be actively managed and maintained to limit potential exotic and nuisance vegetative species in perpetuity.
28. The proposed surface water management system shall be constructed and operated in accordance with the plans received by the District on February 28, 2017 and amended sheets C-301, C-302, C-303, C-304, C-305, C-306, C-906 and C-907 of the plans, received by the District on March 9, 2017.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

James Harvey
VK Avalon Groves, LLC
Ste 150
8875 Hidden River Pkwy
Tampa, FL 33637-1030

This 24th day of March, 2017.

A handwritten signature in cursive script that reads "M. Daniels".

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 135777-5

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for _____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

EXHIBIT 7

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between District and Consultant (the "Agreement") is made by and between Avalon Groves Community Development District (the "District") and Bio-Tech Consulting, Inc., a Florida corporation ("Consultant.") with an Effective Date of August 25, 2017.

District: Avalon Groves Community Development District
Address: 1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

Consultant: Bio-Tech Consulting, Inc.
Address: 2002 East Robinson Street
Orlando, FL 32803

Phone: (407) 894 - 5969
Fax: (407) 894 - 5970

In consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

WITNESSETH:

WHEREAS, District desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned, as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

a. Basic Services: A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: District may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services**." District retains the right, in its sole discretion, to reduce any portion of the scope of Services. In the event District reduces the scope of Services, District shall be entitled to a proportionate reduction to the Fixed Price, as defined in Exhibit A.

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by District, and shall complete same in accordance with the schedule ("**Schedule**") set forth in **Exhibit "B"** attached hereto and

RECEIVED SEP 14 2017

incorporated herein by reference, it being understood and agreed that TIME IS OF THE ESSENCE of this Agreement.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by District in the event that District, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no cost to District. If acceleration is required as a result of delays partially caused by Consultant, then such portion of any delay partially caused by Consultant shall not be compensated by District, and any other portion of any such delay shall be compensated as an Additional Service.

2. COMPENSATION.

a. District shall pay on a time and materials basis consistent with Exhibit A for performance of the Services, as directed by the District's representative. Should the actual cost of completing the Services be greater than the Not-To-Exceed Price, unless the Consultant has received written authorization from the District, which the District may grant in its sole discretion, for an increase in the Not-To-Exceed Price, Consultant shall bear the entire responsibility for that amount in excess of the Not-To-Exceed Price that is necessary to complete the Services.

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant's sole risk and expense and shall not be compensated by District.

c. Progress payments shall be made monthly for Services accepted by District, based upon the actual cost incurred by the Consultant at the agreed rates through the end of the month for which an invoice is submitted. Consultant shall invoice District on the first day of each month and District shall pay each such approved invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) display the Fixed Price (ii) be itemized and include complete documentation and substantiation for all labor charges being invoiced, (iii) itemize each Amendment and amount being billed against such Amendments in the invoice, and (iv) itemize all amounts previously invoiced and paid. All invoices are to be addressed to contact information below and sent via email to District's representative and Bryon T. LoPreste at blopreste@kolter.com.

[[Kolter Contact]]
[[Kolter Single Purpose Entity]]
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

3. BOOKS AND RECORDS. Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services. District, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon two days prior notice to Consultant.

4. DELIVERABLES. "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to District in

accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. District's review, approval, action or inaction taken on the Deliverables is for District's convenience and/or to express District's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

5. DISTRICTSHIP OF DELIVERABLES.

a. Title to all Deliverables shall be and remain the sole and exclusive property of District when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to District all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for District as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents, trademarks, service marks, designs, and copyrights, to District and its successors and assigns. Consultant grants to District all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that District is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to District promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by District to further evidence any of the transfers, assignments and exploitation rights provided for herein.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

6. CONFIDENTIALITY OF MATERIAL. Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and other information of or with respect to the District or District's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever without first having obtained the written permission of District, which permission District may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE AND INDEMNIFICATION.

a. Consultant and any of its Subconsultants, as defined in Article 13 ("Subconsultants"), of every tier shall, throughout the performance of their respective Services hereunder, maintain:

(i) Commercial General Liability Insurance to include contractual and products/completed operations, (which must be maintained for three years following completion of Consultant's Services) and Automobile Liability coverage written on an occurrence form basis, each with minimum limits of \$2,000,000 per occurrence, protecting Consultant, District and District's Representative from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Consultant's performance of the Services, this Agreement, or from or out of any negligent act or omission of Consultant, its officers, directors, agents, subcontractors, employees, or Subconsultants;

(ii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence; and

(iii) Professional Liability Insurance to include contractual coverage and an endorsement allowing cross liability, with a minimum limit of \$1,000,000 per claim, protecting Consultant, District and District's Representative from errors and omissions of Consultant in connection with Consultant's performance of the Services during and for a period of at least three years after the completion of Consultant's Services.

b. All such insurance required by this Article shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to District. All insurance shall be primary and non-contributory with regard to any other insurance available to District and District's Representative. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by District) shall be furnished to District and shall include District, its supervisors, officers and employees agents and assigns and District's Representative and its parent, affiliated and related companies, officers, directors, employees, agents and assigns of each as additional insureds and shall contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability. The waiver of subrogation requirement applies to all coverages).

c. Consultant shall indemnify, defend and hold harmless District and its supervisors, officers and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

d. Consultant shall indemnify, defend and hold harmless District's Representative and its parent, subsidiary, related and affiliated companies and the officers, directors, agents, employees and assigns of each from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

e. Consultant shall provide to District proof of the above prior to, or concurrent with the execution of this Agreement by Consultant. A sample certificate of liability insurance is attached as **Exhibit "D"** attached hereto.

8. PROFESSIONAL STANDARDS.

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written consent from the District; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that District may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, employees, or Subconsultants, as defined in Article 14 (Subconsultant), has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to District, then Consultant shall, at District's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of District's other rights under this Agreement or at law.

9. DETERMINATION OF DISPUTES/CHOICE OF LAW. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement or the Services to be performed hereunder (a "**Proceeding**"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Hillsborough County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

10. SUSPENSION/TERMINATION FOR CONVENIENCE.

a. Anything herein to the contrary notwithstanding, District may, for convenience, terminate this Agreement upon seven (7) days prior written notice to Consultant. In the event of such termination, District's sole obligation and liability to Consultant, if any, shall be to pay Consultant that portion of the Fixed Price earned by Consultant for the performance of the Services incurred through the date of termination only. Under no circumstances shall District be liable for any lost profits, lost revenue, unabsorbed overhead or any other losses of

any kind whatsoever associated with any Services not performed. Upon the effective date of the termination, Consultant shall forward to District any and all materials, in any form, to the District's address shown herein.

b. Upon delivery to Consultant of a written notice to suspend services ("**Notice to Suspend Services**"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by District in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

11. **ASSIGNMENT.** This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of District, which consent District may withhold in its sole discretion. District reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

12. **KEY EMPLOYEES.** In the event that any employees of Consultant are listed as Key Employees in **Exhibit "C"**, Consultant acknowledges that District has relied upon and hired Consultant because of the involvement of such individuals. Consultant agrees that such Key Employees shall be assigned to perform the Services. Consultant shall not remove any Key Employees from the performance of the Services without the prior written consent of District.

13. **SUBCONSULTANT.** If Consultant, as part of the performance of its Services hereunder, is required to commission other consultants ("**Subconsultant**"), then the following provisions shall apply:

a. Consultant shall obtain District's written consent prior to engaging the services of any Subconsultant and shall not engage any Subconsultant to which District objects;

b. Consultant shall direct and coordinate the services of any Subconsultant commissioned by Consultant;

c. Consultant shall bear full responsibility under this Agreement for all services of its Subconsultant(s), including, without limitation, each Subconsultant's negligent errors and omissions;

d. The costs of all Subconsultants' services shall be billed to Consultant without markup and such costs of all Subconsultants' shall be included in the Scope of Services herein;

e. District shall have no obligation to pay, or be responsible in any way, for the payment of any monies to any Subconsultant, except as may otherwise be required by law;

f. All agreements between Consultant and any Subconsultants shall reflect the terms of this Agreement and require the Subconsultant, to the extent of the Services to be performed by the Subconsultant, to assume toward the Consultant all the obligations which Consultant by this Agreement assumes towards the District, it being understood that nothing herein shall in any way relieve Consultant from any of its duties under this Agreement.

g. District shall be a third party beneficiary of all obligations under all agreements between Consultant and any Subconsultants; provided, however, that nothing

contained herein or therein shall create any contractual relationship between District and any Subconsultant or an obligation of District to any Subconsultant.

14. NOTICE.

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, email, evidenced by a read receipt from the Noticed party, or messenger services which provide a receipt for delivery such as Federal Express, UPS, etc. and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to District: Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Attn: Patricia Comings-Thibault

If to Consultant: Bio-Tech Consulting, Inc.
2002 East Robinson Street
Orlando, FL 32803

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. PROMOTION. Consultant shall acquire no right under this Agreement to use, and shall not use, the name of District or its parent, related, affiliated or subsidiary companies or any of their marks or logos:

a. in any of Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet; nor

b. in any of Consultant's in-house publications; nor

c. to express or imply any endorsement by District of Consultant's Services or in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

16. CODES. Consultant's Services shall conform to all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

17. NO AGENCY.

a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to District a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and District shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure. The provisions of this Article 18(c) shall not apply if Consultant has, prior to execution hereof, submitted to District a Request For Taxpayer Identification and Certification Form (W-9), provided that said Form is current at the time of execution hereof and remains current during the performance of Services hereunder.

18. GOVERNING LAW. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

19. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by District to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and District may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

20. PARTIAL INVALIDITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

21. CAPTIONS. The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

22. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement.

23. **THE DISTRICT'S REPRESENTATIVE.**

a. Candice Smith, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, FL 33637, shall act as the District's authorized representative (herein referred to as the "District's Representative"); provided, however, that the District may, without liability to the Consultant, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Consultant in writing, at which time the person or organization so designated shall be the District's Representative for purposes of this Agreement. Except as otherwise provided in this Agreement, and until the Consultant is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given and made by, or delivered or given to, the District's Representative in the name of and on behalf of the District; provided, however, that the District (and not the District's Representative) shall be solely obligated to the Consultant for all sums required to be paid by the District to the Consultant hereunder.

b. Nothing contained in this Agreement shall create any contractual relationship between the Consultant and the District's Representative; provided, however, that the District's Representative shall be deemed to be a third party beneficiary of those obligations of the Consultant to the District as imposed by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

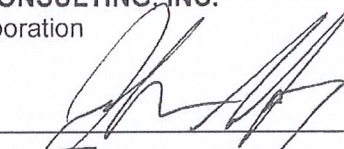
CONSULTANT

BIO-TECH CONSULTING, INC.

a Florida corporation

Authorized
Signature

Print Name/Title


John Miklos

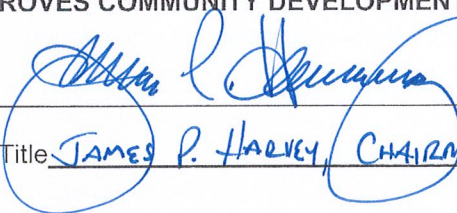
Date: 9-14-17

DISTRICT

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Authorized
Signature

Print Name/Title


JAMES P. HARVEY, CHAIRMAN

Date: 10-5-17

EXHIBIT "A"
SCOPE OF SERVICES

4243-H,LD,VKAGP,1B,00404,00



info@bio-techconsulting.com
www.bio-techconsulting.com

Amount \$12,100.00
4243, H, LD, VKAGP, 1B, 00404, 0, 0
2017A-1 Series Bonds

August 24, 2017

Candace Smith

Avalon Groves CDD
1060 Maitland Center Commons
Suite 340
Maitland, FL 32751

Proj: Serenoa Phase 1B – Lake County, Florida
Re: Proposal for Environmental Services – Permitting
(BTC Proposal No. 17-875)

Dear Ms. Smith:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Serenoa Phase 1B. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,

Daniel Gough
Project Manager

attachments

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Aquatic & Land
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

Orlando Vero Beach Jacksonville Tampa Key West

**PROPOSAL FOR ENVIRONMENTAL SERVICES
SERENOA PHASE 1B – PERMITTING
BTC Proposal No. 17-875**

1. **PRE-APP MEETINGS (40-02)**
Attend any pre-app meetings with Client, Lake County, SJRWMD, USACOE, etc... to discuss the project, the wetland impacts & mitigation requirements.
TASK COST: \$500.00/meeting

2. **SJRWMD – ERP APPLICATION (20-08)**
Prepare and coordinate the environmental section of the Environmental Resource Permit Application for the SJRWMD. This would include wetland impacts, mitigation, site descriptions, UMAM evaluation, etc... *Please note this task does not include the application fee.*
TASK COST: \$3,600.00

3. **SJRWMD – SITE LINE REVIEW (20-06)**
Meet on-site with the SJRWMD in order to review the wetland function within the project site for impact and mitigation UMAM scoring.
TASK COST: \$800.00/meeting

4. **SJRWMD – ERP RAI RESPONSE (20-09)**
Respond to any requests for additional information sent out by the SJRWMD regarding the ERP.
**TASK COST: Hourly per Schedule
Not to Exceed \$3,600.00**

5. **GENERAL PROJECT COORDINATION (45-00)**
This task will include numerous phone calls, correspondence, meetings, Public Hearings, Public Meetings, etc...
**TASK COST: Hourly per Schedule
Not to Exceed \$3,600.00**

INITIAL: _____ (BTC) _____ (Client)



Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	\$250.00/Hour
President, John Miklos	\$185.00/Hour
Vice President/Directors	\$120.00/Hour
Project Manager	\$110.00/Hour
Wildlife Specialist	\$100.00/Hour
Field Biologist	\$95.00/Hour
Field Technician	\$85.00/Hour
GIS	\$85.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:

John Miklos, President
Bio-Tech Consulting, Inc.

8-24-17
Date

Candace Smith
Kolter Land Partners, LLC
Avalon Groves CDD

Date

INITIAL: _____ (BTC) _____ (Client)

 **Bio-Tech Consulting Inc.**
Environmental and Permitting Services

Billing Information: Name: _____
Title: _____
Company: _____
Address: _____

Phone: _____
Cell: _____
Fax: _____
E-mail: _____

☐

Please check here if you prefer to receive a paper invoice

INITIAL: _____ (BTC) _____ (Client)

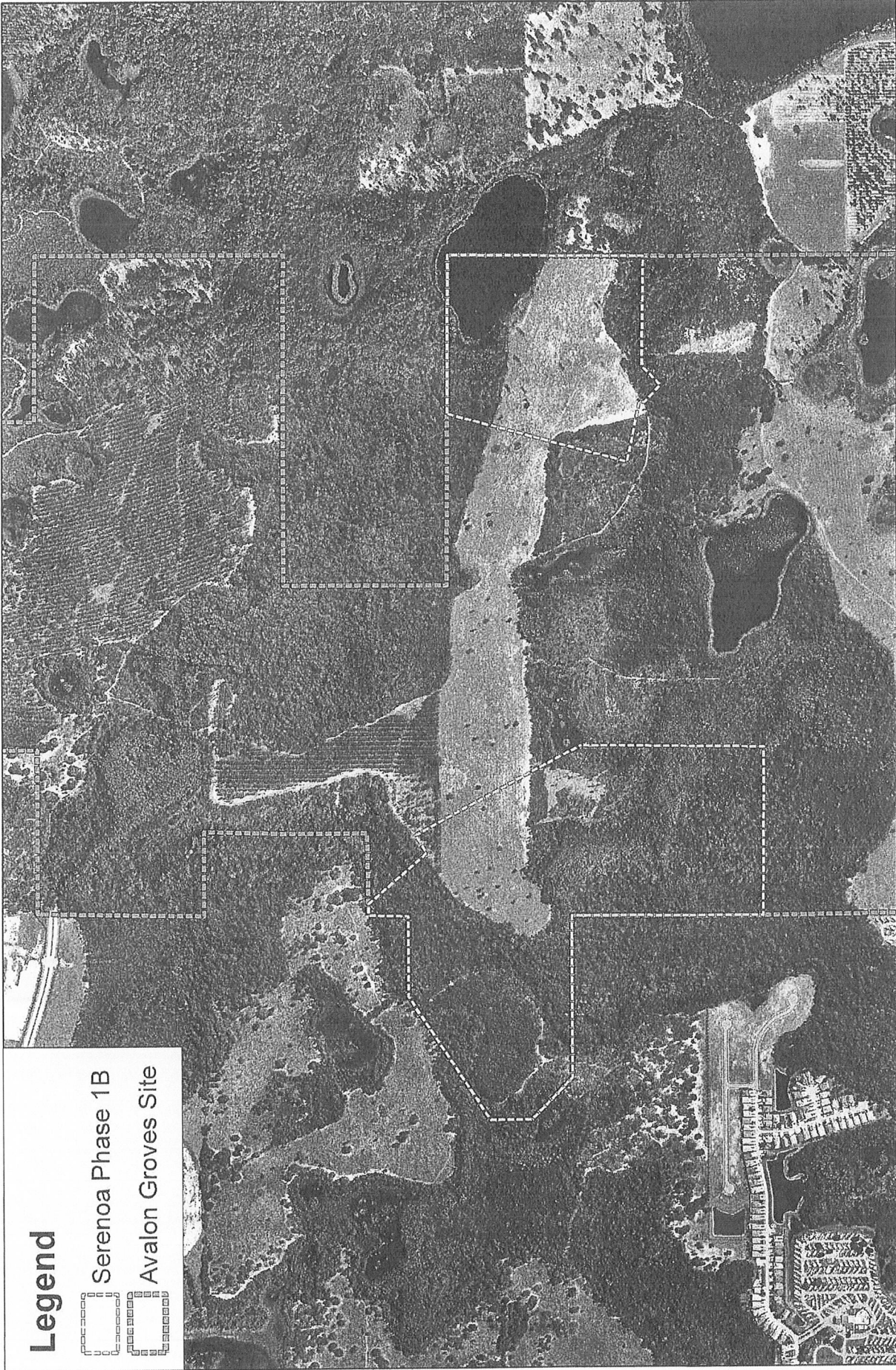
Legend



Serenoa Phase 1B

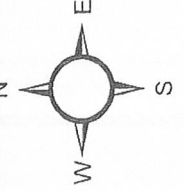


Avalon Groves Site



1,400

Feet



Serenoa Phase 1B
Lake County, Florida
Project Limits

Project #: 17-875
Produced By: DBG
Date: 8/24/2017

Bio-Tech Consulting Inc.
Environmental and Permitting Services
2002 E. Robinson St. Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Bio-Tech Consulting, Inc.
General Contract Conditions

SECTION 1: RESPONSIBILITIES

- 1.1 Bio-Tech Consulting, Inc. heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.
- 1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

SECTION 5: BILLING AND PAYMENT

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

- 6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

- 9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.
- 10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.
- 11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

EXHIBIT "B" SCHEDULE

Consultant shall commence the Services upon execution of the Agreement or as otherwise directed by District, it being understood and agreed that TIME IS OF THE ESSENCE.

Completion Date is scheduled for June 1, 2018

EXHIBIT "C"
KEY EMPLOYEES

EXHIBIT "D"
SAMPLE CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT 8



Aquatic
Systems



Vertex
Water Features

October 19, 2017

Ms. Patricia Comings-Thibault
Avalon Grove CDD
c/o DPGF
1060 Maitland Center Commons, Suite #340
Maitland, Florida 32751

VIA EMAIL: patricia.comings-thibault@dpfg.com

Dear Ms. Comings-Thibault:

As requested, please find enclosed a *revised Aquatic Services Agreement* for **Avalon Grove CDD**.

If you have any further questions, concerns, or if there is any way I can be of assistance, do not hesitate to call.

We look forward to serving **Avalon Grove CDD**!

Sincerely,

Oliver C. Bond
Sales Manager/Biologist
OCB/lms

Enclosures

Aquatic Systems, Inc.
Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Patricia Comings-Thibault
Avalon Grove CDD
c/o DPFG
1060 Maitland Center Commons, Suite #340
Maitland, Florida 32751
(321) 263-0132, Ext. 4205
patricia.comings-thibault@dpfg.com

Aquatic Services Agreement

One-Year Agreement - Automatic Renewal

Month Service is to Commence: _____

Date of Proposal: April 21, 2017 OCB-C-42
Date of Revision: April 27, 2017 Add sites and price change
Date of Revision: October 19, 2017 Change price and remove verbaige

hereinafter called "Customer". The parties hereto agree as follows:

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Nineteen waterways (24,340 total linear foot perimeter) located at **Avalon Grove CDD** in Clermont, Florida.

2. Minimum of **TWENTY-FOUR (24)** inspections with treatment as required (twice monthly).
3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Management	Included
Shoreline Grass Management to the Water's Edge	Included
Lake Dye	As Required by ASI*
Triploid Grass Carp Stocking & Permitting	As Required by ASI*
Sites #1 through #19	
Management Reporting	Included
Monthly Special Customer Site Inspection Report	Included

Total Program Investment	\$ 1,482.00	Monthly
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Additional Services:

Carp Barrier(s) Installation/Fabrication	\$ 200.00	Per Barrier(s)
Sites to be determined		

**Services performed at ASI's sole discretion for the success of the Waterway Management Program*

Terms & Conditions of Aquatic Services Agreement

The above price is effective for 30 days from the date of this proposal.

1. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.
2. If CUSTOMER requires ASI to enroll in any special third-party compliance programs invoicing or payment plans that charge ASI, those charges will be invoiced back to CUSTOMER.
3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER. The contract price has been equally spread over a 12-month payment period and does not reflect the actual fluctuating seasonal costs of services.

4. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to defend, indemnify and hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should Aquatic System's, Inc. be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, Aquatic Systems, Inc. shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying Aquatic Systems, Inc. in writing.
6. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
7. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating with particularity, the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by ASI.
8. ASI, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, ASI, shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
9. Collection terms are net 30 days from invoice date. In consideration of ASI'S providing services and/or products, the CUSTOMER agrees to pay its invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*
10. If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract can not be agreed upon ASI reserves the right to cancel this Agreement.
11. **Automatic Extension.** Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by ASI, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but thereafter, ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. ASI shall then have the option of terminating this Agreement without penalty to you.
12. It is the CUSTOMER'S responsibility to inform ASI of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide ASI with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. ASI assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.
13. Under "shoreline grass management program," ASI will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired.
14. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of

cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.

15. Water use restrictions after treatment are not often required. When restrictions are required, ASI will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. ASI does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
16. *Carp Containment Barrier(s)*: ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
17. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
18. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.
19. In the event legal action is instituted to enforce this Agreement or any portion hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, but without limitation, fees and costs in conjunction with any proceeding before any appellate tribunal.
20. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

Avalon Grove CDD



PROPOSED PRIMARY LOT VILLAGES

825 LOTS

93 - 40' LOTS

651 - 50' LOTS

81 - 60' LOTS



Aquatic Systems
LAKE & WETLAND SERVICES