2424
DPFG Management & Consulting, LLC

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Agenda Package

Board of Supervisors Meeting

Date & Time:
Monday
December 18, 2017
1:00 p.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

December 11, 2017

Board of Supervisors
Avalon Groves Community
Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for Thursday December 18, 2017 at 1:00 p.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: **Monday, December 18, 2017**
Time: 1:00 p.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 October 26, 2017 Meeting — Exhibit 1

B. Acceptance of the Unaudited October, 2017 Financials — Exhibit 2

IV. Business Items

A. Consideration & Approval of Resolution 2018-02 — Exhibit 3
A Designation of the Primary Administrative Office & Principal Headquarters of the District

B. Approval/Acquisition/Assignment of Certain Work Product (to be distributed) — Exhibit 4

C. Consideration of Conservation Easement – Active Adult Assessment Area 1 — Exhibit 5

D. Consideration of Conservation Easement - Amenity — Exhibit 6

E. Consideration of Lake County Landscape Maintenance Agreement — Exhibit 7

F. Consideration of Jon Hall Change Orders — Exhibit 8
- Serenoa Villages – Phase 1A – Speed Bumps - $18,700
- Sawgrass Bay Phase – 1&2 – Deduct Order – ($5,469)

G. Discussion Regarding Sawgrass Bay Boulevard project/Claim Against Design Engineer
- Conflict Waiver
- Approval to File Litigation

H. Presentation of Final Contract with U.S. Lawns - $23,930 — Exhibit 9

I. Ratification of Jon Hall Contract – Offsite Grading & Sod – $30,420 — Exhibit 10

J. Consideration of Streetlight Proposal - $89,652.50 — Exhibit 11

IV. Business Items (continued)

K. Ratification of Faulkner Engineering - $6,200 Exhibit 12

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, October 26, 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:

Greg Meath	Board Supervisor, Vice Chairman
David Langhout	Board Supervisor, Assistant Secretary
Candice Smith	Board Supervisor, Assistant Secretary

Also present were:

Patricia Comings-Thibault	District Manager
Jere Earlywine	District Counsel

SECOND ORDER OF BUSINESS – Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS – Administrative Matters

A. Approval of Minutes of August 24, 2017 Meeting

Ms. Comings-Thibault presented the Minutes of August 24, 2017 Meeting and asked for comments, questions or corrections.

On a MOTION by Mr. Langhout, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the Minutes of August 24, 2017 Meeting for the Avalon Groves Community Development District.

B. Acceptance of the Unaudited September, 2017 Financials

Ms. Comings-Thibault presented the Unaudited September, 2017 Financials and asked for comments or questions.

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

FOURTH ORDER OF BUSINESS – Business Items

A. Consideration & Approval of Resolution 2018-01 Adopting Fiscal Year 2017/2018 Meeting Schedule

Ms. Comings- Thibault presented Resolution 2018-01 - Adopting the Fiscal Year 2017/2018 Meeting Schedule.

The Board agreed to cancel the November and December meetings.

On a MOTION by Mr. Langhout, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved **Resolution 2018-01** Adopting Fiscal Year 2017-2018 Meeting Schedule, cancelling the November and December meetings, for the Avalon Groves Community Development District.

B. Consideration and Approval of Jon M Hall Change Order

1. Change Order 2 Increase - $681,773.00

2. Revised Contract Price - $3,196,788.80

Ms. Comings-Thibault presented the Consideration and Approval of Jon M Change Order and asked for any comments or questions.

On a MOTION by Mr. Meath, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board approved the Jon M Hall Change Order with the Change Order 2 Increasing being **$681,773.00** and the Revised Contract Price being **$3,196,788.80**, for the Avalon Groves Community Development District.

C. Consideration of U.S. Lawns Proposal

1. Proposal Fee - $23,930.00

Ms. Comings-Thibault introduced Consideration of U.S Lawns Proposal and asked Ms. Smith to present the Proposal**.**

Ms. Smith presented the Consideration of U.S Lawns Proposal.

On a MOTION by Mr. Langhout, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the U.S Lawns Proposal for **$23,930.00**, subject to contract name change and a final review by District Counsel, for the Avalon Groves Community Development District.

D. Consideration of Transfer of Water Management District Permits

Ms. Comings-Thibault introduced Consideration of Transfer of Water Management District Permits.

Mr. Earlywine gave an update and asked for any comments or questions.

On a MOTION by Ms. Smith, SECONDED by Mr. Langhout, WITH ALL IN FAVOR, the Board authorized Permit Transfers to the CDD and authorized staff to work with chairperson to affect those, for the Avalon Groves Community Development District.

E. Ratification of Biotech Contract for Environmental Services

Ms. Comings-Thibault presented Ratification of Biotech Contract for Environmental Services for $12,800.00

On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board ratified the Biotech Contract for Environment Services for **$12,800.00**, for the Avalon Groves Community Development District.

F. Consideration of Proposal for Lake & Wetland Maintenance and Aquatic Systems

Ms. Comings-Thibault presented Consideration of Proposal for Lake & Wetland Maintenance and asked for any comments or questions.

On a MOTION by Mr. Langhout, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the Lake and Wetland Proposal for **$6,420.00** for the Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS – Staff Reports

A. Manager

There being none, next item followed.

B. Attorney

There being none, next item followed.

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. Langhout, 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	**Printed Name**
Title: □ Secretary □ Assistant Secretary	**Title: □ Chairman □Vice Chairman**

EXHIBIT 2

Avalon Groves
Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
October 31, 2017

Avalon Groves Community Development District
Balance Sheet
Unaudited
October 31, 2017

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	TOTAL
ASSETS:								
CASH	$ 132	$ -	$ -	$ -	$ -	$ -	$ -	$ 132
INVESTMENTS:								
CAP INTEREST	-	145,799	456,982	283,620	-	-	-	886,401
DS RESERVE	-	171,114	520,176	264,997	-	-	-	956,287
COST OF ISSUANCE	-	4,950	11,607	2,088	-	-	-	18,645
PREPAYMENT ACCOUNT	-	-	-	129,658	-	-	-	129,658
ACQ. & CONST. 2017 (AA1)	-	-	-	-	1,242,386	-	-	1,242,386
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	1,222,670	-	1,222,670
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	1,464,436	1,464,436
ACCOUNTS RECEIVABLE	20,937	-	-	-	-	-	-	20,937
TOTAL ASSETS	**$ 21,069**	**$ 321,863**	**$ 988,765**	**$ 680,363**	**$ 1,242,386**	**$ 1,222,670**	**$ 1,464,436**	**$ 5,941,552**
LIABILITIES:								
ACCOUNTS PAYABLE	$ 17,110	$ -	$ -	$ -	$ 444,183	$ 2,194,722	$ 30,240	$ 2,686,255
FUND BALANCE:								
NONSPENDABLE:								
PREPAID AND DEPOSITS	-	-	-	-	-	-	-	-
ASSIGNED:								
OPERATING RESERVES	-	-	-	-	-	-	-	-
RESERVES - ROADWAYS	-	-	-	-	-	-	-	-
UNASSIGNED:	3,959	321,863	988,765	680,363	798,203	(972,052)	1,434,196	3,255,297
TOTAL LIABILITIES & FUND BALANCE	**$ 21,069**	**$ 321,863**	**$ 988,765**	**$ 680,363**	**$ 1,242,386**	**$ 1,222,670**	**$ 1,464,436**	**$ 5,941,552**

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending October 31, 2017

	FY2017 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUES				
SPECIAL ASSESSMENTS (LANDOWNER OFF-ROLL)	$ 300,474	$ -	$ 20,732	$ 20,732
TOTAL REVENUES	**300,474**	**-**	**20,732**	**20,732**
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	8,000	667	-	667
DISTRICT ACCOUNTING SERVICES	24,000	2,000	2,000	-
BANK FEES	150	13	-	13
AUDITING	3,500	292	-	292
REGULATORY & PERMIT FEES	175	175	175	-
LEGAL ADVERTISEMENTS	750	63	309	(247)
ENGINEERING SERVICES	10,000	833	969	(136)
LEGAL SERVICES	16,000	1,333	924	409
TECHNOLOGY & WEBSITE ADMIN.	960	80	100	(20)
MISCELLANEOUS (appraisal, etc.)	500	42	-	42
TOTAL GENERAL ADMINISTRATIVE	**64,035**	**5,497**	**4,477**	**1,020**
INSURANCE				
INSURANCE	5,851	5,851	5,300	551
TOTAL INSURANCE	**5,851**	**5,851**	**5,300**	**551**
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,000	5,000	5,000	-
ARBITRAGE REBATE	700	-	-	-
TRUSTEE FEES	3,800	-	-	-
TOTAL DEBT ADMINISTRATION	**9,500**	**5,000**	**5,000**	**-**
UTILITIES				
UTILITIES-ELECTRICITY	2,500	208	-	208
STREETLIGHTS	62,454	5,205	-	5,205
UTILITY CONTINGENCY	5,000	417	-	417
TOTAL UTILITIES	**69,954**	**5,830**	**-**	**5,830**
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	20,400	1,700	-	1,700
LANDSCAPE MAINTENANCE	95,734	7,978	-	7,978
LANDSCAPE - MISC.	5,000	417	-	417
WETLAND MITIGATION & MAINTENANCE	14,000	1,167	-	1,167
FIELD MANAGEMENT	6,000	500	-	500
FIELD CONTINGENCY	5,000	417	-	417
HARDSCAPE REPAIRS & MAINT.	5,000	417	-	417
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	**151,134**	**12,595**	**-**	**12,595**
TOTAL EXPENDITURES	**300,474**	**34,772**	**14,777**	**19,995**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**-**	**(34,772)**	**5,955**	**40,727**
FUND BALANCE - BEGINNING	-	-	(1,997)	-
FUND BALANCE - ENDING	**$ -**	**$ (34,772)**	**$ 3,958**	**$ 40,727**

Avalon Groves Community Development District
SERIES 2017A-1 (AA1)
For The Period Starting October 1, 2017 Ending October 31, 2017

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 185,153	-	$ -	$ -
INTEREST	-	-	251	251
LESS: DISCOUNT ASSESSMENTS (4%)	(7,715)	-	-	-
TOTAL REVENUE	**177,438**	**-**	**251**	**251**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	7,715	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	67,856	-	-	-
NOVEMBER 1, 2018	67,856	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**143,427**	**-**	**-**	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	34,011	-	251	251
FUND BALANCE - BEGINNING		-	321,612	321,612
FUND BALANCE - ENDING	**$ 34,011.00**	**$ -**	**$ 321,863**	**$ 321,863**

Avalon Groves Community Development District
SERIES 2017A-1 (AA2)
For The Period Starting October 1, 2017 Ending October 31, 2017

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 562,845	-	$ -	$ -
INTEREST	-	-	771	771
LESS: DISCOUNT ASSESSMENTS (4%)	(23,452)	-	-	-
TOTAL REVENUE	**539,393**	**-**	**771**	**771**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	23,452	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	212,684	-	-	-
NOVEMBER 1, 2018	212,684	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**448,820**	**-**	**-**	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	90,573	-	771	771
FUND BALANCE - BEGINNING		-	987,994	987,994
FUND BALANCE - ENDING	**$ 90,573.00**	**$ -**	**$ 988,765**	**$ 988,765**

Avalon Groves Community Development District
SERIES 2017A-2 (AA2)
For The Period Starting October 1, 2017 Ending October 31, 2017

	FY2018 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
REVENUE				
SPECIAL ASSESSMENTS - ON/OFF ROLL	$ 286,957	-	$ 129,658	$ 129,658
INTEREST	-	-	223	223
LESS: DISCOUNT ASSESSMENTS (4%)	(11,957)	-	-	-
TOTAL REVENUE	**275,000**	**-**	**129,881**	**129,881**
EXPENDITURES				
COUNTY - ASSESSMENT COLLECTION FEES	11,957	-	-	-
INTEREST EXPENSE			-	
MAY 1, 2018	132,000	-	-	-
NOVEMBER 1, 2018	132,000	-	-	-
PRINCIPAL RETIREMENT				
MAY 1, 2018	-	-	-	-
TOTAL EXPENDITURES	**275,957**	**-**	**-**	**-**
EXCESS REVENUE OVER (UNDER) EXPEND.	(957)	-	129,881	129,881
FUND BALANCE - BEGINNING		-	550,483	550,483
FUND BALANCE - ENDING	**$ (957.00)**	**$ -**	**$ 680,364**	**$ 680,364**

Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending October 31, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	969
TOTAL REVENUES	**969**
EXPENDITURES	
CONSTRUCTION IN PRGRESS	-
TRUSTEE FEES	-
TOTAL EXPENSE	**-**
TOTAL EXPENDITURES	**-**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**969**
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	797,234
FUND BALANCE - ENDING	**$ 798,203**

Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending October 31, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	953
TOTAL REVENUES	**953**
EXPENDITURES	
CONSTRUCTION IN PRGRESS	60,469
TRUSTEE FEES	-
TOTAL EXPENSE	**60,469**
TOTAL EXPENDITURES	**60,469**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(59,516)**
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	(912,537)
FUND BALANCE - ENDING	**$ (972,053)**

Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Ending October 31, 2017

	ACTUAL YEAR-TO-DATE
REVENUES	
BOND PROCEEDS	$ -
INTEREST	1,571
TOTAL REVENUES	**1,571**
EXPENDITURES	
CONSTRUCTION IN PRGRESS	617,953
TRUSTEE FEES	-
TOTAL EXPENSE	**617,953**
TOTAL EXPENDITURES	**617,953**
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	**(616,382)**
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	2,050,579
FUND BALANCE - ENDING	**$ 1,434,197**

Avalon Groves Community Development District
General Fund - Bank Reconciliation
Operating Accounts
October 31, 2017

		BU
Balance Per Bank Statement	$	131.55
Less: Outstanding AP Checks		-
Adjusted Bank Balance	**$**	**131.55**
Beginning Bank Balance Per Books	$	-
Deposits & Interest		30,908.43
Cash Disbursements		(30,776.88)
Balance Per Books	**$**	**131.55**

Avalon Groves CDD
Check Register
Operating Account
FY 2018

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
9/30/2017		**EOY**	**Balance**	**0.00**	**159.29**	**0.00**
10/06/2017		Developer Funding	GF 2017-26	7,919.77		7,919.77
10/06/2017	1050	Egis Insurance Risk Advisors	Ins. FY 2018		5,300.00	2,619.77
10/06/2017	1051	Heidt Design	Engineering Svcs		205.00	2,414.77
10/06/2017	1052	Orlando Sentinel	Legal Ads		2,177.04	237.73
10/06/2017	1053	Venturesin.com, Inc.	Web Site Hosting - September		80.00	157.73
10/13/2017		Developer Funding	GF 2017-25	22,988.66		23,146.39
10/13/2017	1054	Daily Commercial	Legal Ad		129.68	23,016.71
10/13/2017	1055	DPFG MANAGEMENT AND CONSULTING, LLC	BOS Mtg - 8/24/17		4,000.00	19,016.71
10/13/2017	1056	Heidt Design	Design Svcs - July		670.00	18,346.71
10/13/2017	1057	Hopping Green & Sams	Legal Services		13,188.98	5,157.73
10/13/2017	1058	Regions Bank.	Fees - Series 2017		5,000.00	157.73
10/18/2017	1059	Daily Commercial	VOID		0.00	157.73
10/18/2017	1060	Daily Commercial	Legal Ad		26.18	131.55
10/31/2017		**EOM**	**Balance**	**30,908.43**	**30,776.88**	**131.55**

EXHIBIT 3

RESOLUTION 2017-02

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at c/o DPFG Management & Consulting, LLC, 1060 Maitland Center Commons, Suite 340, Maitland, Florida 32751.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at _____ within Lake County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ___ day of _____, 2017.

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

EXHIBIT 4

QUIT CLAIM BILL OF SALE AND LIMITED ASSIGNMENT
(SAWGRASS BAY BOULEVARD WORK PRODUCT)

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ___ day of _____, 2017, by **VK Avalon Groves, LLC,** a Delaware limited liability company, whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantor**"), and for valuable consideration, to it paid by the **Avalon Groves Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is 1060 Maitland Center Commons, Suite 340, Tampa, Florida 33637.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and their respective successors and assigns.)

BACKGROUND STATEMENT

Consistent with that certain Acquisition Agreement (2017 Bonds) between Grantor and Grantee, this instrument is intended to convey and/or memorialize the prior conveyance of work product (described herein) relating to and necessary for the construction of Sawgrass Bay Boulevard and located at the Avalon Groves project.

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following work product as described below (hereinafter collectively the "**Work Product**") to have and to hold for Grantee's own use and benefit forever:

   All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, permits, designs, plans, testing, reports, drawings, specifications and other work product – as well as all guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification – given heretofore and with respect to the construction, installation, or composition of the Sawgrass Bay Boulevard.

2. This conveyance of Work Product is made on an "as is" basis. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Work Product, including, but not limited to, any and all warranties and other forms of indemnification.

3. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, Florida Statutes, and other statutes and law.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal to this Bill of Sale this _____ day of _____, 2017.

Signed, sealed and delivered by:

VK AVALON GROVES, LLC

_____
Name:_____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, _____ of the Avalon Groves Community Development District, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida

Print Name:_____
Commission No.:_____
My Commission Expires: _____

EXHIBIT 5

DEED OF CONSERVATION EASEMENT
STANDARD

Prepared by:
VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

Return original or certified recorded document to:
VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

THIS DEED OF CONSERVATION EASEMENT is given this_____day of _____, 2017, by Avalon Groves Community Development District, a local unit of special-purpose government and VK Avalon Groves LLC, a Delaware limited liability company ("Grantors") whose mailing addresses are 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 to St. John's River Water Management District ("Grantee"). As used herein, the term "Grantors" shall include any and all heirs, successors or assigns of the Grantors, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantors are the fee simple owner of certain lands situated in Lake County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 135777-7 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantors, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantors, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantors grant this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantors desire to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantors, the adequacy and receipt of which are hereby acknowledged, Grantors hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantors, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantors at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantors shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantors' Reserved Rights. Grantors reserve all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantors shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantors shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantors divest itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lake County, Florida.

14. Recordation. Grantors shall record this Conservation Easement in timely fashion in the Official Records of Lake County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantors shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantors will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantors, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantors hereby covenants with Grantee that Grantors is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantors have good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, VK Avalon Groves LLC and Avalon Groves Community Development District ("Grantors") has hereunto set its authorized hand this _____ day of _____, 2017.

GRANTORS:

Signed, sealed and delivered in our
our presence as witnesses:

By: _____

Name: _____

By: _____

Name: _____

VK AVALON GROVES LLC,
a Delaware limited liability company

By: VK JV1 LLC
Its: Manager

By: VK JV1 Funding LLC
Its: Manager

By: The Kolter Group LLC
Its: Manager

By: _____
Name: James Harvey
Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this ____ day of _____, 2017, before me, the undersigned notary public, personally appeared James Harvey, the person who subscribed to the foregoing instrument, as the Authorized Signatory, of VK Avalon Groves LLC, a Delaware limited liability company and acknowledged that he executed the same on behalf of said limited liability company corporation, and the he was duly authorized to do so. He is personally known to me or has produced a _____ _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature)

My Commission Expires: _____

_____
(Name)

Signed, sealed and delivered in our

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government

By: _____

Name: _____

By: _____

Name: _____

By: _____
Name: James Harvey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this _____day of _____, 2017, before me, the undersigned notary public, personally appeared James Harvey, the person who subscribed to the foregoing instrument, as the Chairman, Board of Supervisors, of Avalon Groves Community Development District and acknowledged that he executed the same on behalf of said limited liability company corporation, and the he was duly authorized to do so. He is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

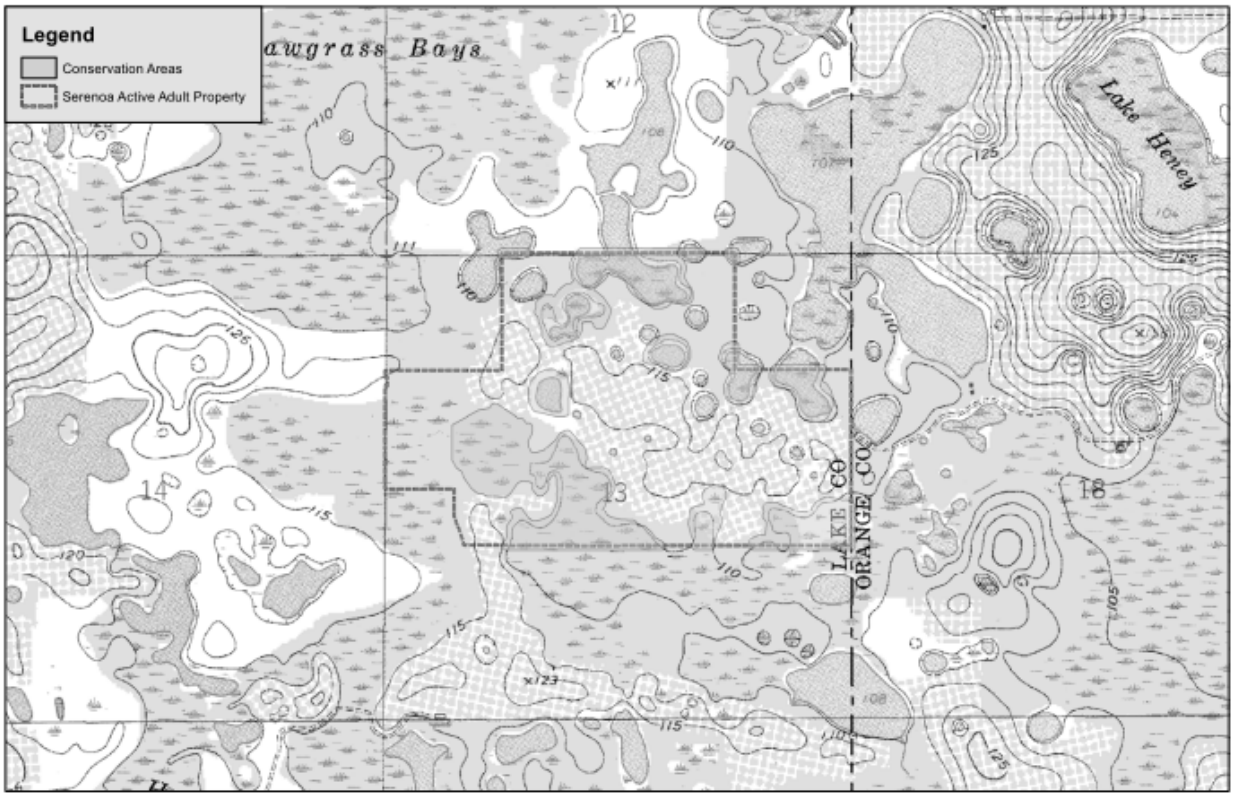
_____
(Signature)

My Commission Expires: _____

_____
(Name)

EXHIBIT A
Property

Location Map



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Serenoa Active Adult Property
Lake County, Florida
Conservation Location Map

N
W E
S

0 500 1,000 Feet

Project #: 588-10
Produced By: JDH
Date: 7/14/2017

EXHIBIT B
Conservation Easement Area

(see attached)

EXHIBIT "B"

SERENOA PRESERVATION EASEMENT AA1

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 13, run thence along the South boundary of the Northwest 1/4 of said Section 13, S.89°53'58"W., a distance of 52.81 feet to the **POINT OF BEGINNING**; thence S.02°21'58"E., a distance of 37.45 feet; thence S.25°55'06"W., a distance of 28.01 feet; thence Westerly, 42.42 feet along the arc of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 60°45'57" (chord bearing S.77°25'39"W., 40.46 feet); thence S.47°02'40"W., a distance of 87.22 feet; thence Southwesterly, 38.36 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 31°24'06" (chord bearing S.31°20'37"W., 37.89 feet); thence S.15°38'34"W., a distance of 77.65 feet; thence Southerly, 50.19 feet along the arc of a tangent curve to the left having a radius of 71.88 feet and a central angle of 40°00'35" (chord bearing S.04°21'43"E., 49.18 feet); thence S.18°42'58"E., a distance of 7.22 feet; thence Southeasterly, 17.62 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 14°25'11" (chord bearing S.25°55'33"E., 17.57 feet); thence S.33°08'09"E., a distance of 36.83 feet; thence Southeasterly, 18.85 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 15°25'43" (chord bearing S.40°51'00"E., 18.79 feet); thence S.48°33'52"E., a distance of 44.16 feet; thence Easterly, 47.88 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 39°11'15" (chord bearing S.68°09'29"E., 46.95 feet); thence S.87°45'07"E., a distance of 156.51 feet; thence Northeasterly, 57.92 feet along the arc of a tangent curve to the left having a radius of 40.00 feet and a central angle of 82°58'11" (chord bearing N.50°45'48"E., 52.99 feet); thence S.63°04'58"E., a distance of 32.84 feet; thence S.63°17'54"E., a distance of 79.39 feet; thence S.34°25'29"E., a distance of 58.90 feet; thence S.63°49'16"E., a distance of 51.68 feet; thence S.60°34'42"E., a distance of 43.83 feet; thence Southeasterly, 30.46 feet along the arc of a non-tangent curve to the left having a radius of 40.00 feet and a central angle of 43°37'53" (chord bearing S.26°20'42"E., 29.73 feet); thence S.48°09'38"E., a distance of 128.00 feet; thence Easterly, 51.23 feet along the arc of a tangent curve to the left having a radius of 70.00 feet and a central angle of 41°56'02" (chord bearing S.69°07'39"E., 50.10 feet); thence N.89°54'20"E., a distance of 33.93 feet; thence S.51°08'47"E., a distance of 23.86 feet; thence S.89°54'20"W., a distance of 541.41 feet; thence S.89°54'39"W., a distance of 1146.49 feet; thence S.45°17'48"W., a distance of 195.81 feet; thence N.14°27'02"W., a distance of 61.99 feet; thence N.31°22'56"E., a distance of 44.49 feet; thence N.26°17'01"E., a distance of 63.85 feet; thence N.34°42'49"E., a distance of 59.24 feet; thence N.00°20'40"W., a distance of 66.83 feet; thence N.05°03'54"W., a distance of 52.40 feet; thence N.26°00'27"E., a distance of 44.42 feet; thence N.31°49'58"E., a distance of 56.32 feet; thence N.07°47'15"E., a distance of 47.61 feet; thence N.00°05'55"W., a distance of 44.04 feet; thence N.70°31'53"E., a distance of 44.43 feet; thence S.22°41'12"E., a distance of 39.86 feet; thence S.59°53'02"E., a distance of 43.86 feet; thence S.30°11'30"E., a distance of 64.41 feet; thence S.60°11'01"E., a distance of 75.65 feet; thence S.85°21'17"E., a distance of 42.08 feet; thence S.88°02'19"E., a distance of 61.59 feet; thence N.64°21'03"E., a distance of 74.58 feet; thence N.59°17'35"E., a distance of 71.80 feet; thence N.28°36'30"E., a distance of 115.71 feet; thence N.23°16'19"E., a distance of 66.81 feet; thence N.20°28'58"E., a distance of 47.45 feet; thence N.10°11'12"E., a distance of 75.12 feet; thence N.06°45'16"W., a distance of 65.29 feet; thence N.04°40'19"W., a distance of 57.31 feet; thence N.00°34'10"E., a distance of 38.83 feet; thence N.09°01'01"W., a distance of 65.74 feet; thence N.48°10'15"W., a distance of 69.27 feet; thence S.70°43'41"W., a distance of 68.39 feet; thence S.43°44'02"W., a distance of 92.74 feet; thence S.05°29'09"E., a distance of 65.87 feet; thence S.13°08'54"W., a distance of 43.43 feet; thence S.41°14'49"W., a distance of 55.04 feet; thence N.49°33'12"W., a distance of 49.11 feet; thence thence S.67°21'15"W., a distance of 75.13 feet; thence S.34°40'21"W., a distance of 93.37 feet; thence S.45°10'27"W., a distance of 42.92 feet; thence S.46°58'17"W., a distance of 61.66 feet; thence N.87°09'49"W., a distance of 91.01 feet; thence S.89°18'54"W., a distance of 75.65 feet; thence N.78°01'53"W., a distance of 51.54 feet; thence N.70°15'30"W., a distance of 72.43 feet; thence N.50°39'45"W., a distance of 99.18 feet; thence N.29°50'09"W., a distance of 96.06 feet; thence N.08°27'54"W., a distance of 72.53 feet; thence N.57°31'49"W., a distance of 73.02 feet; thence N.51°36'15"W., a distance of5.31 feet; thence N.41°05'41"E., a distance of

SEE SHEETS 3 AND 4 FOR SKETCH
SEE SHEETS 5, 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
555 Winderley Place, Ste 109
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn: JE	Date: 9/26/17	Data File: ----------	
Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA1

10.49 feet; thence N.46°51'34"W., a distance of 16.95 feet; thence S.42°29'18"W., a distance of 11.91 feet; thence N.51°36'15"W., a distance of 3.25 feet; thence N.29°26'59"W., a distance of 58.87 feet; thence N.23°13'32"W., a distance of 10.17 feet; thence N.00°17'48"E., a distance of 157.08 feet; thence Northerly, 244.85 feet along the arc of a tangent curve to the left having a radius of 796.00 feet and a central angle of 17°37'27" (chord bearing N.08°30'56"W., 243.89 feet); thence N.66°32'33"E., a distance of 45.17 feet; thence S.23°30'26"E., a distance of 24.57 feet; thence N.66°32'33"E., a distance of 29.00 feet; thence N.23°27'27"W., a distance of 24.57 feet; thence N.66°32'33"E., a distance of 45.45 feet; thence Easterly, 7.56 feet along the arc of a tangent curve to the right having a radius of 16.00 feet and a central angle of 27°03'47" (chord bearing N.80°04'27"E., 7.49 feet); thence Northeasterly, 149.39 feet along the arc of a reverse curve to the left having a radius of 149.00 feet and a central angle of 57°26'47" (chord bearing N.64°52'57"E., 143.21 feet); thence Northeasterly, 24.32 feet along the arc of a reverse curve to the right having a radius of 150.00 feet and a central angle of 09°17'19" (chord bearing N.40°48'12"E., 24.29 feet); thence N.81°06'36"W., a distance of 0.62 feet; thence N.58°26'45"E., a distance of 89.71 feet; thence N.74°39'20"E., a distance of 111.14 feet; thence N.83°56'01"E., a distance of 63.34 feet; thence S.53°45'45"E., a distance of 57.54 feet; thence S.74°33'41"E., a distance of 63.15 feet; thence Southeasterly, 21.55 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 24°41'33" (chord bearing S.62°12'55"E., 21.38 feet); thence S.49°52'08"E., a distance of 81.88 feet; thence S.58°18'42"E., a distance of 22.66 feet; thence S.57°28'19"W., a distance of 53.11 feet; thence S.32°31'41"E., a distance of 5.00 feet; thence S.58°18'42"E., a distance of 27.29 feet; thence N.57°39'10"E., a distance of 55.36 feet; thence S.53°52'30"E., a distance of 86.66 feet; thence N.87°00'16"E., a distance of 19.97 feet; thence Southeasterly, 80.03 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 91°42'35" (chord bearing S.47°08'26"E., 71.76 feet); thence S.09°02'40"W., a distance of 11.86 feet; thence S.34°11'58"W., a distance of 33.44 feet; thence S.08°03'25"W., a distance of 23.49 feet; thence S.20°25'40"W., a distance of 11.28 feet; thence S.27°02'27"W., a distance of 114.25 feet; thence S.05°53'10"E., a distance of 59.36 feet; thence S.25°55'49"E., a distance of 56.50 feet; thence S.59°00'08"E., a distance of 70.18 feet; thence S.86°16'16"E., a distance of 49.52 feet; thence N.69°49'56"E., a distance of 33.97 feet; thence S.20°07'46"E., a distance of 27.04 feet; thence N.70°16'57"E., a distance of 25.00 feet; thence N.20°07'46"W., a distance of 27.24 feet; thence N.69°49'56"E., a distance of 30.29 feet; thence N.41°32'20"E., a distance of 120.96 feet; thence N.45°02'16"E., a distance of 40.71 feet; thence N.40°25'44"E., a distance of 7.43 feet; thence N.05°06'16"E., a distance of 25.12 feet; thence N.38°39'38"E., a distance of 108.21 feet; thence S.66°52'57"E., a distance of 12.81 feet; thence N.74°57'51"E., a distance of 5.60 feet; thence N.82°52'51"E., a distance of 37.64 feet; thence N.75°11'51"E., a distance of 30.17 feet; thence N.75°45'29"E., a distance of 14.15 feet; thence S.26°10'35"E., a distance of 77.50 feet; thence S.55°20'27"E., a distance of 36.38 feet; thence S.29°41'38"E., a distance of 52.18 feet; thence S.32°43'19"E., a distance of 73.51 feet; thence S.25°55'02"E., a distance of 132.34 feet; thence S.40°51'07"W., a distance of 54.01 feet; thence S.05°25'23"W., a distance of 30.55 feet; thence S.71°54'01"W., a distance of 27.27 feet; thence S.05°25'23"W., a distance of 16.16 feet; thence S.34°35'20"E., a distance of 10.62 feet; thence N.71°54'01"E., a distance of 26.07 feet; thence S.34°35'20"E., a distance of 17.68 feet; thence S.66°38'13"E., a distance of 36.54 feet; thence S.77°21'39"E., a distance of 44.99 feet; thence N.46°27'46"E., a distance of 76.79 feet; thence N.59°09'32"E., a distance of 8.79 feet; thence N.87°47'27"E., a distance of 10.98 feet; thence S.76°16'25"E., a distance of 70.49 feet; thence S.45°34'55"E., a distance of 32.96 feet; thence S.46°41'05"E., a distance of 58.39 feet; thence S.36°16'42"E., a distance of 58.20 feet; thence N.72°07'29"E., a distance of 8.81 feet; thence Southerly, 10.42 feet along the arc of a tangent curve to the right having a radius of 35.00 feet and a central angle of 17°03'47" (chord bearing S.10°08'41"E., 10.38 feet); thence S.01°36'47"E., a distance of 28.09 feet; thence S.00°39'36"W., a distance of 51.26 feet; thence S.02°21'58"E., a distance of 21.90 feet to to the **POINT OF BEGINNING**.

Containing 36.544 acres, more or less.

SEE SHEETS 3 AND 4 FOR SKETCH
SEE SHEETS 5, 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

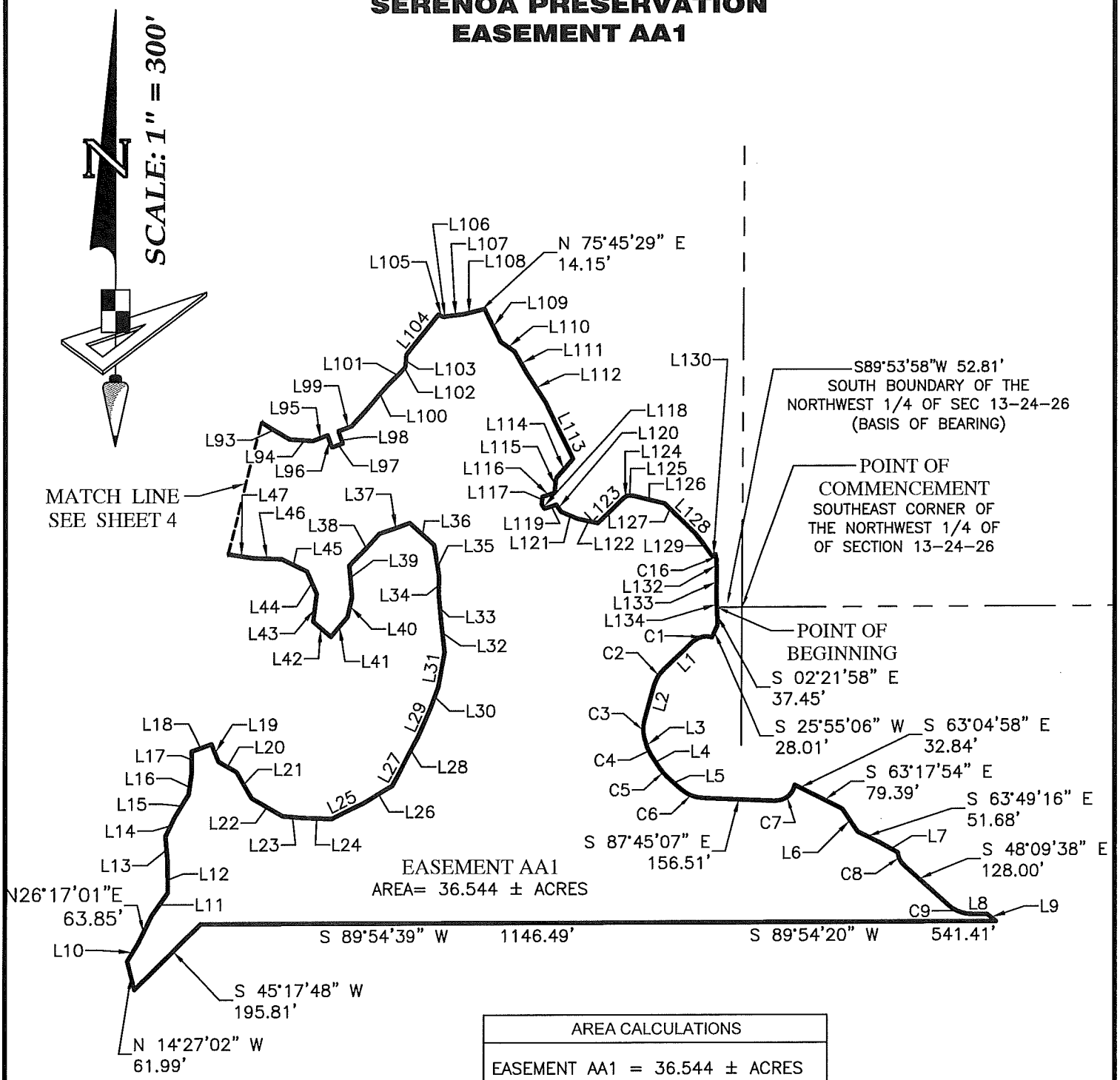
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
555 Winderley Place, Ste 109
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA1



AREA CALCULATIONS		
EASEMENT AA1	=	36.544 ± ACRES
WETLANDS	=	33.984 ± ACRES
BUFFER	=	2.560 ± ACRES

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 5, 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

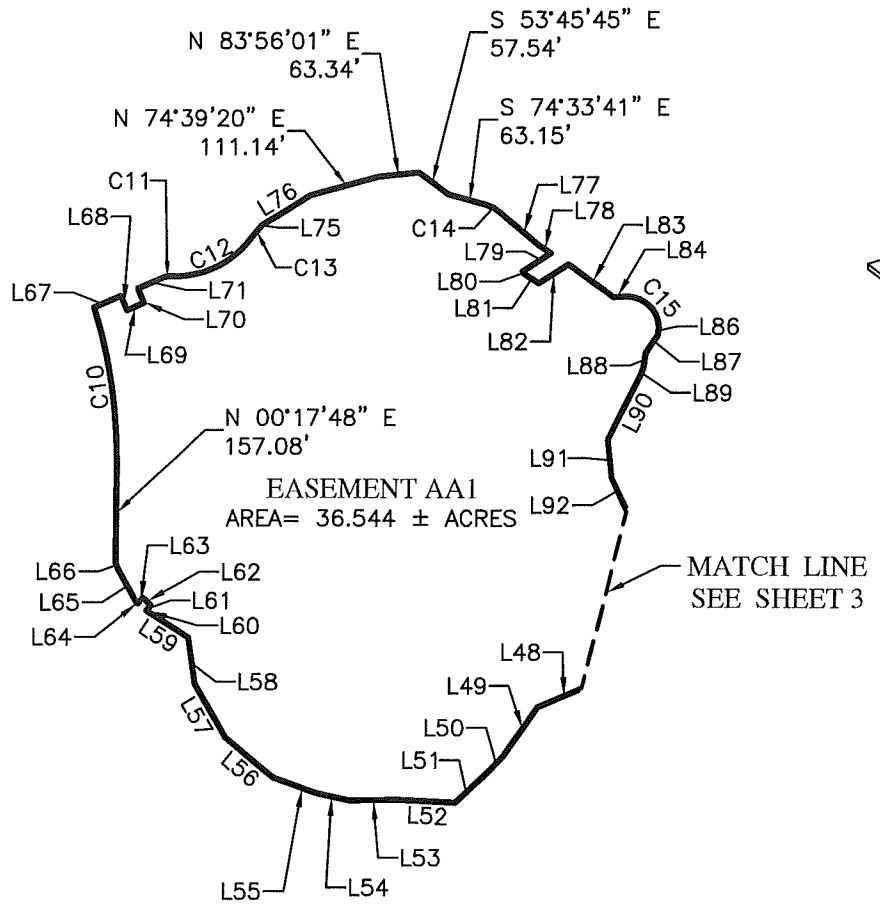
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Licensed Business Number LB 7768

Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA1



SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 5, 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 4 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA1

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 47°02'40" W	87.22'
L2	S 15°38'34" W	77.65'
L3	S 18°42'58" E	7.22'
L4	S 33°08'09" E	36.83'
L5	S 48°33'52" E	44.16'
L6	S 34°25'29" E	58.90'
L7	S 60°34'42" E	43.83'
L8	N 89°54'20" E	33.93'
L9	S 51°08'47" E	23.86'
L10	N 31°22'56" E	44.49'
L11	N 34°42'49" E	59.24'
L12	N 00°20'40" W	66.83'
L13	N 05°03'54" W	52.40'
L14	N 26°00'27" E	44.42'
L15	N 31°49'58" E	56.32'
L16	N 07°47'15" E	47.61'
L17	N 00°05'55" W	44.04'
L18	N 70°31'53" E	44.43'
L19	S 22°41'12" E	39.86'
L20	S 59°53'02" E	43.86'
L21	S 30°11'30" E	64.41'
L22	S 60°11'01" E	75.65'
L23	S 85°21'17" E	42.08'
L24	S 88°02'19" E	61.59'
L25	N 64°21'03" E	74.58'

LINE DATA TABLE

NO.	BEARING	LENGTH
L26	N 59°17'35" E	71.80'
L27	N 28°22'10" E	55.45'
L28	N 28°49'42" E	60.27'
L29	N 23°16'19" E	66.81'
L30	N 20°28'58" E	47.45'
L31	N 10°11'12" E	75.12'
L32	N 06°45'16" W	65.29'
L33	N 04°40'19" W	57.31'
L34	N 00°34'10" E	38.83'
L35	N 09°01'01" W	65.74'
L36	N 48°10'15" W	69.27'
L37	S 70°43'41" W	68.39'
L38	S 43°44'02" W	92.74'
L39	S 05°29'09" E	65.87'
L40	S 13°08'54" W	43.43'
L41	S 41°14'49" W	55.04'
L42	N 49°33'12" W	49.11'
L43	N 06°59'09" E	59.03'
L44	N 24°06'31" W	51.23'
L45	N 64°02'06" W	60.09'
L46	N 88°00'55" W	58.26'
L47	N 81°13'17" W	55.82'
L48	S 67°21'15" W	75.13'
L49	S 34°40'21" W	93.37'
L50	S 45°10'27" W	42.92'

LINE DATA TABLE

NO.	BEARING	LENGTH
L51	S 46°58'17" W	61.66'
L52	N 87°09'49" W	91.01'
L53	S 89°18'54" W	75.65'
L54	N 78°01'53" W	51.54'
L55	N 70°15'30" W	72.43'
L56	N 50°39'45" W	99.18'
L57	N 29°50'09" W	96.06'
L58	N 08°27'54" W	72.53'
L59	N 57°31'49" W	73.02'
L60	N 51°36'15" W	5.31'
L61	N 41°05'41" E	10.49'
L62	N 46°51'34" W	16.95'
L63	S 42°29'18" W	11.91'
L64	N 51°36'15" W	3.25'
L65	N 29°26'59" W	58.87'
L66	N 23°13'32" W	10.17'
L67	N 66°32'33" E	45.17'
L68	S 23°30'26" E	24.57'
L69	N 66°32'33" E	29.00'
L70	N 23°27'27" W	24.57'
L71	N 66°32'33" E	45.45'
L75	N 81°06'36" W	0.62'
L76	N 58°26'45" E	89.71'
L77	S 49°52'08" E	81.88'
L78	S 58°18'42" E	22.66'

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 3 AND 4 FOR SKETCH

REVISIONS			
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Sheet No. 5 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

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EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA1

LINE DATA TABLE

NO.	BEARING	LENGTH
L79	S 57°28'19" W	53.11'
L80	S 32°31'41" E	5.00'
L81	S 58°18'42" E	27.29'
L82	N 57°39'10" E	55.36'
L83	S 53°52'30" E	86.66'
L84	N 87°00'16" E	19.97'
L86	S 09°02'40" W	11.86'
L87	S 34°11'58" W	33.44'
L88	S 08°03'25" W	23.49'
L89	S 20°25'40" W	11.28'
L90	S 27°02'27" W	114.25'
L91	S 05°53'10" E	59.36'
L92	S 25°55'49" E	56.50'
L93	S 59°00'08" E	70.18'
L94	S 86°16'16" E	49.52'
L95	N 69°49'56" E	33.97'
L96	S 20°07'46" E	27.04'
L97	N 70°16'57" E	25.00'
L98	N 20°07'46" W	27.24'
L99	N 69°49'56" E	30.29'
L100	N 41°32'20" E	120.96'
L101	N 45°02'16" E	40.71'
L102	N 40°25'44" E	7.43'
L103	N 05°06'16" E	25.12'
L104	N 38°39'38" E	108.21'

LINE DATA TABLE

NO.	BEARING	LENGTH
L105	S 66°52'57" E	12.81'
L106	N 74°57'51" E	5.60'
L107	N 82°52'51" E	37.64'
L109	S 26°10'35" E	77.50'
L110	S 55°20'27" E	36.38'
L111	S 29°41'38" E	52.18'
L112	S 32°43'19" E	73.51'
L113	S 25°55'02" E	132.34'
L114	S 40°51'07" W	54.01'
L115	S 05°25'23" W	30.55'
L116	S 71°54'01" W	27.27'
L117	S 05°25'23" W	16.16'
L118	S 34°35'20" E	10.62'
L119	N 71°54'01" E	26.07'
L120	S 34°35'20" E	17.68'
L121	S 66°38'13" E	36.54'
L122	S 77°21'39" E	44.99'
L123	N 46°27'46" E	76.79'
L124	N 59°09'32" E	8.79'
L125	N 87°47'27" E	10.98'
L126	S 76°16'25" E	70.49'
L127	S 45°34'55" E	32.96'
L128	S 46°41'05" E	58.39'
L129	S 36°16'42" E	58.20'
L130	N 72°07'29" E	8.81'

LINE DATA TABLE

NO.	BEARING	LENGTH
L132	S 01°36'47" E	28.09'
L133	S 00°39'36" W	51.26'
L134	S 02°21'58" E	21.90'

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 3 AND 4 FOR SKETCH

REVISIONS

No.	Date	Description	Dwn.

Sheet No. 6 of 7 Sheets

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DESCRIPTION SKETCH
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EXHIBIT "B"

SERENOA PRESERVATION EASEMENT AA1

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	40.00'	60°45'57"	42.42'	40.46'	S 77°25'39" W
C2	70.00'	31°24'06"	38.36'	37.89'	S 31°20'37" W
C3	71.88'	40°00'35"	50.19'	49.18'	S 04°21'43" E
C4	70.00'	14°25'11"	17.62'	17.57'	S 25°55'33" E
C5	70.00'	15°25'43"	18.85'	18.79'	S 40°51'00" E
C6	70.00'	39°11'15"	47.88'	46.95'	S 68°09'29" E
C7	40.00'	82°58'11"	57.92'	52.99'	N 50°45'48" E
C8	40.00'	43°37'53"	30.46'	29.73'	S 26°20'42" E
C9	70.00'	41°56'02"	51.23'	50.10'	S 69°07'39" E
C10	796.00'	17°37'27"	244.85'	243.89'	N 08°30'56" W
C11	16.00'	27°03'47"	7.56'	7.49'	N 80°04'27" E
C12	149.00'	57°26'47"	149.39'	143.21'	N 64°52'57" E
C13	150.00'	9°17'19"	24.32'	24.29'	N 40°48'12" E
C14	50.00'	24°41'33"	21.55'	21.38'	S 62°12'55" E
C15	50.00'	91°42'35"	80.03'	71.76'	S 47°08'26" E
C16	35.00'	17°03'47"	10.42'	10.38'	S 10°08'41" E

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 3 AND 4 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 7 of 7 Sheets

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EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13, run thence along the West boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 13, S.00°19'36"W., a distance of 162.47 feet; thence N.85°52'09"W., a distance of 17.68 feet; thence Westerly, 26.84 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 30°45'16" (chord bearing N.70°29'31"W., 26.52 feet); thence N.55°06'53"W., a distance of 54.61 feet; thence Northwesterly, 22.90 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 26°14'46" (chord bearing N.41°59'30"W., 22.70 feet); thence N.28°52'07"W., a distance of 51.05 feet; thence Northwesterly, 10.12 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 11°35'41" (chord bearing N.23°04'17"W., 10.10 feet); thence S.89°53'59"W., a distance of 71.04 feet; thence S.58°32'00"W., a distance of 101.51 feet; thence Westerly, 174.64 feet along the arc of a non-tangent curve to the left having a radius of 90.04 feet and a central angle of 111°08'07" (chord bearing S.88°34'02"W., 148.53 feet); thence S.82°31'23"W., a distance of 110.56 feet; thence N.84°59'42"W., a distance of 50.66 feet; thence S.24°05'57"E., a distance of 88.84 feet; thence S.03°57'16"E., a distance of 24.57 feet; thence S.23°21'38"E., a distance of 59.46 feet; thence S.39°19'45"W., a distance of 61.64 feet; thence S.08°36'46"W., a distance of 31.10 feet; thence S.31°24'09"E., a distance of 19.15 feet; thence S.39°23'49"E., a distance of 30.62 feet; thence S.54°27'54"W., a distance of 30.07 feet; thence S.39°23'49"E., a distance of 25.06 feet; thence N.54°27'54"E., a distance of 30.07 feet; thence S.39°23'49"E., a distance of 43.15 feet; thence S.06°26'04"W., a distance of 101.74 feet; thence S.68°54'40"W., a distance of 70.48 feet; thence S.17°16'55"W., a distance of 55.95 feet; thence N.75°45'16"W., a distance of 45.02 feet; thence N.73°23'48"W., a distance of 46.27 feet; thence N.76°27'31"W., a distance of 45.91 feet; thence N.81°44'02"W., a distance of 46.44 feet; thence S.75°48'25"W., a distance of 47.75 feet; thence S.65°46'22"W., a distance of 11.82 feet; thence N.04°29'57"E., a distance of 7.48 feet; thence N.79°40'23"W., a distance of 14.89 feet; thence S.88°49'00"W., a distance of 15.27 feet; thence S.04°29'57"W., a distance of 34.81 feet; thence S.46°46'07"W., a distance of 18.90 feet; thence N.89°48'09"W., a distance of 42.46 feet; thence N.13°12'49"W., a distance of 31.71 feet; thence N.43°38'38"W., a distance of 8.89 feet; thence N.81°44'42"W., a distance of 5.21 feet; thence N.02°35'54"W., a distance of 4.90 feet; thence N.63°30'31"W., a distance of 17.37 feet; thence N.90°00'00"W., a distance of 30.27 feet; thence N.79°24'01"W., a distance of 48.06 feet; thence S.69°28'36"W., a distance of 21.54 feet; thence N.83°50'37"W., a distance of 18.94 feet; thence S.72°41'14"W., a distance of 35.66 feet; thence N.25°30'53"W., a distance of 107.39 feet; thence N.28°44'57"W., a distance of 73.22 feet; thence N.32°31'34"W., a distance of 120.32 feet; thence N.42°00'54"W., a distance of 40.77 feet; thence N.50°59'22"W., a distance of 59.44 feet; thence S.51°54'18"W., a distance of 2.20 feet; thence N.42°37'27"W., a distance of 11.33 feet; thence N.73°22'16"W., a distance of 63.83 feet; thence S.18°06'45"W., a distance of 82.05 feet; thence S.88°52'35"W., a distance of 5.74 feet; thence N.85°11'35"W., a distance of 32.74 feet; thence S.63°48'42"W., a distance of 21.90 feet; thence N.83°13'21"W., a distance of 18.54 feet; thence S.46°58'14"W., a distance of 75.07 feet; thence S.05°48'31"E., a distance of 91.57 feet; thence S.39°15'05"E., a distance of 64.96 feet; thence S.24°11'36"E., a distance of 82.99 feet; thence S.34°32'56"E., a distance of 39.09 feet; thence S.29°19'47"E., a distance of 37.21 feet; thence S.25°47'27"E., a distance of 25.74 feet; thence S.70°08'27"E., a distance of 9.93 feet; thence S.23°36'41"E., a distance of 6.93 feet; thence S.16°58'59"W., a distance of 12.15 feet; thence S.47°13'13"W., a distance of 21.36 feet; thence S.24°35'17"W., a distance of 33.81 feet; thence S.25°52'00"W., a distance of 21.48 feet; thence S.51°23'10"W., a distance of 23.14 feet; thence S.48°33'52"W., a distance of 45.75 feet; thence S.44°47'54"W., a distance of 22.57 feet; thence S.72°35'48"W., a distance of 2.87 feet; thence S.44°45'37"W., a distance of 15.07 feet; thence S.53°09'49"W., a distance of 38.77 feet; thence N.60°47'00"W., a distance of 17.32 feet; thence N.48°46'11"W., a distance of 21.28 feet; thence N.01°51'32"W., a distance of 45.55 feet; thence N.60°31'54"W., a distance of 38.62 feet; thence N.82°21'15"W., a distance of 43.31 feet; thence N.07°50'24"E., a distance of 26.15 feet; thence N.82°28'11"W., a distance

SEE SHEETS 3, 4 and 5 FOR SKETCH
SEE SHEETS 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

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SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

of 25.00 feet; thence S.07°50'24"W., a distance of 26.69 feet; thence S.78°48'29"W., a distance of 72.98 feet; thence S.06°09'11"E., a distance of 61.48 feet; thence S.09°07'51"W., a distance of 50.84 feet; thence S.25°16'37"W., a distance of 59.66 feet; thence S.41°39'41"W., a distance of 29.81 feet; thence S.07°29'23"E., a distance of 44.47 feet; thence S.71°29'52"W., a distance of 193.43 feet; thence S.79°22'16"W., a distance of 38.70 feet; thence S.86°10'40"W., a distance of 68.86 feet; thence N.39°53'06"W., a distance of 33.95 feet; thence N.26°18'08"W., a distance of 132.00 feet; thence N.26°10'48"W., a distance of 32.69 feet; thence N.24°29'16"W., a distance of 32.06 feet; thence N.22°19'36"W., a distance of 19.18 feet; thence N.09°39'19"W., a distance of 45.62 feet; thence N.29°33'35"W., a distance of 36.68 feet; thence Northerly, 21.11 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 24°11'39" (chord bearing N.17°27'46"W., 20.96 feet); thence N.05°21'56"W., a distance of 60.66 feet; thence N.12°27'18"W., a distance of 46.46 feet; thence N.10°28'08"W., a distance of 62.00 feet; thence Northerly, 42.14 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 48°17'02" (chord bearing N.13°40'23"E., 40.90 feet); thence N.37°48'54"E., a distance of 36.59 feet; thence Northeasterly, 25.30 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 28°59'42" (chord bearing N.52°18'45"E., 25.03 feet); thence N.66°48'36"E., a distance of 25.55 feet; thence S.84°23'30"E., a distance of 33.50 feet; thence S.75°35'18"E., a distance of 84.82 feet; thence S.81°44'29"E., a distance of 43.22 feet; thence N.35°02'05"E., a distance of 14.00 feet; thence S.55°00'30"E., a distance of 17.23 feet; thence N.34°59'30"E., a distance of 10.00 feet; thence N.54°57'55"W., a distance of 17.22 feet; thence N.35°02'05"E., a distance of 4.59 feet; thence N.24°31'07"E., a distance of 56.66 feet; thence N.54°15'14"E., a distance of 98.09 feet; thence N.45°07'06"E., a distance of 42.86 feet; thence N.80°48'04"E., a distance of 59.59 feet; thence N.51°12'39"E., a distance of 25.11 feet; thence N.21°21'35"W., a distance of 37.96 feet; thence N.17°59'28"W., a distance of 55.48 feet; thence N.03°40'06"W., a distance of 40.32 feet; thence N.17°19'44"W., a distance of 39.99 feet; thence N.01°34'00"E., a distance of 33.05 feet; thence N.89°26'16"E., a distance of 13.50 feet; thence N.00°33'44"W., a distance of 10.00 feet; thence S.89°26'16"W., a distance of 13.13 feet; thence N.01°34'00"E., a distance of 2.83 feet; thence N.22°23'22"E., a distance of 91.55 feet; thence N.00°05'54"W., a distance of 5.00 feet; thence S.89°54'06"W., a distance of 443.66 feet; thence N.89°58'40"W., a distance of 102.85 feet; thence N.89°23'21"W., a distance of 73.77 feet; thence S.73°28'38"W., a distance of 67.52 feet; thence N.80°01'58"W., a distance of 44.03 feet; thence N.80°02'59"W., a distance of 0.96 feet; thence N.86°37'56"W., a distance of 6.73 feet; thence S.81°38'18"W., a distance of 33.09 feet; thence S.04°43'38"W., a distance of 23.00 feet; thence N.86°41'35"W., a distance of 44.27 feet; thence N.00°15'40"E., a distance of 79.74 feet; thence N.89°54'06"E., a distance of 1313.06 feet; thence N.89°53'52"E., a distance of 1324.47 feet to the **POINT OF BEGINNING**.

Containing 24.680 acres, more or less.

SEE SHEETS 3, 4 AND 5 FOR SKETCH
SEE SHEETS 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

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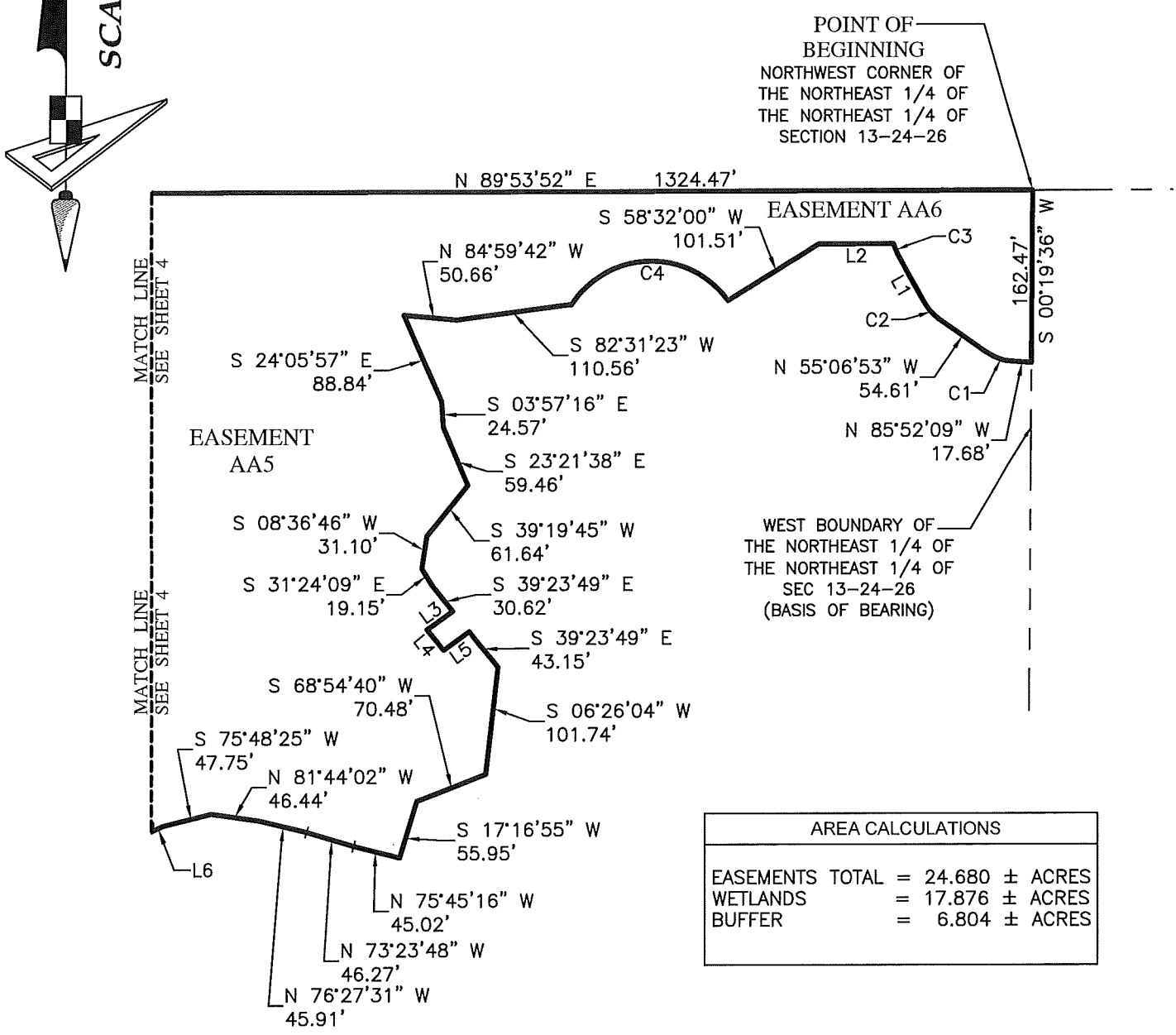
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Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

SCALE: 1" = 150'



AREA CALCULATIONS			
EASEMENTS TOTAL	=	24.680 ±	ACRES
WETLANDS	=	17.876 ±	ACRES
BUFFER	=	6.804 ±	ACRES

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

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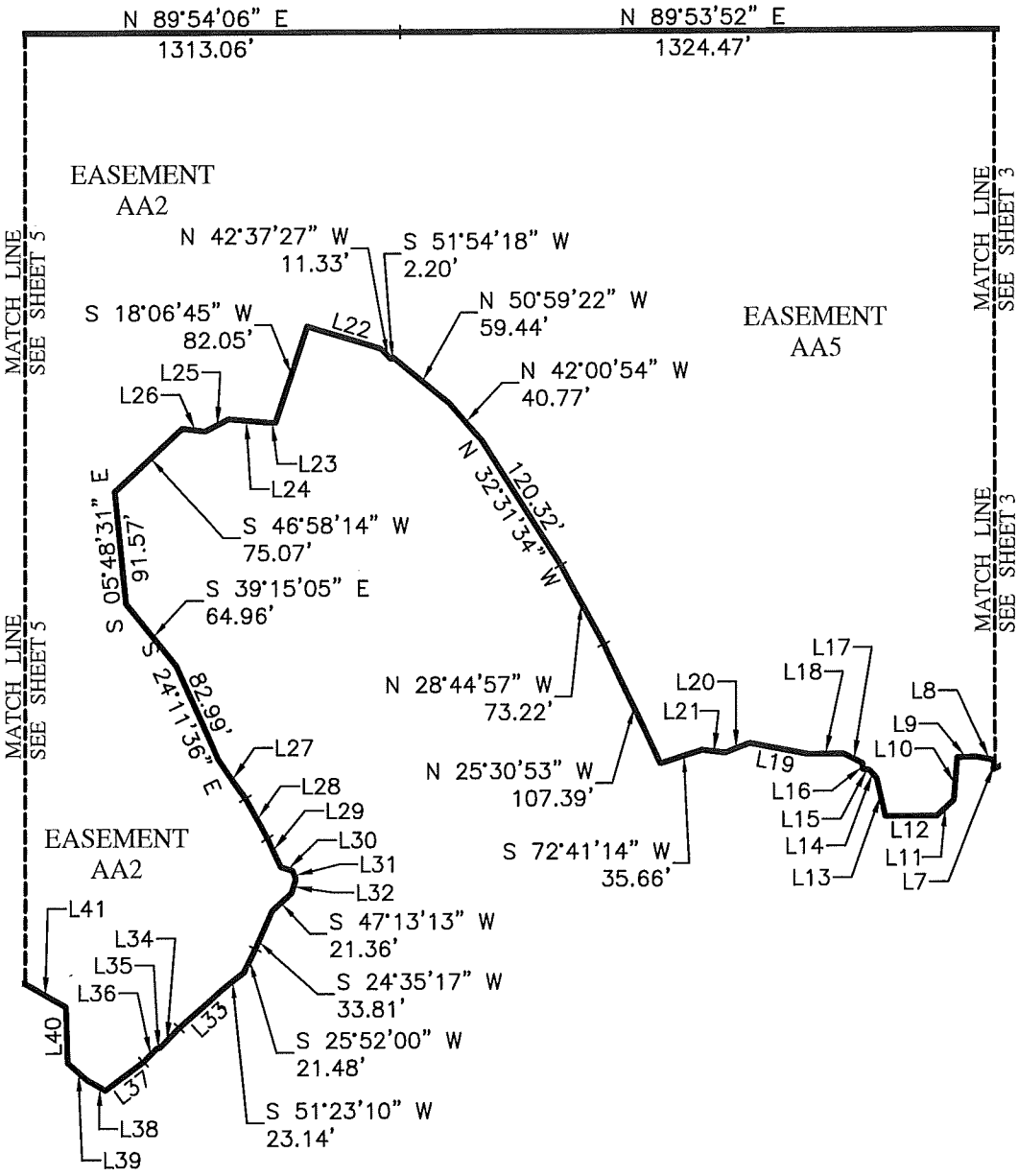
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Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

SCALE: 1" = 150'



SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 4 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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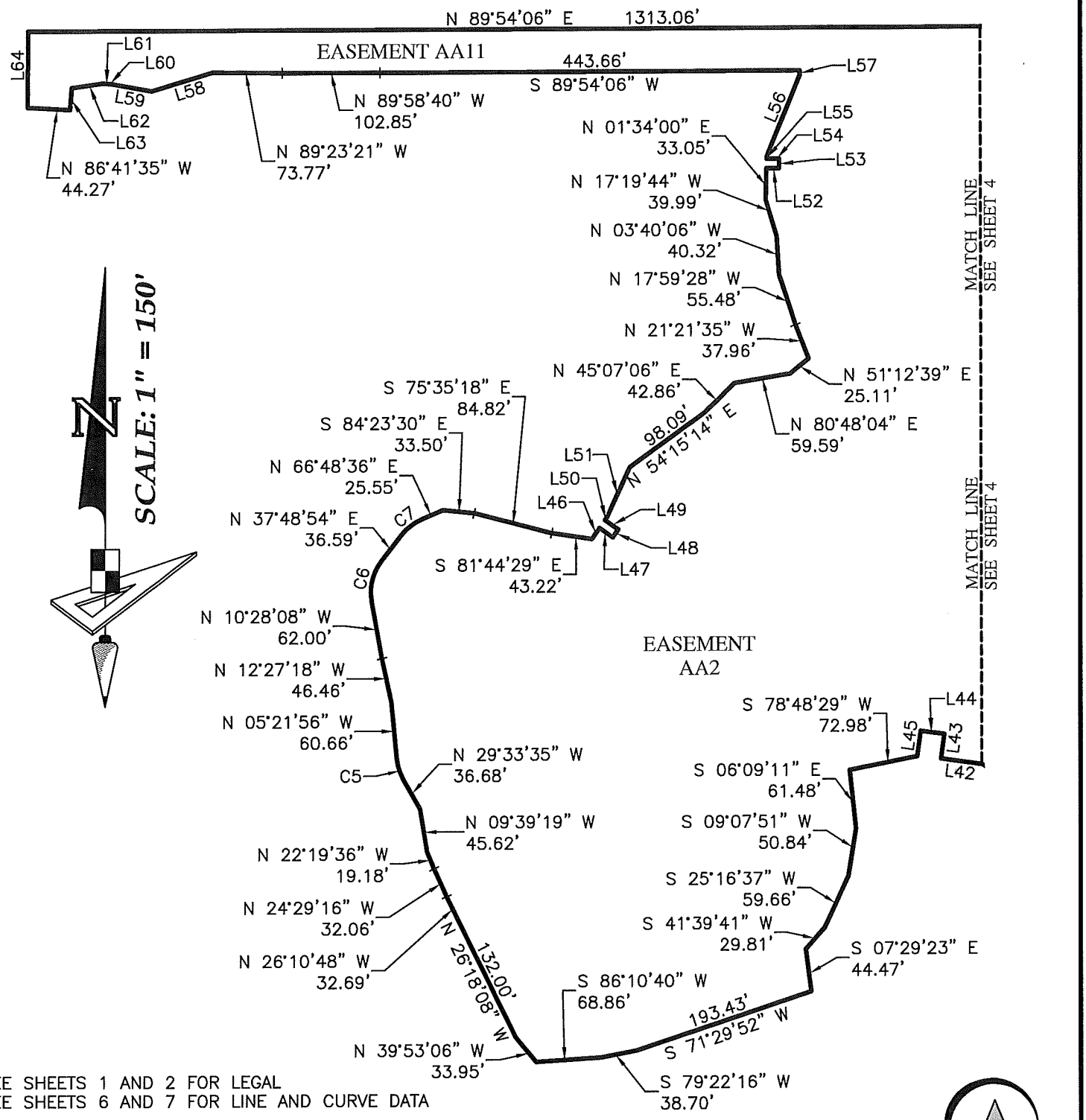
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Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11



SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 6 AND 7 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 5 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
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Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 28°52'07" W	51.05'
L2	S 89°53'59" W	71.04'
L3	S 54°27'54" W	30.07'
L4	S 39°23'49" E	25.06'
L5	N 54°27'54" E	30.07'
L6	S 65°46'22" W	11.82'
L7	N 04°29'57" E	7.48'
L8	N 79°40'23" W	14.89'
L9	S 88°49'00" W	15.27'
L10	S 04°29'57" W	34.81'
L11	S 46°46'07" W	18.90'
L12	N 89°48'09" W	42.46'
L13	N 13°12'49" W	31.71'
L14	N 43°38'38" W	8.89'
L15	N 81°44'42" W	5.21'
L16	N 02°35'54" W	4.90'
L17	N 63°30'31" W	17.37'
L18	N 90°00'00" W	30.27'
L19	N 79°24'01" W	48.06'
L20	S 69°28'36" W	21.54'
L21	N 83°50'37" W	18.94'
L22	N 73°22'16" W	63.83'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L23	S 88°52'35" W	5.74'
L24	N 85°11'35" W	32.74'
L25	S 63°48'42" W	21.90'
L26	N 83°13'21" W	18.54'
L27	S 34°32'56" E	39.09'
L28	S 29°19'47" E	37.21'
L29	S 25°47'27" E	25.74'
L30	S 70°08'27" E	9.93'
L31	S 23°36'41" E	6.93'
L32	S 16°58'59" W	12.15'
L33	S 48°33'52" W	45.75'
L34	S 44°47'54" W	22.57'
L35	S 72°35'48" W	2.87'
L36	S 44°45'37" W	15.07'
L37	S 53°09'49" W	38.77'
L38	N 60°47'00" W	17.32'
L39	N 48°46'11" W	21.28'
L40	N 01°51'32" W	45.55'
L41	N 60°31'54" W	38.62'
L42	N 82°21'15" W	43.31'
L43	N 07°50'24" E	26.15'
L44	N 82°28'11" W	25.00'

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 3, 4 AND 5 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 6 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

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Check:JDL	P.C.:N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENTS AA2, AA5, AA6 & AA11

LINE DATA TABLE

NO.	BEARING	LENGTH
L45	S 07°50'24" W	26.69'
L46	N 35°02'05" E	14.00'
L47	S 55°00'30" E	17.23'
L48	N 34°59'30" E	10.00'
L49	N 54°57'55" W	17.22'
L50	N 35°02'05" E	4.59'
L51	N 24°31'07" E	56.66'
L52	N 89°26'16" E	13.50'
L53	N 00°33'44" W	10.00'
L54	S 89°26'16" W	13.13'
L55	N 01°34'00" E	2.83'
L56	N 22°23'22" E	91.55'
L57	N 00°05'54" W	5.00'
L58	S 73°28'38" W	67.52'
L59	N 80°01'58" W	44.03'
L60	N 80°02'59" W	0.96'
L61	N 86°37'56" W	6.73'
L62	S 81°38'18" W	33.09'
L63	S 04°43'38" W	23.00'
L64	N 00°15'40" E	79.74'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	30°45'16"	26.84'	26.52'	N 70°29'31" W
C2	50.00'	26°14'46"	22.90'	22.70'	N 41°59'30" W
C3	50.00'	11°35'41"	10.12'	10.10'	N 23°04'17" W
C4	90.04'	111°08'07"	174.64'	148.53'	S 88°34'02" W
C5	50.00'	24°11'39"	21.11'	20.96'	N 17°27'46" W
C6	50.00'	48°17'02"	42.14'	40.90'	N 13°40'23" E
C7	50.00'	28°59'42"	25.30'	25.03'	N 52°18'45" E

SEE SHEETS 1 AND 2 FOR LEGAL
SEE SHEETS 3, 4 AND 5 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 7 of 7 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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Section: 13 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA3

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 13, run thence along the North boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 13, N.89°54'52"E., a distance of 473.47 feet to the **POINT OF BEGINNING**; thence Easterly, 121.52 feet along the arc of a curve to the right having a radius of 330.00 feet and a central angle of 21°05'55" (chord bearing N.72°07'27"E., 120.83 feet); thence Easterly, 40.00 feet along the arc of a reverse curve to the left having a radius of 1220.00 feet and a central angle of 01°52'43" (chord bearing N.81°44'05"E., 40.00 feet); thence S.11°58'15"E., a distance of 102.29 feet; thence S.47°03'39"E., a distance of 16.90 feet; thence S.78°05'16"E., a distance of 57.36 feet; thence S.02°27'24"E., a distance of 338.46 feet; thence S.04°01'18"E., a distance of 5.75 feet; thence S.11°41'33"E., a distance of 15.20 feet; thence S.43°49'50"E., a distance of 40.60 feet; thence S.69°43'34"W., a distance of 41.49 feet; thence S.71°01'08"W., a distance of 47.23 feet; thence S.80°43'18"W., a distance of 42.92 feet; thence N.88°02'52"W., a distance of 43.73 feet; thence N.74°49'18"W., a distance of 42.50 feet; thence N.61°27'52"W., a distance of 44.15 feet; thence N.68°53'57"W., a distance of 12.45 feet; thence S.32°49'54"W., a distance of 108.61 feet; thence S.32°13'14"W., a distance of 3.30 feet; thence Northwesterly, 70.93 feet along the arc of a non-tangent curve to the right having a radius of 330.00 feet and a central angle of 12°18'52" (chord bearing N.49°01'54"W., 70.79 feet); thence N.04°55'39"E., a distance of 3.28 feet; thence N.44°06'02"W., a distance of 18.55 feet; thence N.28°53'54"W., a distance of 41.79 feet; thence N.27°02'44"W., a distance of 7.74 feet; thence N.57°28'19"E., a distance of 53.35 feet; thence N.32°31'41"W., a distance of 20.00 feet; thence S.57°28'19"W., a distance of 51.75 feet; thence S.74°14'04"W., a distance of 7.28 feet; thence Northwesterly, 37.76 feet along the arc of a non-tangent curve to the right having a radius of 330.00 feet and a central angle of 06°33'23" (chord bearing N.23°30'29"W., 37.74 feet); thence N.27°15'15"E., a distance of 6.31 feet; thence N.27°02'44"W., a distance of 2.57 feet; thence N.14°55'30"W., a distance of 45.01 feet; thence N.11°06'49"W., a distance of 31.65 feet; thence N.00°34'18"W., a distance of 56.32 feet; thence N.11°07'22"E., a distance of 53.26 feet; thence N.16°31'43"E., a distance of 62.87 feet; thence N.32°20'42"E., a distance of 7.26 feet; thence N.25°19'32"W., a distance of 3.59 feet; thence Northeasterly, 32.25 feet along the arc of a non-tangent curve to the right having a radius of 330.00 feet and a central angle of 05°35'57" (chord bearing N.29°10'02"E., 32.24 feet); thence N.81°07'47"E., a distance of 6.41 feet; thence N.32°10'22"E., a distance of 38.74 feet; thence S.47°53'09"E., a distance of 46.36 feet; thence N.42°06'51"E., a distance of 30.00 feet; thence N.47°53'09"W., a distance of 45.70 feet; thence N.44°17'14"E., a distance of 35.92 feet; thence N.52°05'16"E., a distance of 26.82 feet; thence Northeasterly, 34.05 feet along the arc of a non-tangent curve to the right having a radius of 330.00 feet and a central angle of 05°54'45" (chord bearing N.58°37'07"E., 34.04 feet) to the point of **POINT OF BEGINNING**.

Containing 4.360 acres, more or less.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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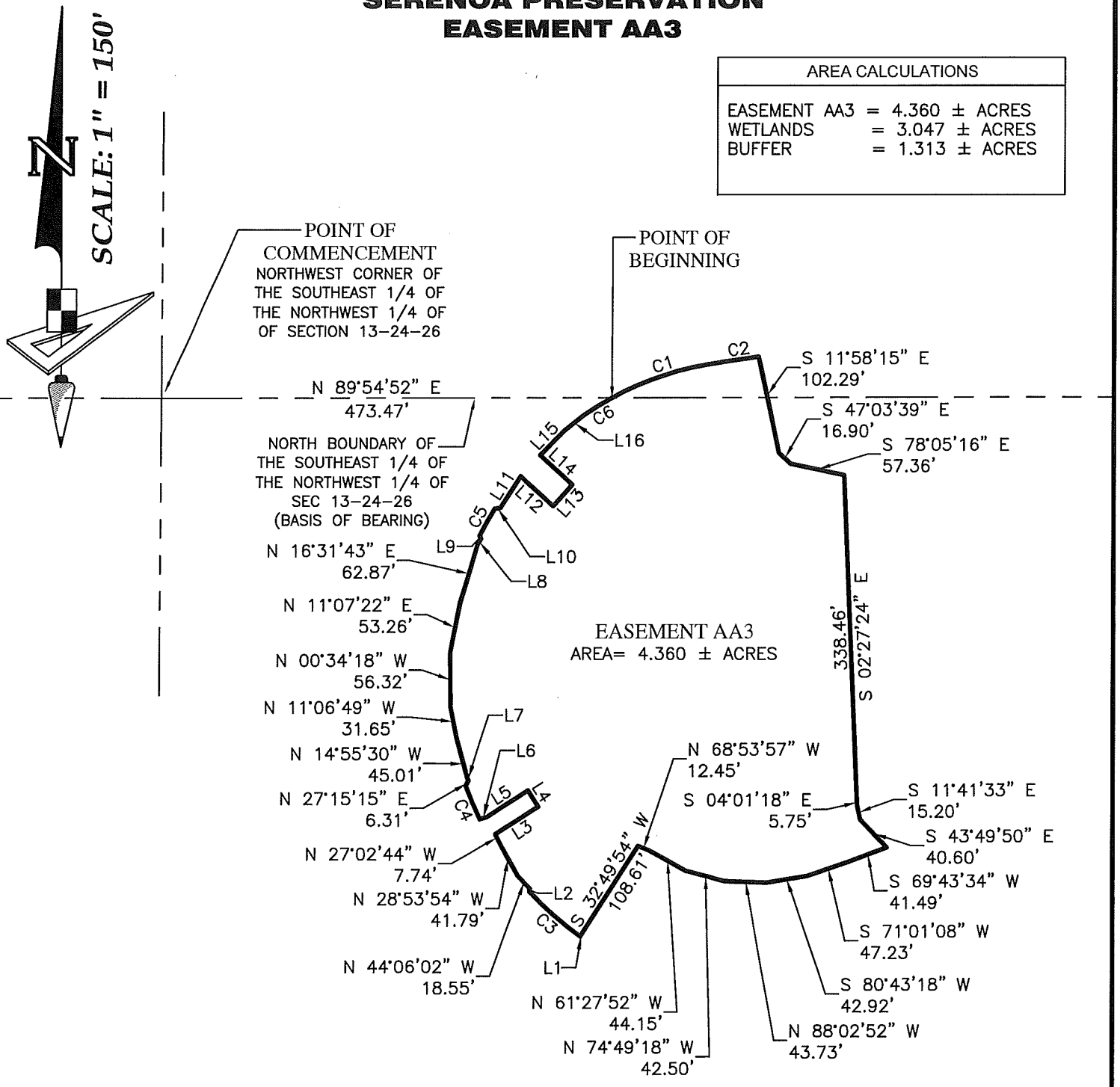
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Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA3

SCALE: 1" = 150'

AREA CALCULATIONS		
EASEMENT AA3	= 4.360 ±	ACRES
WETLANDS	= 3.047 ±	ACRES
BUFFER	= 1.313 ±	ACRES



SEE SHEET 1 FOR LEGAL
SEE SHEET 3 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 3 Sheets

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Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA PRESERVATION EASEMENT AA3

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	330.00'	21°05'55"	121.52'	120.83'	N 72°07'27" E
C2	1220.00'	1°52'43"	40.00'	40.00'	N 81°44'05" E
C3	330.00'	12°18'52"	70.93'	70.79'	N 49°01'54" W
C4	330.00'	6°33'23"	37.76'	37.74'	N 23°30'29" W
C5	330.00'	5°35'57"	32.25'	32.24'	N 29°10'02" E
C6	330.00'	5°54'45"	34.05'	34.04'	N 58°37'07" E

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 32°13'14" W	3.30'
L2	N 04°55'39" E	3.28'
L3	N 57°28'19" E	53.35'
L4	N 32°31'41" W	20.00'
L5	S 57°28'19" W	51.75'
L6	S 74°14'04" W	7.28'
L7	N 27°02'44" W	2.57'
L8	N 32°20'42" E	7.26'
L9	N 25°19'32" W	3.59'
L10	N 81°07'47" E	6.41'
L11	N 32°10'22" E	38.74'
L12	S 47°53'09" E	46.36'
L13	N 42°06'51" E	30.00'
L14	N 47°53'09" W	45.70'
L15	N 44°17'14" E	35.92'
L16	N 52°05'16" E	26.82'

SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

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EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA4

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 13, run thence along the South boundary of the Northwest 1/4 of the Northeast 1/4 of said Section 13, N.89°53'00"E., a distance of 553.12 feet to the **POINT OF BEGINNING**; thence N.09°11'28"W., a distance of 13.16 feet; thence N.75°05'03"W., a distance of 20.57 feet; thence N.56°27'17"W., a distance of 24.93 feet; thence N.50°45'22"W., a distance of 43.26 feet; thence N.84°00'55"W., a distance of 90.34 feet; thence N.71°53'56"W., a distance of 67.59 feet; thence N.23°47'19"W., a distance of 61.81 feet; thence N.20°40'11"E., a distance of 44.85 feet; thence N.39°29'11"E., a distance of 21.13 feet; thence S.50°30'49"E., a distance of 25.00 feet; thence N.39°29'11"E., a distance of 25.00 feet; thence N.50°30'49"W., a distance of 25.00 feet; thence N.39°29'11"E., a distance of 15.93 feet; thence N.47°37'27"E., a distance of 39.01 feet; thence N.46°42'21"E., a distance of 53.08 feet; thence N.46°43'56"E., a distance of 34.47 feet; thence N.63°55'24"E., a distance of 47.31 feet; thence S.15°32'22"E., a distance of 25.43 feet; thence N.63°55'24"E., a distance of 1.98 feet; thence N.74°27'38"E., a distance of 18.05 feet; thence N.15°32'22"W., a distance of 28.47 feet; thence N.12°32'49"W., a distance of 61.67 feet; thence S.89°51'40"E., a distance of 37.30 feet; thence S.79°31'14"E., a distance of 38.24 feet; thence S.76°29'20"E., a distance of 37.22 feet; thence S.78°19'54"E., a distance of 38.46 feet; thence S.67°23'10"E., a distance of 69.14 feet; thence Southeasterly, 13.03 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 14°55'36" (chord bearing S.59°55'22"E., 12.99 feet); thence S.52°27'34"E., a distance of 73.76 feet; thence Southeasterly, 17.08 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 19°34'33" (chord bearing S.42°40'18"E., 17.00 feet); thence S.32°53'01"E., a distance of 42.50 feet; thence Southeasterly, 14.82 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 16°58'56" (chord bearing S.24°23'33"E., 14.77 feet); thence S.15°54'05"E., a distance of 60.54 feet; thence Southerly, 19.90 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 22°48'09" (chord bearing S.04°30'00"E., 19.77 feet); thence S.06°54'04"W., a distance of 44.57 feet; thence Southerly, 12.26 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 14°02'54" (chord bearing S.13°55'31"W., 12.23 feet); thence S.20°56'58"W., a distance of 74.24 feet; thence Southwesterly, 27.81 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 31°51'51" (chord bearing S.36°52'53"W., 27.45 feet); thence S.52°48'48"W., a distance of 37.17 feet; thence S.71°44'27"W., a distance of 120.60 feet; thence N.82°17'47"W., a distance of 42.38 feet; thence Westerly, 6.29 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 07°12'44" (chord bearing N.78°41'25"W., 6.29 feet); thence N.75°05'03"W., a distance of 18.46 feet; thence N.09°11'28"W., a distance of 14.22 feet to the **POINT OF BEGINNING**.

Containing 3.625 acres, more or less.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
555 Winderley Place, Ste 109
Maitland, Florida 32751
www.geopointsurvey.com
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Fax: (813) 248-2266
Licensed Business Number LB 7768

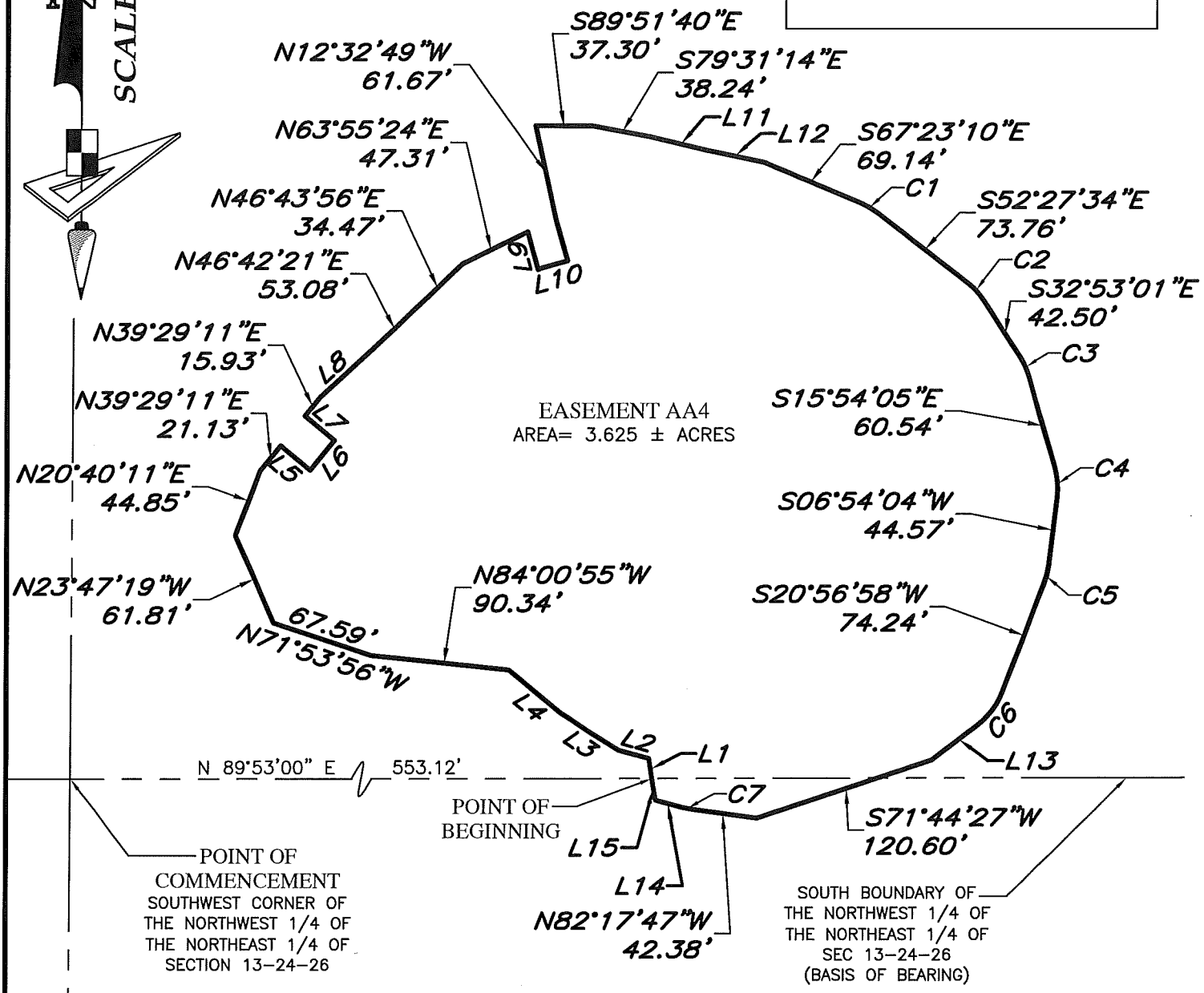
Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA4

SCALE: 1" = 100'

AREA CALCULATIONS		
EASEMENT AA4	=	3.625 ± ACRES
WETLANDS	=	2.391 ± ACRES
BUFFER	=	1.234 ± ACRES



SEE SHEET 1 FOR LEGAL
SEE SHEET 3 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

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Drawn: JE	Date: 9/26/17	Data File: ----------	
Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA PRESERVATION EASEMENT AA4

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 09°11'28" W	13.16'
L2	N 75°05'03" W	20.57'
L3	N 56°27'17" W	24.93'
L4	N 50°45'22" W	43.26'
L5	S 50°30'49" E	25.00'
L6	N 39°29'11" E	25.00'
L7	N 50°30'49" W	25.00'
L8	N 47°37'27" E	39.01'
L9	S 15°32'22" E	25.43'
L10	N 74°27'38" E	18.05'
L11	S 76°29'20" E	37.22'
L12	S 78°19'54" E	38.46'
L13	S 52°48'48" W	37.17'
L14	N 75°05'03" W	18.46'
L15	N 09°11'28" W	14.22'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	14°55'36"	13.03'	12.99'	S 59°55'22" E
C2	50.00'	19°34'33"	17.08'	17.00'	S 42°40'18" E
C3	50.00'	16°58'56"	14.82'	14.77'	S 24°23'33" E
C4	50.00'	22°48'09"	19.90'	19.77'	S 04°30'00" E
C5	50.00'	14°02'54"	12.26'	12.23'	S 13°55'31" W
C6	50.00'	31°51'51"	27.81'	27.45'	S 36°52'53" W
C7	50.00'	7°12'44"	6.29'	6.29'	S 78°41'25" E

SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR SKETCH

REVISIONS

No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA7

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

BEGINNING at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 13, run thence along the South boundary of the Northeast 1/4 of the Northeast 1/4 said Section 13, N.89°53'00"E., a distance of 301.43 feet; thence S.37°26'33"W., a distance of 1.14 feet; thence Southwesterly, 49.18 feet along the arc of a non-tangent curve to the left having a radius of 70.00 feet and a central angle of 40°15'02" (chord bearing S.56°13'02"W., 48.17 feet); thence S.36°05'31"W., a distance of 32.91 feet; thence S.31°13'16"W., a distance of 43.67 feet; thence Southerly, 76.73 feet along the arc of a tangent curve to the left having a radius of 110.00 feet and a central angle of 39°58'02" (chord bearing S.11°14'14"W., 75.19 feet); thence S.08°44'47"E., a distance of 35.91 feet; thence Southerly, 27.17 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 31°07'54" (chord bearing S.06°49'10"W., 26.83 feet); thence S.22°23'07"W., a distance of 47.16 feet; thence Southerly, 35.52 feet along the arc of a tangent curve to the left having a radius of 50.00 feet and a central angle of 40°42'04" (chord bearing S.02°02'05"W., 34.78 feet); thence S.42°26'09"W., a distance of 62.07 feet; thence Southwesterly, 15.79 feet along the arc of a tangent curve to the right having a radius of 35.00 feet and a central angle of 25°50'44" (chord bearing S.55°21'31"W., 15.65 feet); thence S.68°16'53"W., a distance of 70.49 feet; thence Westerly, 18.89 feet along the arc of a tangent curve to the right having a radius of 35.00 feet and a central angle of 30°54'57" (chord bearing S.83°44'22"W., 18.66 feet); thence N.80°48'10"W., a distance of 23.27 feet; thence Northwesterly, 94.90 feet along the arc of a non-tangent curve to the right having a radius of 577.00 feet and a central angle of 09°25'24" (chord bearing N.59°48'18"W., 94.79 feet); thence N.08°35'43"E., a distance of 4.04 feet; thence N.53°24'36"W., a distance of 16.93 feet; thence N.38°16'39"E., a distance of 15.13 feet; thence N.15°37'58"W., a distance of 15.56 feet; thence N.51°43'21"W., a distance of 17.43 feet; thence S.38°16'39"W., a distance of 5.86 feet; thence N.66°05'57"W., a distance of 92.70 feet; thence Northwesterly, 1.83 feet along the arc of a tangent curve to the right having a radius of 587.00 feet and a central angle of 00°10'43" (chord bearing N.41°20'57"W., 1.83 feet); thence N.26°43'33"E., a distance of 16.34 feet; thence N.57°08'35"E., a distance of 71.93 feet; thence N.21°27'38"E., a distance of 24.42 feet; thence N.02°09'47"E., a distance of 10.50 feet; thence N.16°59'39"W., a distance of 48.65 feet; thence N.35°10'01"W., a distance of 46.76 feet; thence N.23°04'15"W., a distance of 46.01 feet; thence N.15°37'38"W., a distance of 45.97 feet; thence N.09°49'43"W., a distance of 46.07 feet; thence N.08°46'36"W., a distance of 45.64 feet; thence N.04°56'13"W., a distance of 46.73 feet; thence N.01°49'05"W., a distance of 57.23 feet; thence N.66°29'27"E., a distance of 48.08 feet; thence N.26°06'46"E., a distance of 24.06 feet; thence N.61°18'14"E., a distance of 27.79 feet; thence S.29°11'11"E., a distance of 30.00 feet; thence N.61°31'13"E., a distance of 25.00 feet; thence N.29°11'11"W., a distance of 30.10 feet; thence N.61°18'14"E., a distance of 17.10 feet; thence N.83°15'55"E., a distance of 28.76 feet; thence N.48°09'59"E., a distance of 19.96 feet; thence N.00°20'18"E., a distance of 8.59 feet; thence N.83°15'55"E., a distance of 25.25 feet; thence S.00°19'36"W., a distance of 304.41 feet to the **POINT OF BEGINNING**.

Containing 3.728 acres, more or less.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE AND CURVE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

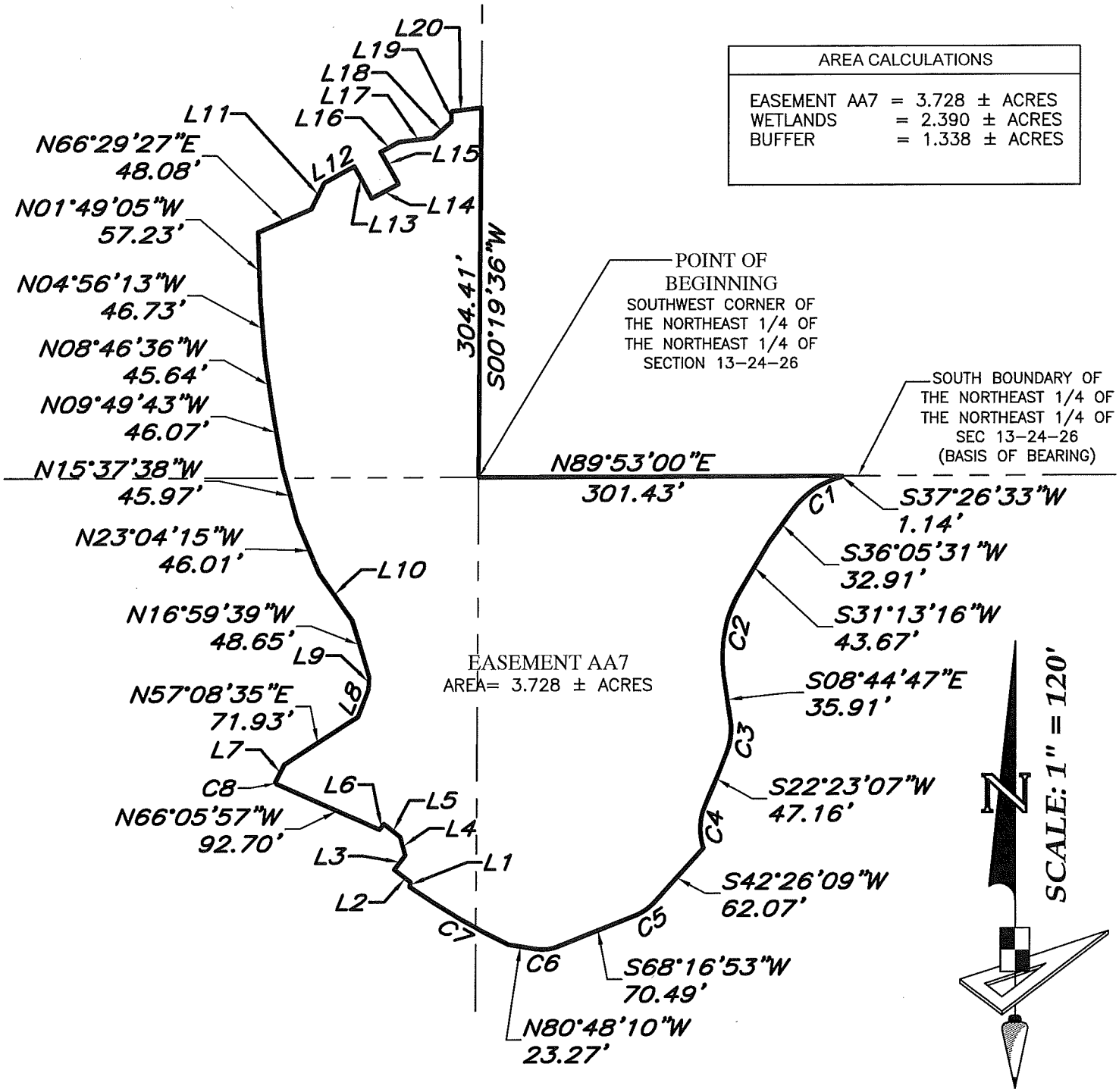
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Check:JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA7



AREA CALCULATIONS		
EASEMENT AA7	= 3.728	± ACRES
WETLANDS	= 2.390	± ACRES
BUFFER	= 1.338	± ACRES

SEE SHEET 1 FOR LEGAL
SEE SHEET 3 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

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Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA PRESERVATION
EASEMENT AA7

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 08°35'43" E	4.04'
L2	N 53°24'36" W	16.93'
L3	N 38°16'39" E	15.13'
L4	N 15°37'58" W	15.56'
L5	N 51°43'21" W	17.43'
L6	S 38°16'39" W	5.86'
L7	N 26°43'33" E	16.34'
L8	N 21°27'38" E	24.42'
L9	N 02°09'47" E	10.50'
L10	N 35°10'01" W	46.76'
L11	N 26°06'46" E	24.06'
L12	N 61°18'14" E	27.79'
L13	S 29°11'11" E	30.00'
L14	N 61°31'13" E	25.00'
L15	N 29°11'11" W	30.10'
L16	N 61°18'14" E	17.10'
L17	N 83°15'55" E	28.76'
L18	N 48°09'59" E	19.96'
L19	N 00°20'18" E	8.59'
L20	N 83°15'55" E	25.25'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	70.00'	40°15'02"	49.18'	48.17'	S 56°13'02" W
C2	110.00'	39°58'02"	76.73'	75.19'	S 11°14'14" W
C3	50.00'	31°07'54"	27.17'	26.83'	S 06°49'10" W
C4	50.00'	40°42'04"	35.52'	34.78'	S 02°02'05" W
C5	35.00'	25°50'44"	15.79'	15.65'	S 55°21'31" W
C6	35.00'	30°54'57"	18.89'	18.66'	S 83°44'22" W
C7	577.00'	9°25'24"	94.90'	94.79'	N 59°48'18" W
C8	587.00'	0°10'43"	1.83'	1.83'	N 41°20'57" W

SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA8

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 13, run thence along the North boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 13, S.89°52'49"W., a distance of 339.39 feet to the **POINT OF BEGINNING**; thence S.14°20'13"W., a distance of 14.04 feet; thence S.22°40'53"W., a distance of 41.15 feet; thence S.21°38'49"W., a distance of 85.14 feet; thence S.07°07'44"E., a distance of 42.17 feet; thence S.56°26'44"E., a distance of 72.62 feet; thence S.38°47'53"E., a distance of 73.87 feet; thence S.10°28'51"E., a distance of 71.98 feet; thence S.02°05'48"W., a distance of 74.05 feet; thence S.19°13'37"W., a distance of 56.26 feet; thence S.28°50'33"W., a distance of 47.01 feet; thence S.64°39'26"W., a distance of 70.79 feet; thence S.80°00'10"W., a distance of 56.26 feet; thence N.76°21'14"W., a distance of 63.58 feet; thence N.55°46'57"W., a distance of 67.86 feet; thence N.19°20'16"W., a distance of 89.08 feet; thence N.25°02'23"W., a distance of 52.91 feet; thence N.05°31'46"E., a distance of 67.93 feet; thence N.10°36'26"W., a distance of 59.06 feet; thence N.54°28'04"W., a distance of 81.78 feet; thence N.77°23'10"W., a distance of 71.59 feet; thence N.83°39'45"W., a distance of 61.56 feet; thence N.63°13'02"W., a distance of 50.35 feet; thence N.43°40'09"W., a distance of 43.94 feet; thence N.18°00'11"W., a distance of 33.90 feet; thence N.01°44'05"W., a distance of 34.68 feet; thence N.22°17'59"E., a distance of 45.71 feet; thence N.31°29'01"E., a distance of 4.57 feet; thence N.89°53'07"E., a distance of 527.71 feet to the **POINT OF BEGINNING**.

Containing 4.454 acres, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

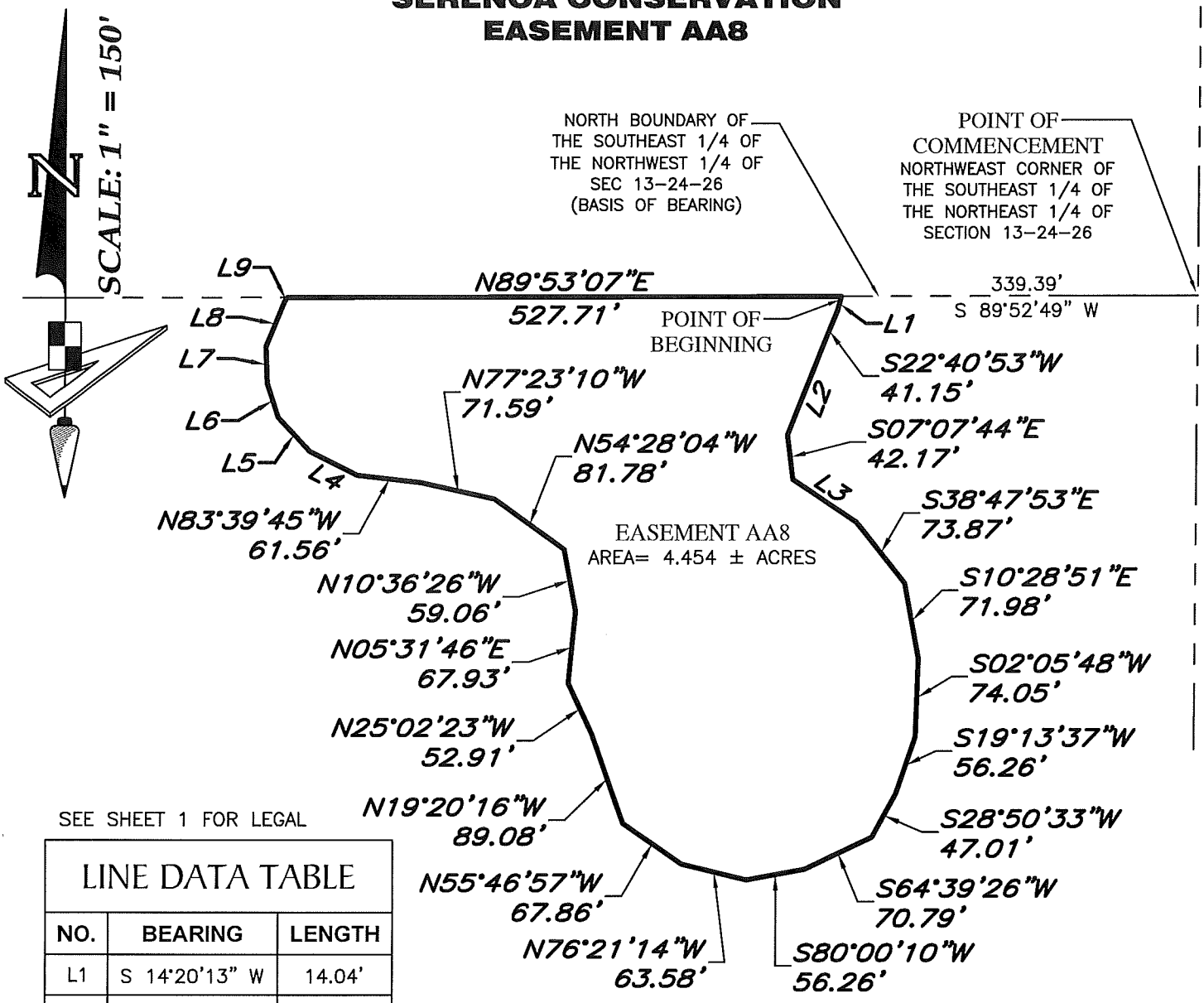
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Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA8



SEE SHEET 1 FOR LEGAL

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 14°20'13" W	14.04'
L2	S 21°38'49" W	85.14'
L3	S 56°26'44" E	72.62'
L4	N 63°13'02" W	50.35'
L5	N 43°40'09" W	43.94'
L6	N 18°00'11" W	33.90'
L7	N 01°44'05" W	34.68'
L8	N 22°17'59" E	45.71'
L9	N 31°29'01" E	4.57'

REVISIONS

No.	Date	Description	Dwn.

Sheet No. 2 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH

(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

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Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA9

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of the Southeast 1/4 of said Section 13, run thence along the East boundary of said Section 13, S.00°11'52"E., a distance of 237.98 feet to the **POINT OF BEGINNING;** thence S.00°11'52"W., a distance of 426.04 feet; thence S.89°54'20"W., a distance of 1113.05 feet; thence N.44°07'26"E., a distance of 46.80 feet; thence N.65°02'37"E., a distance of 56.43 feet; thence S.89°16'58"E., a distance of 61.06 feet; thence S.55°21'32"E., a distance of 85.94 feet; thence S.82°28'16"E., a distance of 39.38 feet; thence N.42°49'38"E., a distance of 48.14 feet; thence S.73°27'14"E., a distance of 105.88 feet; thence N.34°35'25"E., a distance of 44.35 feet; thence N.14°46'00"E., a distance of 53.09 feet; thence N.29°01'26"W., a distance of 49.84 feet; thence S.79°40'34"W., a distance of 106.63 feet; thence S.89°09'38"W., a distance of 59.98 feet; thence S.36°21'29"W., a distance of 35.70 feet; thence N.25°16'17"W., a distance of 46.85 feet; thence N.03°20'18"E., a distance of 86.38 feet; thence N.13°40'25"W., a distance of 41.99 feet; thence N.25°25'27"W., a distance of 70.67 feet; thence N.09°28'51"W., a distance of 43.05 feet; thence N.15°26'54"E., a distance of 84.50 feet; thence N.88°50'39"E., a distance of 78.94 feet; thence S.63°49'41"E., a distance of 78.50 feet; thence S.54°08'20"E., a distance of 74.77 feet; thence S.72°58'34"E., a distance of 76.91 feet; thence S.74°24'11"E., a distance of 69.62 feet; thence N.86°37'18"E., a distance of 48.21 feet; thence S.52°30'09"E., a distance of 36.11 feet; thence N.53°42'00"E., a distance of 58.04 feet; thence N.71°05'20"E., a distance of 62.01 feet; thence N.12°55'57"E., a distance of 54.59 feet; thence N.33°50'14"E., a distance of 67.02 feet; thence N.68°19'52"E., a distance of 79.42 feet; thence S.72°25'46"E., a distance of 59.17 feet; thence S.85°28'08"E., a distance of 68.17 feet; thence S.66°15'09"E., a distance of 52.79 feet; thence S.79°02'53"E., a distance of 56.10 feet; thence S.51°37'57"E., a distance of 26.88 feet; thence S.84°05'03"E., a distance of 32.30 feet to the **POINT OF BEGINNING**.

Containing 8.477 acres, more or less.

SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

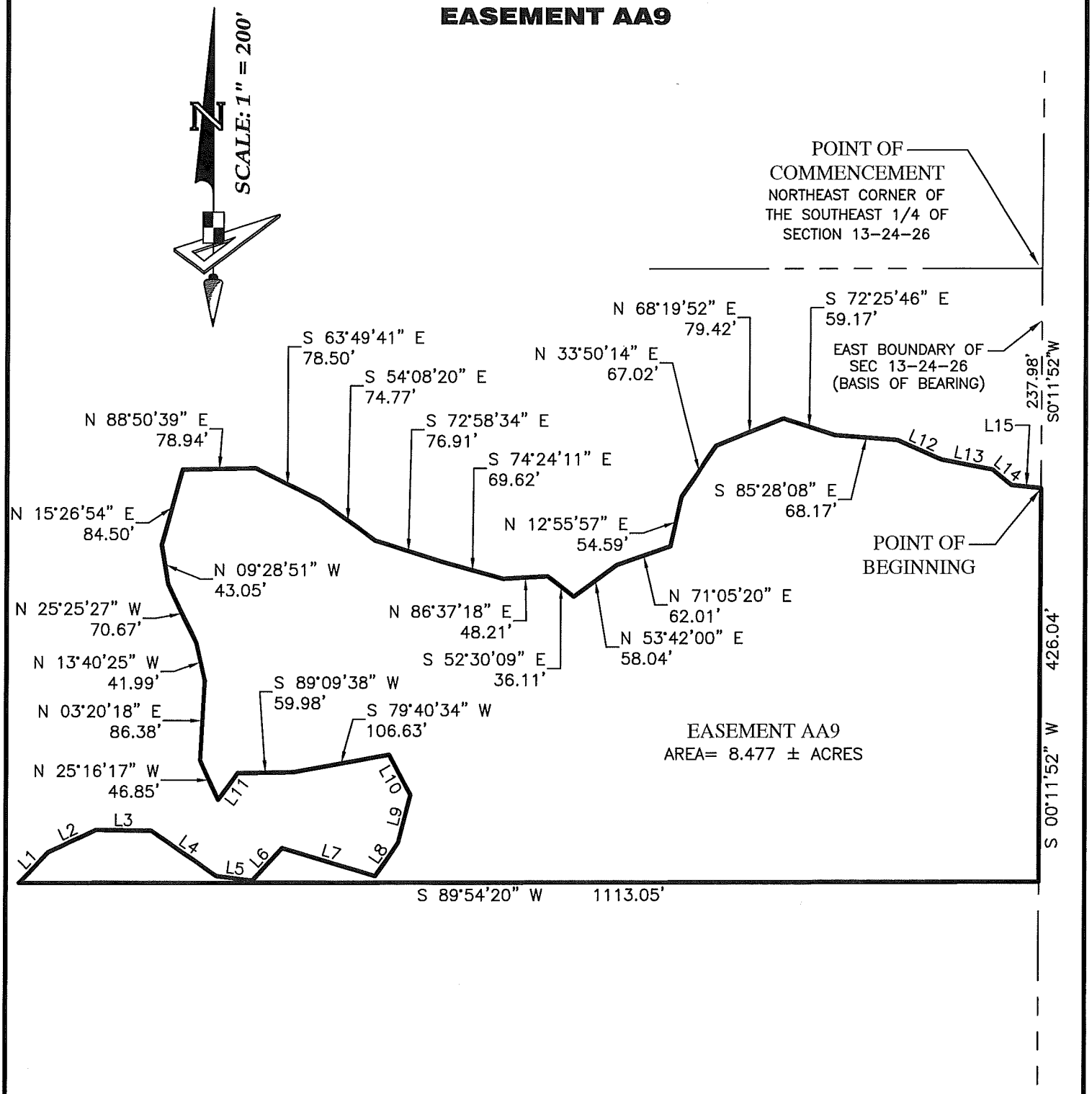
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
555 Winderley Place, Ste 109
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn: JE	Date: 9/26/17	Data File: ----------	
Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA9



SEE SHEET 1 FOR LEGAL
SEE SHEET 3 FOR LINE DATA

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

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Drawn: JE	Date: 9/26/17	Data File: ----------
Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA9

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 44°07'26" E	46.80'
L2	N 65°02'37" E	56.43'
L3	S 89°16'58" E	61.06'
L4	S 55°21'32" E	85.94'
L5	S 82°28'16" E	39.38'
L6	N 42°49'38" E	48.14'
L7	S 73°27'14" E	105.88'
L8	N 34°35'25" E	44.35'
L9	N 14°46'00" E	53.09'
L10	N 29°01'26" W	49.84'
L11	S 36°21'29" W	35.70'
L12	S 66°15'09" E	52.79'
L13	S 79°02'53" E	56.10'
L14	S 51°37'57" E	26.88'
L15	S 84°05'03" E	32.30'

SEE SHEET 1 FOR LEGAL
SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Licensed Business Number LB 7768

Drawn:JE	Date: 9/26/17	Data File: ----------
Check:JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA10

DESCRIPTION: A parcel of land lying in Section 13, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of the Southeast 1/4 of said Section 13, run thence along the North boundary of the Southeast 1/4 of said Section 13, N.89°53'21"E., a distance of 1025.15 feet to the **POINT OF BEGINNING**; thence N.82°06'35"E., a distance of 65.74 feet; thence N.86°59'22"E., a distance of 74.21 feet; thence S.06°18'00"E., a distance of 78.59 feet; thence S.32°18'53"W., a distance of 80.10 feet; thence S.17°28'55"W., a distance of 50.88 feet; thence S.07°28'47"W., a distance of 92.22 feet; thence S.07°50'13"E., a distance of 82.27 feet; thence S.18°11'46"W., a distance of 88.30 feet; thence S.04°49'43"W., a distance of 94.59 feet; thence S.36°47'41"W., a distance of 100.97 feet; thence S.89°54'45"W., a distance of 136.70 feet; thence N.07°50'49"E., a distance of 59.25 feet; thence N.04°31'26"W., a distance of 82.45 feet; thence N.26°56'33"W., a distance of 95.29 feet; thence N.15°30'11"E., a distance of 102.46 feet; thence N.04°02'12"E., a distance of 56.74 feet; thence N.62°52'38"E., a distance of 37.73 feet; thence N.75°39'51"E., a distance of 94.12 feet; thence N.30°18'12"E., a distance of 51.66 feet; thence N.05°02'17"W., a distance of 75.09 feet; thence N.15°06'07"W., a distance of 37.05 feet; thence N.27°48'18"E., a distance of 41.50 feet to the **POINT OF BEGINNING**.

Containing 2.693 acres, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

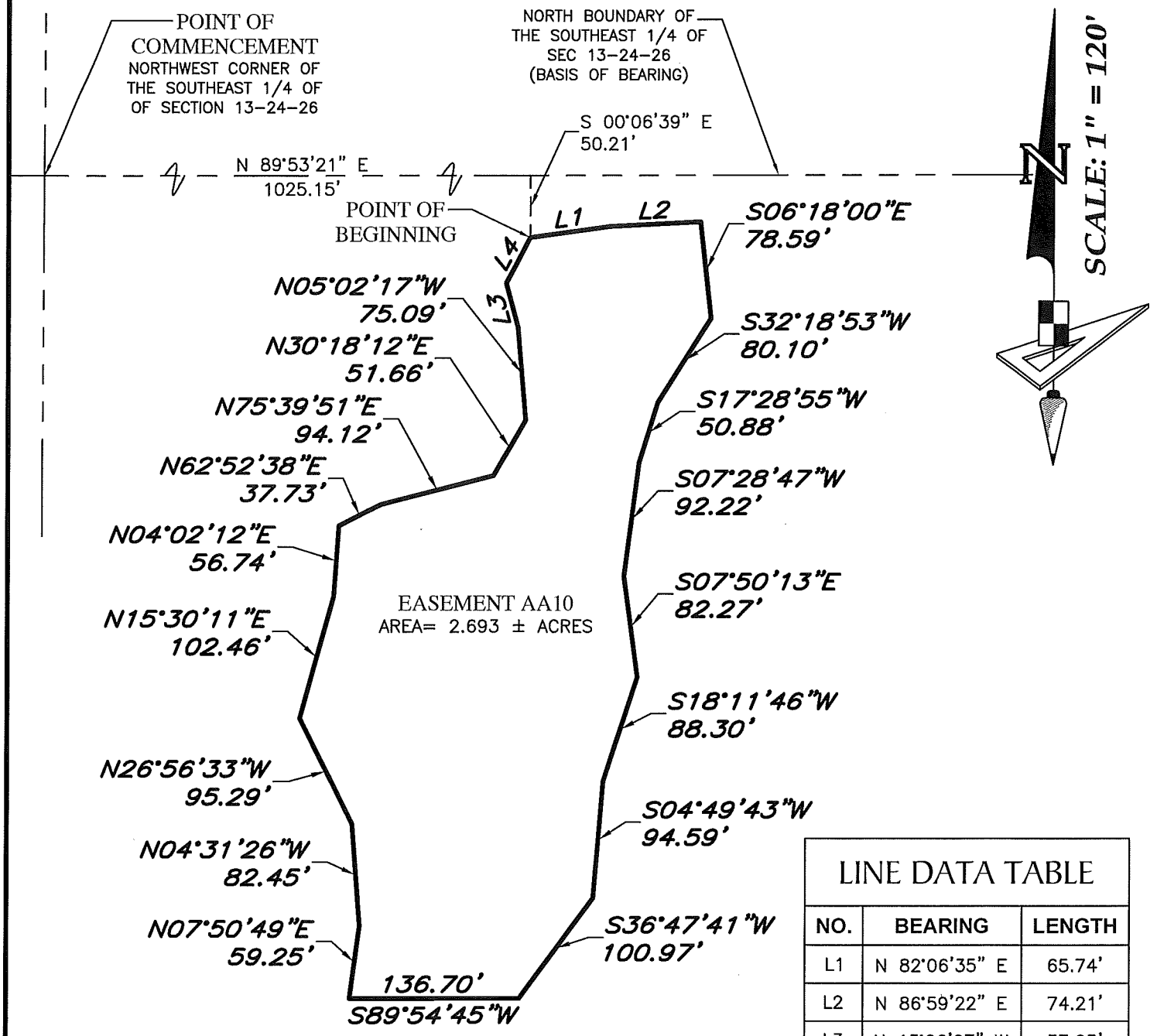
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Drawn: JE	Date: 9/26/17	Data File: ----------	
Check: JDL	P.C.: N/A	Field Book: ----------	
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------	

EXHIBIT "B"

SERENOA CONSERVATION EASEMENT AA10



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 82°06'35" E	65.74'
L2	N 86°59'22" E	74.21'
L3	N 15°06'07" W	37.05'
L4	N 27°48'18" E	41.50'

SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Check: JDL	P.C.: N/A	Field Book: ----------
Section: 13 Twn. 24 S Rng. 26 E		Job #: ----------

EXHIBIT C
Monitoring Plan and Success Criteria
Project: Serenoa Active Adult Parcel Phases 1&2
On-Site Mitigation

Mitigation

The on-site mitigation proposed for the Serenoa Active Adult Site is comprised of 68.01 acres of on-site wetland preservation and 13.31 acres of upland preservation. The wetland vegetative community contains various tree species along with numerous understory and herbaceous species. The vegetation within these forested systems include red maple *(Acer rubrum)*, pond pine *(Pinus serotina)*, sweetbay *(Magnolia Virginia)*, laurel oak *(Quercus laurifolia)*, loblolly bay *(Gordonia lasianthus)*, water oak *(Quercus nigra)*, cabbage palm *(Sabal palmetto)*, swamp tupelo *(Nyssa sylvatica)*, royal fern *Osmunda regalis)*, poison ivy *(Toxicodendron radicans)*, wild azalea *(Rhododendron viscosum)*, coinwort *(Centella asiatica)*, pennywort *(Hydrocotle umbellata)*, maidencane *(Panicum hemitomon)*, spike rush *(Eleocharis baldwinii)*, soft rush *(Juncus effusus)*, *Juncus* spp., sedges *(Carex* sp. and *Cyperus* spp.), *Digitaria* spp., broomsedge *(Andropogon virginicus)*, beakrush *(Rhynchospora* spp.*)*, primrose willow *(Ludwigia octavalvis)*, cattail *(Typha* spp.*)*, pickerelweed *(Pontedaria cordata)*, duck potato *(Saggitaria lancifolia)* and umbrella grass *(Fuirena squarrosa)*, and wild elderberry *(Sambucus canadensis)*. The vegetation occurring within the uplands includes saw palmetto *(Serenoa repens)*, loblolly pine *(Pinus taeda)*, longleaf pine *(Pinus lustris)*, slash pine *(Pinus elliotti)*, oaks *(Quercus virginiana, Q. laurifolia)*, bahiagrass *(Paspalum notatum)*, cabbage palm *(Sabal palmetto)*, common ragweed *(Ambrosia artemisiifolia)*, prickly pear cactus *(Opuntia phaeacantha)*, caesarweed *(Urena lobata)*, Virginia creeper *(Parthenocissus quinquefolia)*, muscadine grapevine *(Vitis rotundifolia)*, wax myrtle *(Myrica cerifera)* and dog fennel *(Eupatorium capillifolium).* The wetlands and uplands will be preserved via a conservation easement dedicated to the District. The following wetland and upland preservation criteria will be utilized for on-site mitigation:

Success Criteria

As part of the activities that are designed to achieve the functional gains indicated in the UMAM Analysis, the success criteria for the wetland and upland preservation will consist of the following:

Wetland Preservation

Greater than 85 percent coverage by desirable species after 5 years,
Less than 5 percent areal coverage by nuisance and/or exotic species.

Upland Preservation

Greater than 85 percent coverage by desirable species after 5 years,
Less than 5 percent areal coverage by nuisance and/or exotic species.

The wetland and upland preservation areas will be monitored on a bi-annual basis so that nuisance and exotic species, per the 2011 FLEPPC list, do not exceed 5% areal coverage in the conservation areas. Maintenance will be implemented on a quarterly basis with the goal of the event being the elimination the exotic component (i.e., 0% after event). Additionally, these areas will be placed under a conservation easement dedicated to the District.

The monitoring will consist of general qualitative observations in the wetland and upland preservation areas. A summary of the data collected will be included in an annual report submitted to the District each year in April. The recorded data obtained from the vegetative monitoring will be provided to the District in report form and will be submitted on an annual basis. Reports will include the following:

A. The dates and time of the monitoring event.
B. The person responsible for performing the measurements.
C. The analytical techniques or methods utilized.
D. The results of such analyses including:
    1. Status of invader species
    2. Coverage by wetland and FACW vegetation.
    3. A description of any problems encountered during evaluation and proposed solutions.
    4. Photographs of the area.

In addition to the vegetative portion of the monitoring to be conducted, wildlife information will also be gathered and described in the report.

Success Criteria

The success criteria for the on-site wetland and upland preservation areas will consist of greater than 85 percent coverage by desirable species after 5 years, and less than 5 percent areal coverage by nuisance and/or exotic species in the wetland.

Monitoring Schedule

The schedule for the mitigation activities associated with the plan is as follows:

March 31, 2018	Time Zero Monitoring Event
April 30, 2018	Time Zero Monitoring Report Due
September 30, 2018	Bi-annual Monitoring Event
March 31, 2019	Bi-annual Monitoring Event
April 30, 2019	First Annual Monitoring Report Due
September 30, 2019	Bi-annual Monitoring Event
March 31, 2020	Bi-annual Monitoring Event
April 30, 2020	Second Annual Monitoring Report Due
September 30, 2020	Bi-annual Monitoring Event
March 31, 2021	Bi-annual Monitoring Event
April 30, 2021	Third Annual Monitoring Report Due
September 30, 2021	Bi-annual Monitoring Event
March 31, 2022	Bi-annual Monitoring Event
April 30, 2022	Fourth Annual Monitoring Report Due
September 30, 2022	Bi-annual Monitoring Event
March 31, 2023	Bi-annual Monitoring Event
April 30, 2023	Fifth Annual Monitoring Report Due

EXHIBIT 6

DEED OF CONSERVATION EASEMENT
STANDARD

Prepared by:
VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

Return original or certified recorded document to:
VK Avalon Groves LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 2017, by Avalon Groves Community Development District, a local unit of special-purpose government and VK Avalon Groves LLC, a Delaware limited liability company ("Grantors") whose mailing addresses are 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 to St. John's River Water Management District ("Grantee"). As used herein, the term "Grantors" shall include any and all heirs, successors or assigns of the Grantors, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantors are the fee simple owner of certain lands situated in Lake County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 135777-8 ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantors, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantors, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantors grant this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantors desire to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantors, the adequacy and receipt of which are hereby acknowledged, Grantors hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantors, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan, if any, which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantors at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantors shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. Grantors' Reserved Rights. Grantors reserve all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. Grantee's Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantors, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. Taxes. When perpetual maintenance is required by the Permit, Grantors shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms and Restrictions. Grantors shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantors divest itself of any interest in the Conservation Easement.

12. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Lake County, Florida.

14. Recordation. Grantors shall record this Conservation Easement in timely fashion in the Official Records of Lake County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantors shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantors will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantors, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantors hereby covenants with Grantee that Grantors is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantors have good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, VK Avalon Groves LLC and Avalon Groves Community Development District ("Grantors") has hereunto set its authorized hand this _____ day of _____, 2017.

GRANTORS:

Signed, sealed and delivered in our
our presence as witnesses:

By: _____

Name: _____

By: _____

Name: _____

VK AVALON GROVES LLC,
a Delaware limited liability company

By: VK JV1 LLC
Its: Manager

By: VK JV1 Funding LLC
Its: Manager

By: The Kolter Group LLC
Its: Manager

By: _____
Name: James Harvey
Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this day of _____, 2017, before me, the undersigned notary public, personally appeared James Harvey, the person who subscribed to the foregoing instrument, as the Authorized Signatory, of VK Avalon Groves LLC, a Delaware limited liability company and acknowledged that he executed the same on behalf of said limited liability company corporation, and the he was duly authorized to do so. He is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____
(Signature)

My Commission Expires: _____

_____
(Name)

Signed, sealed and delivered in our

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
a local unit of special-purpose government

By: _____

Name: _____

By: _____

Name: _____

By: _____
Name: James Harvey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this day of _____, 2017, before me, the undersigned notary public, personally appeared James Harvey, the person who subscribed to the foregoing instrument, as the Chairman, Board of Supervisors, of Avalon Groves Community Development District and acknowledged that he executed the same on behalf of said limited liability company corporation, and the he was duly authorized to do so. He is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

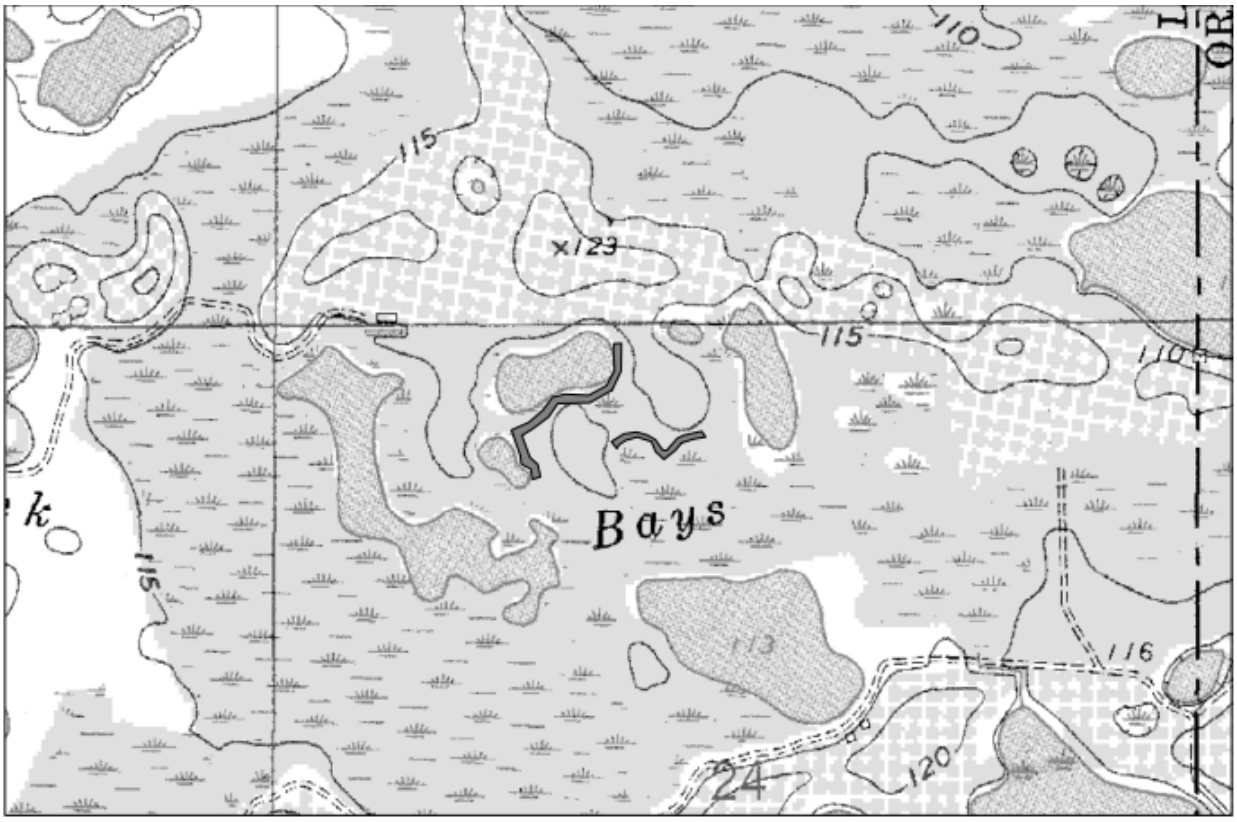
_____
(Signature)

My Commission Expires: _____

_____
(Name)

EXHIBIT A
Property

Location Map



Bio-Tech Consulting Inc.
Environmental and Permitting Services
3025 E. South Street Orlando, FL 32803
Ph: 407-894-5969 Fax: 407-894-5970
www.bio-techconsulting.com

Serenoa Amenity Center
Lake County, Florida
Conservation Easement
Location Map

N
W E
S

1,200 Feet

Project #: 588-11
Produced By: STC
Date: 8/15/2017

EXHIBIT B
Conservation Easement Area

(see attached)

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT A

DESCRIPTION: A parcel of land lying in Section 24, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, N.89°56'08"E., a distance of 1,931.90 feet; thence S.00°03'52"E., a distance of 119.65 feet to the **POINT OF BEGINNING**; thence N.62°08'16"E., a distance of 26.43 feet; thence S.10°44'10"W., a distance of 32.58 feet; thence S.04°27'07"W., a distance of 10.77 feet; thence S.02°43'15"E., a distance of 64.75 feet; thence S.06°34'26"E., a distance of 49.36 feet; thence S.29°55'07"W., a distance of 113.73 feet; thence S.60°38'17"W., a distance of 64.93 feet; thence S.56°35'42"W., a distance of 60.22 feet; thence N.86°37'35"W., a distance of 73.93 feet; thence N.89°46'41"W., a distance of 6.79 feet; thence N.00°13'19"E., a distance of 25.00 feet; thence S.89°46'41"E., a distance of 7.48 feet; thence S.86°37'35"E., a distance of 77.92 feet; thence N.60°38'17"E., a distance of 104.58 feet; thence N.29°55'07"E., a distance of 104.66 feet; thence N.06°34'26"W., a distance of 44.92 feet; thence N.02°43'15"W., a distance of 96.39 feet to the POINT OF BEGINNING.

Containing 0.181 acres, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

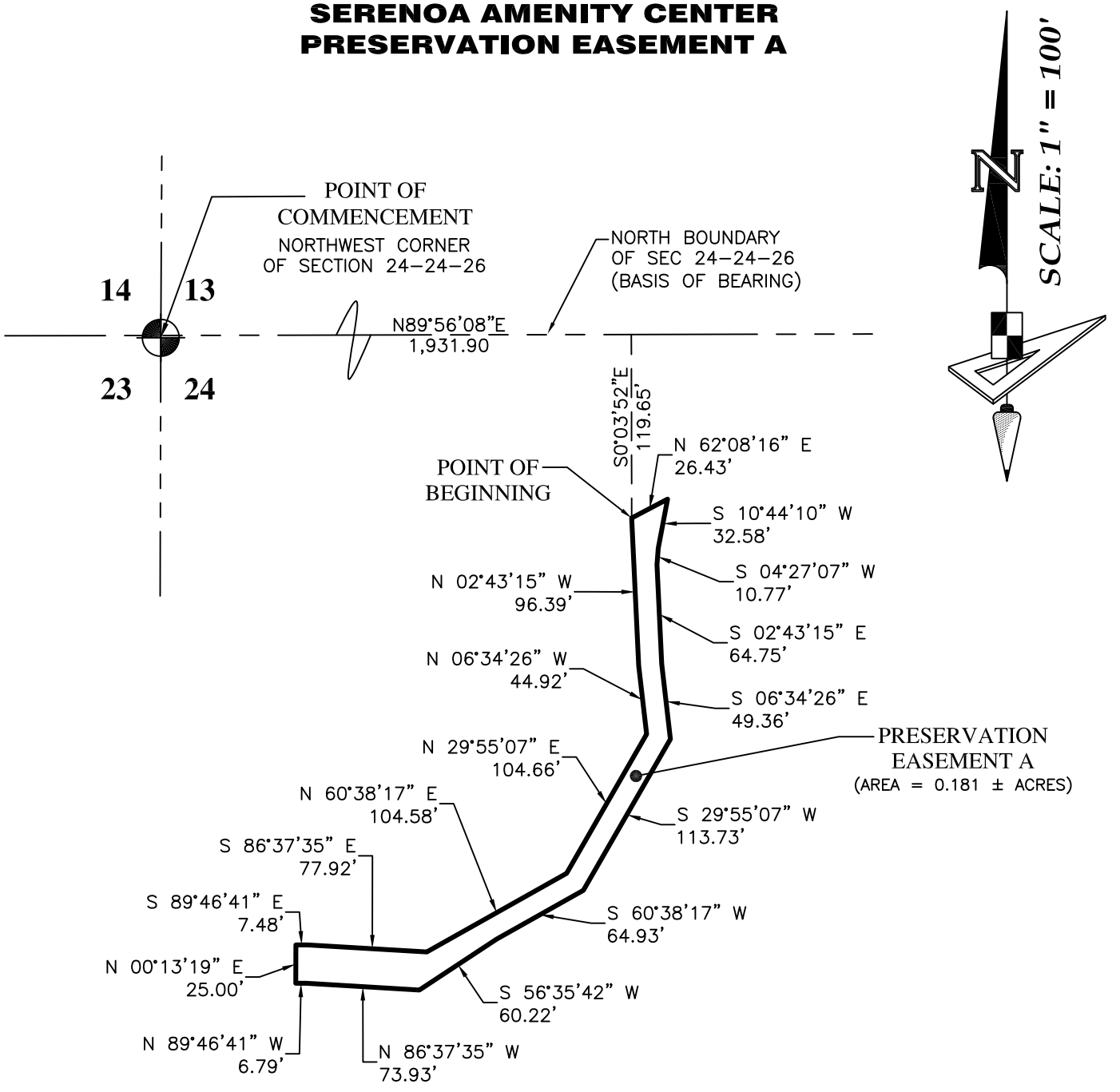
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GeoPoint Surveying, Inc.
555 Winderley Place, Ste 109
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn:JE	Date: 10/16/17	Data File: ----------
Check:JDL	P.C.: N/A	Field Book: ----------
Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT A



SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

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DESCRIPTION SKETCH
(Not a Survey)

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Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT B

DESCRIPTION: A parcel of land lying in Section 24, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, N.89°56'08"E., a distance of 1,698.69 feet; thence S.00°03'52"E., a distance of 397.62' feet to the **POINT OF BEGINNING**; thence S.00°13'19"W., a distance of 25.00 feet; thence N.89°46'41"W., a distance of 50.32 feet; thence S.75°25'59"W., a distance of 55.33 feet; thence S.21°06'14"W., a distance of 68.70 feet; thence N.78°10'07"W., a distance of 27.83 feet; thence S.50°06'30"W., a distance of 17.42 feet; thence S.50°32'40"W., a distance of 84.20 feet; thence N.39°27'20"W., a distance of 15.00 feet; thence N.50°32'40"E., a distance of 86.93 feet; thence N.36°31'24"E., a distance of 97.33 feet; thence N.75°25'59"E., a distance of 67.41 feet; thence S.89°46'41"E., a distance of 53.56 feet to the POINT OF BEGINNING.

Containing 7,069 square feet, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

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FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

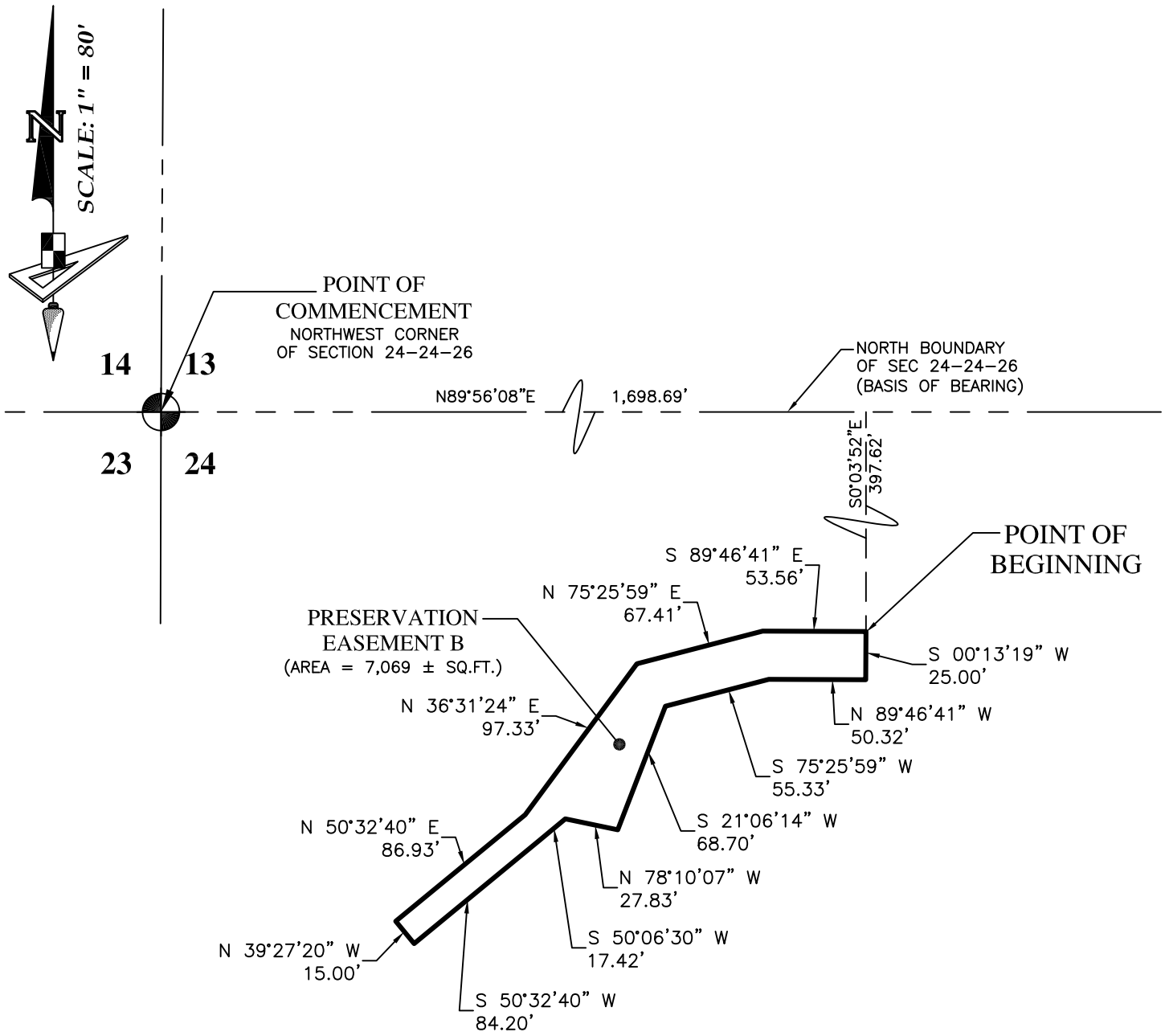
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Section: 24 Twn. 24 S Rng. 26 E		Job #:----------	

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT B



SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT C

DESCRIPTION: A parcel of land lying in Section 24, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, N.89°56'08"E., a distance of 1,446.95 feet; thence S.00°03'52"E., a distance of 553.89' feet to the **POINT OF BEGINNING**; thence S.39°27'20"E., a distance of 15.00 feet; thence S.50°32'40"W., a distance of 6.96 feet; thence S.65°50'37"W., a distance of 98.40 feet; thence S.16°49'38"E., a distance of 65.88 feet; thence S.23°26'05"E., a distance of 84.53 feet; thence S.02°48'07"E., a distance of 35.00 feet; thence S.63°01'37"E., a distance of 43.16 feet; thence S.54°08'11"E., a distance of 16.10 feet; thence S.10°03'05"E., a distance of 79.69 feet; thence S.41°02'17"W., a distance of 81.03 feet; thence S.58°44'47"E., a distance of 79.94 feet; thence S.70°18'27"E., a distance of 62.41 feet; thence S.83°17'58"E., a distance of 78.21 feet; thence N.86°48'43"E., a distance of 83.38 feet; thence S.54°04'14"E., a distance of 67.77 feet; thence S.61°29'31"W., a distance of 16.63 feet; thence N.54°04'14"W., a distance of 55.26 feet; thence S.86°48'43"W., a distance of 79.35 feet; thence N.83°17'58"W., a distance of 81.22 feet; thence N.70°18'27"W., a distance of 65.63 feet; thence N.58°44'47"W., a distance of 99.26 feet; thence N.41°02'17"E., a distance of 91.67 feet; thence N.10°03'05"W., a distance of 68.17 feet; thence N.63°01'37"W., a distance of 58.41 feet; thence N.02°48'07"W., a distance of 40.97 feet; thence N.23°26'05"W., a distance of 82.67 feet; thence N.16°49'38"W., a distance of 79.94 feet; thence N.65°50'37"E., a distance of 109.58 feet; thence N.50°32'40"E., a distance of 4.94 feet to the POINT OF BEGINNING.

Containing 0.310 acres, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

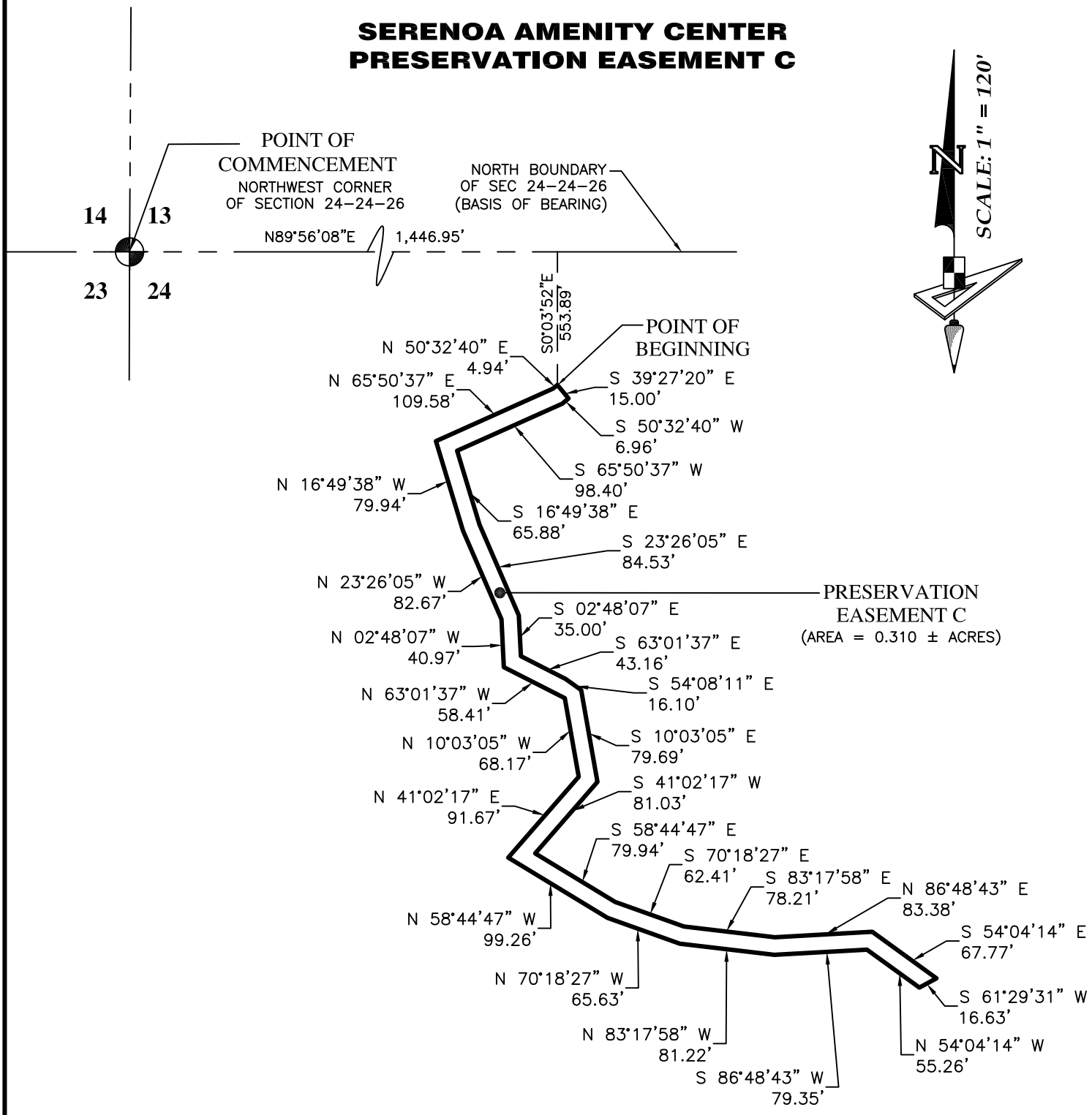
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Check:JDL	P.C.: N/A	Field Book: ----------
Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT C



SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
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Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT D

DESCRIPTION: A parcel of land lying in Section 24, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, N.89°56'08"E., a distance of 2,071.45 feet; thence S.00°03'52"E., a distance of 628.64 feet to the **POINT OF BEGINNING**; thence S.74°08'45"E., a distance of 38.38 feet; thence S.22°28'42"E., a distance of 8.92 feet; thence S.74°08'45"E., a distance of 45.15 feet; thence S.23°00'16"E., a distance of 59.27 feet; thence S.49°41'21"E., a distance of 20.64 feet; thence S.29°56'31"W., a distance of 9.70 feet; thence N.46°03'42"W., a distance of 24.33 feet; thence N.23°00'16"W., a distance of 57.34 feet; thence N.74°08'45"W., a distance of 81.30 feet; thence S.76°25'58"W., a distance of 59.27 feet; thence S.58°51'08"W., a distance of 61.16 feet; thence S.24°51'02"W., a distance of 85.66 feet; thence S.09°21'46"E., a distance of 82.46 feet; thence S.52°44'19"E., a distance of 53.59 feet; thence S.36°45'08"E., a distance of 58.82 feet; thence S.61°29'31"W., a distance of 15.16 feet; thence N.36°45'08"W., a distance of 54.54 feet; thence N.52°44'19"W., a distance of 57.45 feet; thence N.09°21'46"W., a distance of 92.09 feet; thence N.18°03'34"E., a distance of 4.67 feet; thence N.25°56'41"E., a distance of 0.77 feet; thence N.24°55'18"E., a distance of 90.41 feet; thence N.58°51'08"E., a distance of 67.87 feet; thence N.76°25'58"E., a distance of 65.53 feet to the POINT OF BEGINNING.

Containing 7,872 square feet, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

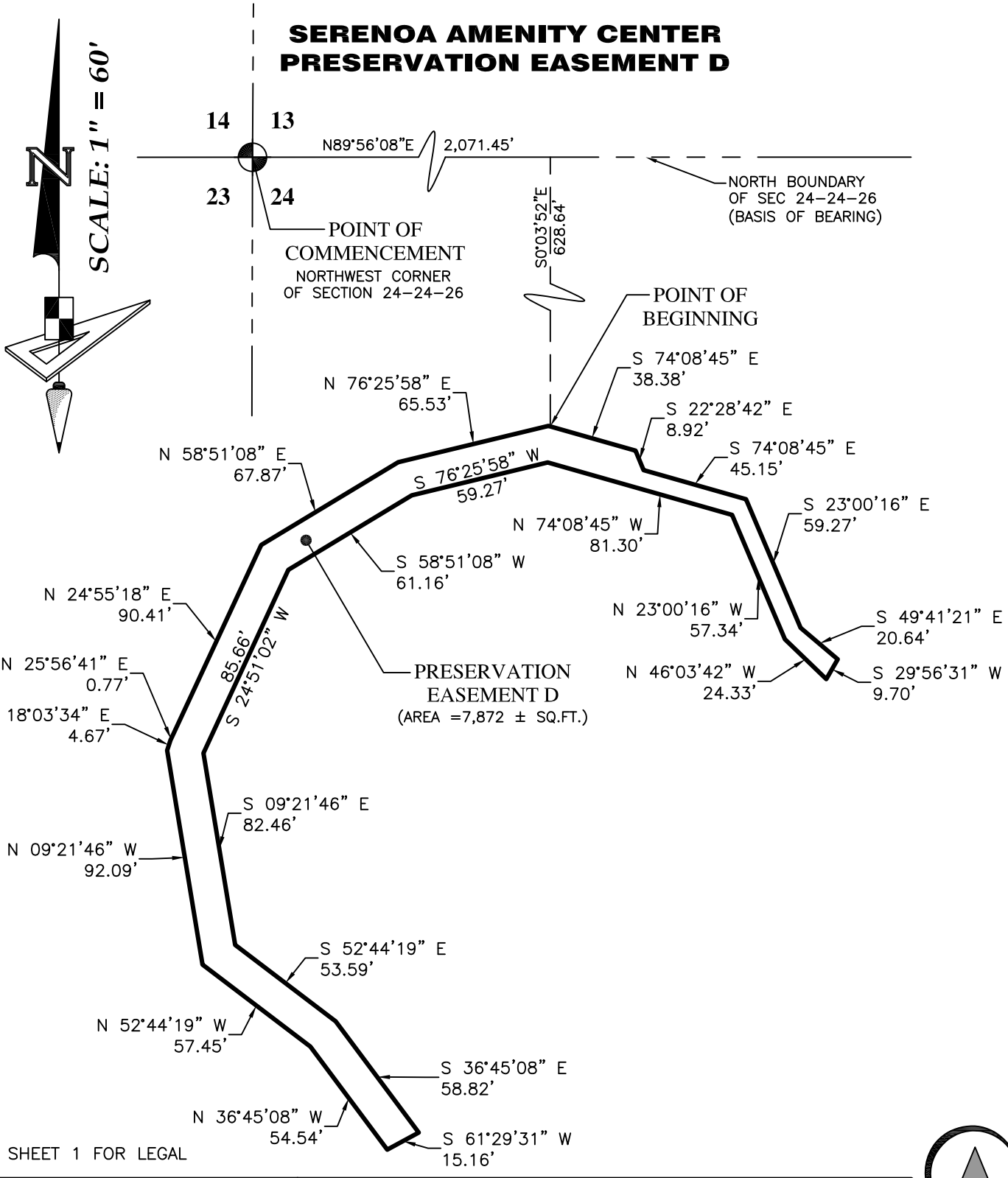
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Check:JDL	P.C.: N/A	Field Book: ----------
Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT D



SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
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Check:JDL	P.C.: N/A	Field Book: ----------
Section: 24 Twn. 24 S Rng. 26 E		Job #:----------

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT E

DESCRIPTION: A parcel of land lying in Section 24, Township 24 South, Range 26 South, Lake County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 24, run thence along the North boundary of said Section 24, N.89°56'08"E., a distance of 2,434.04 feet; thence S.00°03'52"E., a distance of 638.26 feet to the **POINT OF BEGINNING**; thence S.28°30'29"E., a distance of 9.20 feet; thence S.81°21'54"W., a distance of 36.40 feet; thence S.72°58'22"W., a distance of 77.34 feet; thence S.42°03'52"W., a distance of 76.39 feet; thence S.51°36'48"W., a distance of 65.46 feet; thence N.46°03'42"W., a distance of 31.78 feet; thence N.31°20'07"E., a distance of 10.89 feet; thence S.49°41'21"E., a distance of 25.16 feet; thence N.54°20'05"E., a distance of 54.14 feet; thence N.42°03'52"E., a distance of 77.75 feet; thence N.72°58'22"E., a distance of 80.06 feet; thence N.80°14'45"E., a distance of 33.95 feet to the POINT OF BEGINNING.

Containing 2,432 square feet, more or less.

SEE SHEET 2 FOR SKETCH

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

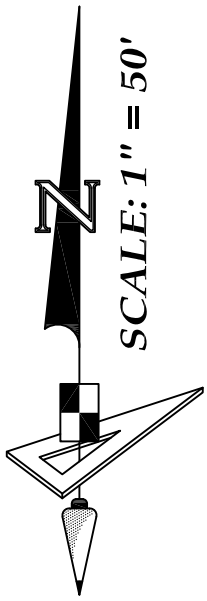
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Check:JDL	P.C.: N/A	Field Book: ----------	
Section: 24 Twn. 24 S Rng. 26 E		Job #:----------	

EXHIBIT "B"

SERENOA AMENITY CENTER
PRESERVATION EASEMENT E



SEE SHEET 1 FOR LEGAL

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 2 Sheets

Prepared For: VK AVALON GROVES, LLC

DESCRIPTION SKETCH
(Not a Survey)

James D. LeViner
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

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EXHIBIT 7

MAINTENANCE AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA AND
THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
FOR SAWGRASS BAY BOULEVARD

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida (the "County") and the Avalon Groves Community Development District, a local unit of special purpose government created under Florida law (the "CDD"), together the "Parties".

WITNESSETH

WHEREAS, the County and Avalon Groves, LLC doing business as Avalon Groves of Florida, LLC ("Avalon Groves") entered into a Roadway Improvement Agreement regarding roadway improvements extending Sawgrass Bay Boulevard east through the Avalon Groves' property to the Lake/Orange County line ("Sawgrass Bay Boulevard Extension Project"); and

WHEREAS, Avalon Groves, LLC on October 12, 2016, assigned its development rights, including the Roadway Improvement Agreement, to VK Avalon Groves, LLC, a foreign limited liability company authorized to do business in the State of Florida ("VK Avalon Groves"); and

WHEREAS, VK Avalon Groves is the owner of real property located near Sawgrass Bay Boulevard in Lake County, Florida and intends to construct improvements in the area as set forth in Planned Unit Development (PUD) Ordinance 2016-20, adopted by the Lake County Board of County Commissioners on May 27, 2016; and

WHEREAS, by way of Chapter 190, Florida Statutes and Ordinance No. 2016-16 adopted by the Lake County Board of County Commissioners, the Avalon Groves Community Development District (the "CDD") was established for the benefit of Avalon Groves' property, the PUD development, and the surrounding common areas; and

WHEREAS, the County and the CDD find it in the best interest of both Parties to enter into an agreement setting forth the obligations concerning landscaping and maintenance of the rights-of-way, easements and stormwater ponds near Sawgrass Bay Boulevard in Lake County, Florida.

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct, and are hereby incorporated as a material part of this Agreement as if fully set forth herein.

2. **Agreement**.

A. Landscaping Plan. The CDD will be responsible for preparing and submitting to the County plans and specifications concerning landscaping and irrigation, and related improvements (e.g., landscape lighting, sprinkler lines and heads, pumps, wells, etc.) (together, "Improvements") in the rights-of-ways, easements and stormwater ponds, including any roadway medians, in and around Sawgrass Bay Boulevard. The County shall review and approve the plans and specifications, or advise the CDD in writing of those changes to the plans and specifications

which will result in the County's approval. Once approved and agreed to by the Parties, the plans and specifications shall become a material part of this Agreement. The plans and specifications and installation may be modified though the mutual written agreement of the District Manager of the CDD and the County Manager or designee.

B. Maintenance. The CDD, at its cost, agrees to install ~~landscaping~~ the Improvements pursuant to the plans and specifications agreed to by the Parties and maintain the ~~landscaping and irrigation~~Improvements in the areas identified in **Attachment "A"**, attached hereto and incorporated herein ("landscaped areas"). This duty to maintain the landscaped areas shall be with the CDD and any of its successors or assignees in interest. For purpose of this Agreement, 'maintenance' includes, but is not limited to, mowing, edging, trimming and irrigating. The CDD will also replace, at its cost, any and all dead or damaged landscaping, as needed. During installation of the landscaping and irrigation and maintenance, the CDD, its contractors or employees will protect any structures, utilities, signs and infrastructure that the County owns or has an interest in and the CDD shall repair, replace or make good on the damage incurred. In the event of landscaping causing a traffic or other safety issue, as reasonably determined by the County, the CDD shall make corrections to remove the unsafe condition immediately. The County reserves the right to remove or maintain landscaping it reasonably deems a safety hazard to vehicles, pedestrians, or bicycle traffic, and shall not be responsible for the replacement of said landscaping.

C. Right-of-Way Utilization Permit. In consideration of this Agreement, the County agrees to allow the CDD, its contractors and employee to enter the County owned property for the limited purpose of fulling it obligations under this Agreement. The CDD shall submit to the County Right-of-Way Utilization Permit application(s) for approval prior to installation, irrigation and construction of ~~landscape amenities~~the Improvements. The CDD will be responsible for relocating, at its cost, any irrigation system part or landscaping, including signs/pillars/structure, that conflict with the Right-of-Way Utilization Permit(s) approved by the County or the landscaping plans and specifications agreed to by the Parties. Whenever necessary for construction, maintenance, operation or alternation of the right-of-way and landscaped areas, as reasonably determined by the County, the landscaping authorized by this Agreement and/or the above described Right-of-Way Utilization Permit(s), will be removed or relocated, at the expense of the CDD. The County shall not be responsible for any damage to any sign/pillar/structure placed in the right-of-way or median by the CDD, its contractor or employees, whether at fault of the CDD or a third-party.

D. Land Use Approvals. Landscaping shall be consistent with the requirements set forth in PUD Ordinance No. 2016-20, as amended. The Parties agree that entry of this Maintenance Agreement does not grant, assure or indicate any land use, zoning, subdivision or development approvals to the CDD, VK Avalon Groves, or any third party not a formal party hereto.

E. Future Roadway Expansion. The Parties acknowledge that as part of the Roadway Improvement Agreement between Lake County, Florida and Avalon Groves, LLC for Sawgrass Bay Boulevard, VK Avalon Groves, as assignee, is currently constructing Phase I and II of the Sawgrass Bay Extension Project. VK Avalon Groves is constructing the first two (2) lanes of the Sawgrass Bay Boulevard Extension Project and is grading the alignment for a future four (4) lane design. In the event that ~~the County,~~ VK Avalon Groves~~, its assignee or a third party~~ constructs the additional (2) lanes of the Sawgrass Bay Boulevard Extension Project, the CDD and the County may later in their respective sole discretion enter into a further agreement regarding responsibility for the ~~agrees, at the request of the County, to provide a revised~~

~~landscaping plan, and pay the~~ costs of future landscaping and irrigation associated with the lane widening~~, at the cost of the CDD~~. ~~The CDD agrees to continue to maintain the areas during construction and after completion of all four (4) lanes of the Sawgrass Bay Boulevard Extension Project.~~

F. Additional Landscaped Areas. Although this Agreement identifies specific landscaped areas, it is agreed that the County and the CDD may agree to additional areas upon written amendment.

3. Term of Agreement and Termination. This Agreement shall be effective on the date on which this Agreement is executed by the last party hereto. If the CDD is unable to obtain all necessary approvals for the installation of landscaping or irrigation from the County or any other governmental agency, the CDD shall not be liable for, and the County will not seek damages or specific performance of this Agreement. If the CDD fails to start installation of landscaping or irrigation within four (4) years from the effective date of this Agreement, this Agreement shall be null and void. In the event the CDD fails to complete its obligations hereunder ~~by the County~~, the County may send written notice to the CDD of the default. If the default is not remedied to the satisfaction of the County, the County may terminate this Agreement. Either Party, with or without cause, may terminate this Agreement upon sixty (60) days written notice to the other Party. Upon termination or default by either party, the County reserves the right to remove or maintain landscaping and irrigation it so chooses and the County shall not be responsible for the replacement of said landscaping.

4. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

5. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via US mail express, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

COUNTY	CDD
County Manager Lake County P.O. Box 7800 Commons, Suite 340 Tavares, Florida 32778	Avalon Groves Community Develop Dist. c/o DPFG Management & Consulting LLC ~~15310 Amberly Drive~~ 1060 Maitland Center ~~Tampa, Florida 33647~~ Maitland, Florida 32751

cc: County Engineer
Lake County Public Works
P.O. Box 7800
Tavares, Florida 32778

6. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

7. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

8. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

~~8.~~

9. **Construction of Agreement**. This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

10. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, the CDD shall comply with the Florida Public Records' laws, and shall:

a. Keep and maintain public records required by the County to perform the service.

b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CDD does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CDD or keep and maintain public records required by the County to perform the service. If the CDD transfers all public records to the County upon completion of the contract, the CDD shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CDD keeps and maintains public records upon completion of the contract, the CDD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CDD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CDD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, ATTN: FRED SCHNEIDER, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY,

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FLORIDA, OR 352-253-6000 OR VIA EMAIL AT FSCHNEIDER@LAKECOUNTYFL.GOV.

11. Records and Audits. The CDD shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the CDD's place of business at all reasonable times during the term of this Agreement.

12. Equal Opportunity Employment. The CDD agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

13. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

14. Assignment. This Agreement and all of the rights, obligations and responsibilities hereunder, shall not be assignable without the prior approval of such assignment by any other party to this Agreement. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement. In the event of the dissolution of the CDD, the CDD shall immediately notify the County.

15. Indemnity. Subject to Section 16 of this Agreement, and subject to any other limitations under Florida law, the CDD shall protect, defend, indemnify, and hold harmless, the County, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the CDD itself, its agents, employees, or representatives in the performance of its obligations under this Agreement.

~~15.~~16. **Sovereign Immunity.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

~~16.~~17. **Governing Law**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida and venue shall be in Lake County, Florida.

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IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and CDD, signing by and through its Chairman.

CDD

ATTEST:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
Printed Name:_____

_____
James Harvey, Chairman

_____
Printed Name:_____

_____
Jere Earlywine
Hopping Green & Sams, P.A.
District Counsel

COUNTY

LAKE COUNTY, FLORIDA through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

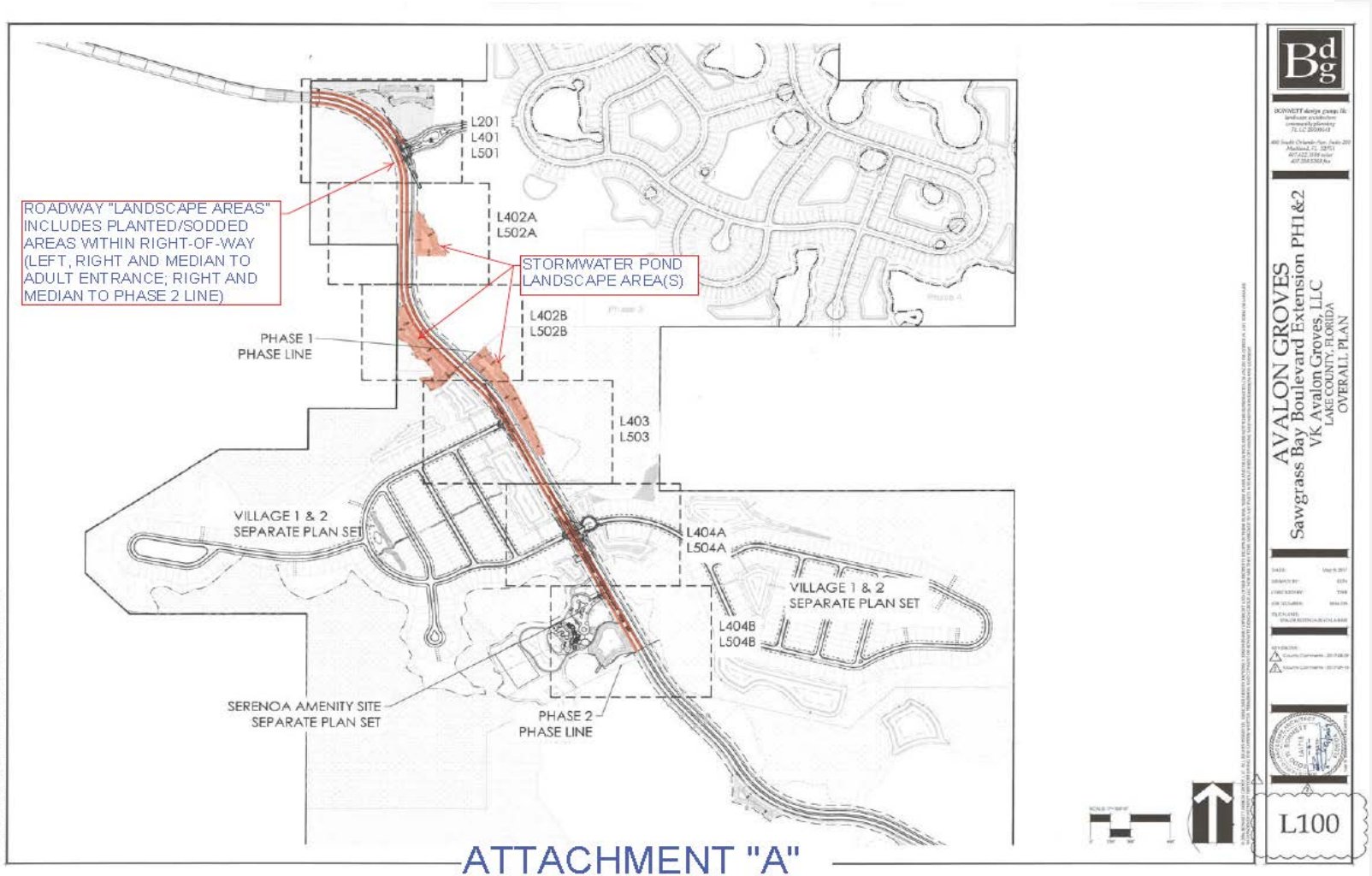
_____
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____
Timothy I. Sullivan, Chairman

This _____ day of _____, 2017.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney



ATTACHMENT "A"

EXHIBIT 8

AVALON GROVES CHANGE ORDER ANALYSIS

SERENOA VILLAGES 1&2 - Phase 1A

Contract	Amount	Board Approved/Notes
Original Contract	$ 2,725,756.65	
Change Order 1 - Add Turn Lanes to Villages	$ 73,828.00	8/24/2017
Total Contract TO Date	$ 2,799,584.65	Agrees to 10/30/2017 Pay App
UNAPPROVED CHANGE ORDERS		
Change Order 2 - Speed Bumps	$ 18,700.00	Pending Engineer/Board Approval
Total Contract After Approval	$ 2,818,284.65	

SAWGRASS BAY PHASE - 1&2

Original Contract	$ 2,300,228.53	
Change Order 1 - Paving Eastbound Lanes-Active Adult	$ 214,768.80	8/24/2017
Change Order 2 - Reconstruction	$ 681,773.00	10/26/2017
Total Contract TO Date	$ 3,196,770.33	Agrees to 10/30/2017 Pay App
UNAPPROVED CHANGE ORDERS		
Change Order 3 - Deduct from scope of work	$ (5,469.00)	Pending Engineer/Board Approval
Total Contract After Approval	$ 3,191,301.33	

Change Order
No. _2_

Date of Issuance: November 20, 2017 Effective Date: November 20, 2017

Project: Serenoa Villages 1&2, Phases 1A	District: Avalon Groves Community Development District	District's Contract No.:
Contract: Contractor Agreement		Date of Contract: March 23, 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 additional scope of work, as further described Exhibit A.**

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$2,725,756.65

Increase from previously approved Change Orders No.__1__ to No.__1____:

+73,828.00

Contract Price prior to this Change Order:

$2,799,584.65

Increase of this Change Order:

$18,700.00

Contract Price incorporating this Change Order:

$2,818,284.65

CHANGE IN CONTRACT TIMES: N/A

Original Contract Times: Working days Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Decrease from previously approved Change Orders No._____ to No._____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

Recommended by: **HEIDT DESIGN**

District Engineer

ACCEPTED:
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: _____

Date: _____

ACCEPTED:
JON M. HALL COMPANY

By: _____
Keith Carson

Title: President

Date: 12.12.17

EXHIBIT A

JON M. HALL COMPANY
Site Development Since 1974

PROPOSAL DATE:	11/8/2017		RCO # 05

PROJECT: SERENOA VILLAGE Ph 1A
OWNER: Avalon Groves CDD

PROPOSAL SUBMITTED TO:		
Avalon Groves CDD		
MAILING ADDRESS	E-MAIL	
c/o DPFG, 1060 Maitland Center Commons, Suite 340	csmith@kolter...com	
CITY, STATE, ZIP:	PHONE	ATTN:
Maitland, FL 32751	**813-615-1244**	**Candice Smith**

SCOPE OF WORK: Speed Bumps for Serenoa Village

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.01	05.200	Speed Bumps for Serenoa Villages	4	EA	$ 3,800.00	$ 15,200.00
1.02	05.500	Striping for Speed Bumps	1	LS	$ 3,500.00	$ 3,500.00

	TOTAL	$	18,700

Change Order
No. 3

Date of Issuance: **November 20, 2017** Effective Date: **November 20, 2017**

Project: **Sawgrass Bay Phase 1&2**	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 provides a deduct from the scope of work as further described Exhibit A.**

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$2,902,255.00

***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).**

Increase from previously approved Change Orders:

No 1.: $214,768.80
No. 2: $681,773.00

Contract Price prior to this Change Order:

$3,196,770.80

Decrease of this Change Order:

($5,469.00)

Contract Price incorporating this Change Order:

$3,191,301.80

CHANGE IN CONTRACT TIMES: N/A

Original Contract Times: Working days Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Decrease from previously approved Change Orders No.____ to No.____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

Recommended by:

District Engineer

ACCEPTED:
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: _____

Date: _____

ACCEPTED:
JON M. HALL COMPANY

By: _____

Title: Keith Carson President

Date: 12-12-17

EXHIBIT A

JON M. HALL
COMPANY
Site Development Since 1974

PROPOSAL DATE:	11/3/2017		RCO # 15

PROJECT: Sawgrass Bay Blvd
OWNER: Avalon Groves CDD

PROPOSAL SUBMITTED TO:
Avalon Groves CDD

MAILING ADDRESS	E-MAIL	
c/o DPFG, 1060 Maitland Center Commons, Suite 340	csmith@kolter.com	
CITY, STATE, ZIP:	PHONE	ATTN:
Maitland, FL 32751	**813-615-1244**	**Candice Smith**

SCOPE OF WORK: Credit for Seed and Mulch in the CSA 1-8

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.01	12.100	Seed and Mulch	-15,625	SY	$ 0.35	$ (5,469)

	TOTAL	$	(5,469)

EXHIBIT 9

U.S. LAWNS®
Your Turf. Our Lawn.

October 6, 2017

District, Avalon Groves CDD
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

U.S. LAWNS
Your Turf. Our Lawn.

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

U.S. LAWNS
Your Turf. Our Lawn.

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.

U.S. LAWNS
Your Turf. Our Lawn.

Pricing Summary
Core Services

	Standard Package
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

U.S. LAWNS®
Your Turf. Our Lawn.

SERVICE CALENDAR

SERVICE MONTH	1	2	3	4	5	6	7	8	9	10	11	12	Total
Mow, Trim, Blow	1	1	1	2	2	2	2	2	2	1	1	1	**18**
Litter Removal	1	1	1	2	2	2	2	2	2	1	1	1	**18**
Hard Edging	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Weed Plant Beds	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Bed Edging	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Prune/Shear Shrubbery	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Prune Trees	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Palm Pruning	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Fertilize Trees	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Fertilize Shrubbery	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Fertilize Turf	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Insect Control	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Install Mulch	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Seasonal Color Install	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Irrigation Inspections	0	0	0	0	0	0	0	0	0	0	0	0	**0**

U.S. LAWNS®
Your Turf. Our Lawn.

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

_____
Luis Silva, General Manager

Date: _____

Approved and accepted for:

By: _____

Date: _____

U.S. LAWNS
Your Turf. Our Lawn.

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

_____
Luis Silva, General Manager

Date: _____

Approved and accepted for:
District, Avalon Groves CDD

By: _____

Date: _____

U.S. LAWNS
Your Turf. Our Lawn.

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.

U.S. LAWNS
Your Turf. Our Lawn.

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:	Client Approval:
JHL Land Management LLC. d/b/a U.S. Lawns of Orlando	District, Avalon Groves CDD
4929 N Orange Blossom Trail Address	14025 Riveredge Drive Address
Orlando, FL 3281 City / State / Zip	Tampa, FL 33637 City / State / Zip:
By:_____ Signature	By:_____ Signature
Luis Silva Name	_____ Name
General Manager Title	_____ Title
_____ Date	_____ Date

U.S. LAWNS®
Your Turf. Our Lawn.

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®
Your Turf. Our Lawn.

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 10

Contractor Agreement

Effective Date:	September 5, 2017		
Owner:	Avalon Groves Community Development District		
	Address: c/o DPFG, 1060 Maitland Center Commons, Suite 340		
	City: Maitland		
	State: FL	**Zip:** 32751	
	Authorized Representative: Patricia Comings-Thibault, c/o DPFG		
Contractor:	**Full Legal Company Name:** Jon M. Hall		
	Vendor Number: Click here to enter text.		
	Contractor State License No.:		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: Click here to enter text.		
	Address: 1920 Booth Circle, Suite 230		**Phone:** 386-717-2217
	City: Longwood		**Fax:** 407-215-0411
	State: Florida	**Zip:** 32750	**Email:** razar@jonmhallcompany.com
	Authorized Representative: Click here to enter text.		**Cell Phone:** Click here to enter text.
Project:	Avalon Groves – Offsite Grading and Sod		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**City:** Clermont	**State:** Florida	**Zip:** Click here to enter text.

1. **Parties; Effective Date.** This Contractor Agreement ("**Agreement**") is between the above-identified Owner and Contractor, and is effective on the Effective Date set forth above. The above-identified Owner shall be deemed a third-party beneficiary of this Agreement with respect to any provision of this Agreement that benefits Project Owner. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Owner or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). Owner and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

Purpose of Agreement.

1.1 This Agreement is a **"LUMP SUM"** Agreement and sets forth the terms under which Owner may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to Owner in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by Owner in Specifications for the Project to complete the Serenoa Project in substantial conformance with plans and specifications as enumerated on Schedule "1" attached hereto. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.Contractor agrees to be bound to Owner by the terms of this Agreement and shall assume towards Owner all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of Owner. Additionally, Contractor agrees that nothing in any contract between Contractor and any sub-contractor shall prejudice or impair the rights of Owner contained in this Agreement.

2. Agreement Documents.

2.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b) Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Plans and Specifications; Exhibit B – Construction Schedule; Exhibit C – Trade Specific Scope of Work; Exhibit D – General Conditions; Exhibit E – Site Safety Rules N/A; Exhibit F – Emergency Action Plan; Exhibit G – Insurance Requirements; Exhibit H – Partial Waiver & Release of Lien; Exhibit I – Final Waiver & Release of Lien; Exhibit J – INTENTIONALLY OMITTED; Exhibit K – Sworn Statement Regarding Scrutinized Companies; Exhibit L – Sworn Statement Regarding Public Entity Crimes; and Exhibit M – Trench Safety Act Compliance Statement.

2.2 **THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN OWNER AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AND AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS AGREEMENT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.**

3. Ordering Process.

3.1 During the term of this Agreement, Owner may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings,

sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

3.2 If requested, Contractor may submit a bid or proposal to Owner in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by Owner) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by Owner, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "**Applicable Laws**"), or has brought to the immediate attention of Owner in writing any portion of the Work that does not so comply.

3.3 Contractor agrees that all Specifications, including copies thereof, are the property of Owner and are not to be used on other work, except as required for the Work or when permitted by an officer of Owner in writing. Owner shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to Owner upon completion of the Work.

3.4 During the term of this Agreement, Owner may make available to Contractor: (a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by Owner and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by Owner under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by Owner.

3.5 **Acceptance of Work.** If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

3.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by Owner shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to Owner. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify Owner in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

3.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

4. Initiation of Work.

4.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

4.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all permits required for Contractor to perform Work, other than general building permits, which shall be provided by Owner. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with Owner current copies of these documents to Owner before commencement of Work, and continually throughout the course of the Project should any of these changes in any manner.

4.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from Owner for the specific location.

4.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to Owner (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified Owner, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

4.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify Owner so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event, should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by Owner in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to Owner's review and acceptance. In addition, Contractor shall be liable and responsible to Owner if Contractor's Work results in problems, defects and/or delays in the work of other contractors or sub-contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent, Contractor fails to begin the cure within such 48-hour period, or thereafter fails to proceed diligently, then Owner may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by Owner or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate Owner for monies spent, then Contractor shall remit such deficit to Owner within 5 days of request therefore by Owner.

5. Performance and Progress of Work.

5.1 The Contractor has prepared and provided a Construction Schedule (the "**Schedule**") (attached hereto as Exhibit B) for the Project. The Schedule includes a "**Substantial Completion**" date for these improvements. Should Contractor fail to meet this completion date, Owner has the right to subtract Liquidated Damages Amounts as outlined in Section 5.11.

5.2 From time to time Owner may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. Owner may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. Owner may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

5.3 Upon request, Contractor shall identify to Owner in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Unless otherwise directed in writing by Owner, Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use Owner's equipment or facilities, Contractor shall reimburse Owner at a pre-determined rate prior to the use thereof.

5.4 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by Owner, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to Owner. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

5.5 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with Owner and other contractors and sub-contractors of Owner and/or other contractors so that there will be no delay or interference with the Work being performed by Owner and its contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 12.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other

legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle Owner to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

5.6 Owner shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against Owner caused by any delay for any cause whatsoever, even those delays caused by Owner and those delays for which Owner may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of Owner or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to Owner immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either Owner or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

5.7 Contractor shall give Owner immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide Owner with priority of supply and labor over any other customer of Contractor, at no additional cost to Owner. In addition, Owner may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If Owner exercises this option, then Contractor shall reimburse Owner for all of its Costs associated therewith, and Owner may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. Owner may also, at its sole discretion and option, utilize labor from a different contractor to perform the Work.

5.8 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of Owner, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("**Work Price**"), and no extension in the Construction Schedule, without first obtaining such prior written consent of Owner. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by Owner and Contractor. Should Owner so request, Contractor shall perform such additional Work so long as Owner agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by Owner and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

5.9 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed

thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner and their agents and employees shall not be held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by Owner, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to Owner in writing before the completion of their task and Owner must respond with its response to the request for an extension of time, which shall be at the Owner's sole discretion. Contractor's failure to give such written notice to Owner shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. A written change order signed by both parties is required to extend the Substantial Completion date. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

(b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by Owner from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of Owner, or by any agent or contractor employed by Owner, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against Owner arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

(c) Contractor shall maintain a rain gauge onsite and shall provide to Owner's Authorized Representative, on a weekly basis, a report of daily rain in inches and any days of work progress lost due to rain. Extension to the contract time for rain may only be granted to Contractor if the work being completed at that time was on the critical path of the Schedule and in excess of rain days allowed for in the Schedule and less than four (4) hours of work were completed on such rain day.

5.10 Contractor shall prepare and submit to Owner's Authorized Representative, on a weekly basis, site work progress maps that show weekly updates in the work completed on the Project plans and any modifications to the Schedule based on progress to date.

5.11 Should Contractor fail to perform any of its obligations as provided in this Section 5, then Owner shall have the right to subtract the amounts (the "**Liquidated Damage Amount(s)**") specified in this Section 5 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to Owner as a result of the default by Contractor under this Section 5 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following additional Liquidated Damage Amounts shall also apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $1,000.00 per day.

(b) Should Contractor fail to perform as outlined in this Section 5, the Liquidated Damage Amount shall be $1,000.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 5 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

6. Receipt and Protection of Materials; Protection of Work.

6.1 If requested or provided, Contractor and Owner shall sign-off on detailed take-offs provided by Contractor and/or Owner. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without Owner's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

6.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

6.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

6.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event, shall Owner be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of Owner), and Contractor shall indemnify and hold Owner harmless from any such claims. Contractor acknowledges and agrees that Owner owes no duty to protect Contractor's Work, Materials or tools, and if Owner uses the services of any security service that such services are for Owner's exclusive benefit and that Contractor shall not rely upon such services.

6.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by Owner, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

6.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to Owner for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

7. Quality, Inspection and Correction of Work.

7.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of Owner. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

7.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to Owner.

7.3 Contractor shall promptly correct all Work which Owner, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from Owner, take down all portions of the Work and remove same which Owner rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

7.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, Owner at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by Owner to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this Section 7.4(c), Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith.

8. Labor Matters.

8.1 In the performance of the Work, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

8.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, Owner and/or any other contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

8.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

9. General Environmental Compliance

9.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

9.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

9.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

9.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

9.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for Owner.

9.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from Owner, Owner may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the Owner to set-off against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse Owner the Costs of such correction immediately upon notice by Owner.

10. Storm Water Management.

10.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "**Clean Water Act**" or "**CWA**"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "**SWPPP**") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies,

relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

10.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact Owner's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by Owner to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by Owner regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

10.3 Contractor shall require Contractor's Agents to immediately notify Contractor and Owner of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by Owner, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

10.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

10.5 Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

10.6 Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, Owner shall have the right, in Owner's sole

and absolute discretion, to require Contractor to reimburse Owner for the Costs incurred by Owner to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses Owner for such Costs within 10 days after receiving Owner's written request for payment of the same, Contractor will be in default of this Agreement, and Owner shall have all rights and remedies available to Owner as a result of a Contractor default. Nothing in this Section 10.6 shall limit or modify in any way Contractor's obligations or Owner's rights under Section 10.1.

11. No Lien Rights

11.1 Contractor agrees that the Owner is a local unit of special purpose government and is not an "Owner" as defined in Section 713.01(23), Florida Statutes. Therefore, as against the Owner, any part of the Work or the Owner's property on which the Work is performed, there are no lien rights available to any person providing materials or services for improvements in connection with the Project. Contractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens to be filed or otherwise imposed on any part of the Work or the property on which the Work is performed.

11.2 [intentionally deleted]

11.3 [intentionally deleted]

11.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

11.5 [intentionally deleted]

11.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) [intentionally deleted]

12. Warranties; Warranty Work and Performance Standards.

12.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by Owner, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

12.2 Contractor warrants that the Work and all Materials, except Materials provided by Owner, incorporated into the Project shall be and remain free from defects or flaws from the date of Owner's acceptance of the Work through (a) 12 months after governmental acceptance of the Work or (b) such greater period as required by all applicable local, state and federal ordinances, law, rules and regulations (the longer of (a) and (b), the "**Warranty Period**"). In addition, upon Owner's acceptance of the Work, Contractor shall deliver and transfer to Owner any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

12.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by Owner, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to Owner. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse Owner for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, Owner, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay Owner, for all Costs related thereto, on demand.

12.4 If the Work and/or Materials, except Materials provided by Owner, are determined by Owner to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, Owner, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, Owner shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

13. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with Owner in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, Owner will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse Owner for all Costs incurred responding to and/or correcting any such defective Work.

14. Relationship Management.

14.1 Each party shall designate an individual to serve as its "**Authorized Representative**" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

14.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

14.3 Contractor shall maintain electronic communications with Owner via e-mail.

14.4 Contractor shall provide Owner with all reports, documentation and information as Owner reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by Owner including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

14.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with Owner in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on Owner; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from Owner or any Owner employee, and/or any third party acting on Owner's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to Owner of any of the foregoing upon Contractor's becoming aware of the same.

14.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify Owner in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any purchase order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any purchase order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon Owner's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to Owner all known details of the nature, circumstances, and disposition of any of the foregoing.

15. Goals, Continuous Improvement and Quality.

15.1 Contractor acknowledges that Owner's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with Owner in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

15.2 Contractor understands that Owner's selection of Contractor as a provider of Work is based in part on Owner's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or Owner. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist Owner in achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

15.3 If Contractor fails to perform Work properly, as determined by Owner in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to Owner, designed to ensure that Contractor will perform Work properly going forward.

16. Prices and Payment. THIRTY THOUSAND TWO HUNDRED FORTY DOLLARS ($30,240.00)

16.1 Contractor will perform the Work for a lump sum amount of ~~FIFTY-SIX THOUSAND SEVEN HUNDRED THIRTY THREE AND 60/100 DOLLARS ($56,733.60).~~ **THIS IS A LUMP SUM CONTRACT.** The Work Prices, Materials prices and/or other billing amounts shall not exceed the prices

agreed to between the parties, without the prior written consent of Owner. In addition, if Owner has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to Owner at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between Owner and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

16.2 Owner shall designate the methodology for payment to Contractor.

(a) If Contractor is instructed to submit invoices to Owner, then Contractor will remit invoices, and Owner will pay such invoices in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes. An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. Owner shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Sections 218.735(6), 218.735(7), and 218.74, Florida Statutes. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the rate of 1% per month on the unpaid balance in accordance with Section 218.735(9), Florida Statutes.

(b) Contractor agrees to notify Owner within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) ~~In accordance~~ with Section 218.735(8), Florida Statutes, ten percent (10%) shall be ~~retained from~~ each ~~payment made to the Contractor~~ until the Work is fifty ~~percent (50%) complete;~~ after the Work is fifty percent (50%) ~~complete, five percent (5%)~~ shall be retained from each payment. Owner also shall be ~~permitted to retain~~ amounts ~~permitted or required~~ to be retained under ~~applicable law. All of the~~ sums retained shall be paid in full within ~~twenty-five (25) days after final completion~~ of the Work.

16.3 As a condition to any payment to be made by Owner to Contractor, Owner may, at its option, require Contractor to furnish to Owner: (a) full and complete Lien waivers, in a form acceptable to Owner, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by Owner with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice. Invoices/Pay Applications will not be deemed complete until all required documentation has been submitted.

16.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

16.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by Owner in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by Owner in connection therewith; (e) Contractor's breaches of other agreements between Contractor and Owner and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to Owner and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should Owner have reason to terminate this Agreement as a result of Contractor's failure

to comply with the terms and conditions of this Agreement then Owner and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and Owner and/or its Affiliates.

16.6 In the event Contractor breaches this Agreement, Owner shall have the right to stop all payments to Contractor until such time as Owner can accurately ascertain its damages and Costs resulting from the breach, at which time Owner is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with Owner.

16.7 Contractor shall not delay and/or stop any Work by reason of Owner' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

16.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing Owner a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by Owner, shall not be effective until the 60-day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

16.9 If, during the term of this Agreement, Contractor offers Work to any developer at prices and/or on terms more favorable than offered to Owner, then Contractor shall immediately offer those same prices and/or terms to Owner. It shall not be incumbent on Owner to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

16.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

16.11 Owner may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. Owner may, by a written directive issued and signed by Owner's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from Owner, Contractor shall proceed with the Work.

16.12 Contractor shall submit to the Owner a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Owner for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to Owner within 10 working days of its receipt of the request from Owner.

16.13 Any and all claims for time or money must be presented to Owner, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against Owner.

16.14 Contractor shall forward all documents requested by Owner regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

16.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by Owner.

16.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

17. Inspections and Reviews. Owner and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of Owner will increase Owner's obligations or liabilities nor limit Owner's rights or Contractor's obligations.

18. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "**Contractor Entities**") hereby agrees to save, indemnify, defend and hold harmless (such action, the "**Indemnity**") Owner and its supervisors, consultants, agents, staff, and employees; and VK Avalon Groves, LLC ("**Developer**") and its parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "**Indemnitees**"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity arising out of or incidental to the performance of this Agreement or work performed thereunder, but only to the extent caused in whole or in part by any act, omission, or default of Contractor, or any of Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This section 18 shall also pertain to any claims brought against Indemnitees by any other employees of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including reasonable attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("**Claims**") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of Owner. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of $2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify Owner for any Claims resulting solely from Owner's gross negligence or intentional acts.

18.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

18.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homeowner) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

18.3 The provisions of this Section 18 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of Owner for liability caused in whole or in part by any act, omission or default by Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

19. Insurance. Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit G continuously during the life of this Agreement, and thereafter as provided in Exhibit G. Contractor must furnish the Owner with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit G.

19.1 Insurance and Indemnity of Contractor's Agent(s).

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify Owner as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify Owner as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and Owner from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

19.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, Owner will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, Owner may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by Owner and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) Owner reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

19.3 Compliance with this Section.

(a) Contractor acknowledges that timely compliance with this Section and Exhibit G is essential to Owner's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 19 and Exhibit G, Contractor shall be in default of this Agreement and Owner shall have all rights under this Agreement with respect to Contractor's default. Additionally, Owner shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of $500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by Owner hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify Owner and all Indemnitees (as defined in Section 18 of this Agreement) to the fullest extent provided in this Agreement.

20. [intentionally deleted]

21. Term and Termination.

21.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

21.2 Contractor may terminate this Agreement if Owner commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place Owner in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

21.3 Owner shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) Owner is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to Owner within the time requested by Owner; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by Owner; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

21.4 Owner's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by Owner. In no event, shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that Owner terminates any this Agreement for cause, Owner may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) Owner may immediately take any action Owner may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay Owner for all Costs incurred or paid by Owner resulting therefrom, or Owner may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) Owner may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. Owner may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to Owner such excess costs, including attorney's fees;

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), Owner's additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by Owner to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default; After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Owner, Owner shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by Owner, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from Owner.

21.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against Owner shall be limited as set forth above.

21.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by Owner and fails within 3 calendar days from the date of written notice from Owner to correct such deficiency, Owner may, without declaring Contractor in default and without prejudice to any other remedies the Owner may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Owner in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to Owner.

21.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at Owner's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in Owner's business activities, for a period of up to 6 months after

the termination date, at Owner's discretion. However, at Owner's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with Owner in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), Owner may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner upon demand.

21.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to warranty, arbitration, indemnification and limitations of liability.

22. **Limitation of Liability and Waiver of Consequential Damages.** In no event, shall Owner be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if Owner has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages. Nothing in this Agreement shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

23. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

24. **Independent Contractor Relationship.** The relationship between Owner and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between Owner and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

25. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

26. **[intentionally omitted]**

27. **General Terms.**

27.1 Contractor hereby consents and agrees to allow Owner (or Project Owner and any of their Affiliates), in their sole discretion and judgment, to set-off any of Owner's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with Owner (or any of their respective Affiliates). No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

27.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

27.3 All warranties provided by Contractor, and all of Owner's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to Owner by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

27.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

27.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall apply to all then-outstanding Agreements between Owner and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

27.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

27.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall affect the other provisions of this Agreement.

27.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

27.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

27.10 **Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, Owner may assign this Agreement without Contractor's consent to Developer or to one or more of its Affiliates, provided that each such Affiliate agrees to be bound by this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

27.11 FOR THEIR MUTUAL BENEFIT, OWNER AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

27.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "**Dispute**") between Owner and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("**AAA**") in Lake County, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in Lake County, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable attorneys' fees and costs, including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:

   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Lake County, Florida;

   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These costs associated with obtaining electronic discovery shall not be taxed to the prevailing party as

costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;

iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in Lake County, Florida;

iv. The deposition of any experts that intend to testify at the arbitration hearing;

v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;

vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third-party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and

vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement and/or completion of the Work required hereunder.

28. Payment and Performance Bonds. Before commencing the Work, and consistent with the requirements of Section 255.05 of the Florida Statutes, the Contractor shall execute, deliver to the Owner, and record in the public records of Lake County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05 of the Florida Statutes.

29. Public Records. Contractor understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under the Agreement are public records and shall be treated as such in accordance with Florida law.

30. Tax Exempt Direct Purchases. The parties agree that the Owner may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:

a. The Owner represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.

b. The Owner may elect to implement a direct purchase arrangement whereby the Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of Owner tax exempt status.

c. Prior to purchasing any materials, the Contractor shall contact the Owner to determine which materials will be treated as Direct Purchase Materials.

d. The Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the Owner; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the Owner will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

e. The Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. The Owner shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.

f. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the Owner shall accept and take title to the Direct Purchase Materials.

g. Suppliers shall issue invoices directly to the Owner. The Owner shall process invoices and issue payment directly to the suppliers from public funds.

h. Upon acceptance of Direct Purchase Materials, the Owner shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.

i. The Owner shall maintain builder's risk insurance on the Direct Purchase Materials.

31. Scrutinized Companies Statement. Contractor shall properly execute a sworn statement pursuant to section 287.135(5), Florida Statutes, regarding Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit K**. If the Contractor is found to have submitted a false certification as provided in section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria, the Owner may immediately terminate the Contract.

32. Public Entity Crimes Statement. Contractor shall properly execute a sworn statement under section 287.133(3)(a), Florida Statutes, regarding public entity crimes, and by signing this Agreement represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit L.**

33. Trench Safety Act Statements. Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit M**.

34. Construction Defects. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

[Signature Page Follows]

AGREED AND ACCEPTED:

Owner: Avalon Groves Community Development District

By: _____
(signature)

Name: _____
(printed)

Title: _____

Date: _____

Jon M. Hall Company

By: _____
(signature)

Name: Keith Carson
(printed)

Title: President

Date: 10/25/17

Exhibit A

PLANS AND SPECIFICATIONS

H,LD,VKAG,0,02134,00
$30,240.00
COMPLETION DATE: 09/15/2017

2017A Series Bonds
Assessment Area 1

JON M. HALL COMPANY
Site Development Since 1974

PROPOSAL DATE:	9/1/2017		RCO # 001

PROJECT: SAWGRASS BAY BLVD OFF SITE GRADING
OWNER: Kolter

PROPOSAL SUBMITTED TO:
~~Kolter Land Partners LLC~~ Avalon Groves CDD
MAILING ADDRESS 1060 Maitland Center Commons E-MAIL
~~14025 River Edge Drive, Suite 175~~ Suite 340 csmith@kolter.com
CITY STATE ZIP: PHONE ATTN
~~Tampa, FL 33637~~ Maitland, FL 32751 813-615-1244 Candice Smith

SCOPE OF WORK: Earthworks and Equalizer Pipe

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		EARTHWORK			-	$ -
1.01	3.010	Strip and Re-Grade Median	5,600	SY	3.15	$ 17,640.00
1.02	12.050	Sod Median	5,600	SY	2.25	$ 12,600.00
						$ -
		TOTAL				$ 30,240.00

4243, H, LD, VKAG, 0, 02134, 0, 0

Thank you for the opportunity of providing a proposal for this project. We look forward to being a part of your construction team.

Sincerely,

Ramtin Azar
PROJECT MANAGER
Jon M. Hall Company
1920 Boothe Circle Suite 230
Longwood, FL 32750
Phone 386-717-2217
Fax 407 215-0411
www.jonmhallcompany.com
razar@jonmhallcompany.com

Avalon Groves CDD
Proposal Accepted By:
~~Kolter Land Partners LLC~~

Date Printed Name Authorized Signature

I/We as authorized representative of the owner accept this proposal qualifications therein and direct Jon M Hall Company to proceed wit

Exhibit B

CONSTRUCTION SCHEDULE

Exhibit C

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

Exhibit D

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Avalon Groves Community Development District Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for Owner and/or Contractor is present on the Project under current direction of Owner and/or Owner's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. **General.**

   A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

   B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), Owner reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify Owner if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify Owner of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall, upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result

in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and Owner, in performing the Work.

D. Lines and Grades. If necessary, Owner shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by Owner for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to Owner. Absent written notification to Owner, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of Owner. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event, archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of Owner. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by Owner. Those

present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by Owner. Failure to attend may result in a $150 fine/per occurrence.

H. Scheduling. It is Contractor's responsibility to contact Owner about scheduling Work. All scheduling shall be by Owner or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by Owner in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to Owner showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of Owner. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. Owner may directly or indirectly perform Work at the Home. In the event that Owner elects to perform work at the site directly or through others, Contractor and Owner shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with Owner and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by Owner or any other contractor, and shall pay Owner for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with Owner and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising Owner of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by Owner; (3) no crossing of curbs or sidewalks without prior approval

by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse Owner for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. Owner shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. Owner has the right to remove any such improperly parked vehicle without prior permission, and Owner shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify Owner of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify Owner immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).

b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by Owner and shall repair or replace, as determined by Owner, any damage to its Work that occurs before the final acceptance at no expense to Owner, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. Owner will not pay for stolen or missing Materials of any kind prior to acceptance by Owner. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of Owner. Owner has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and Owner shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as Owner may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. Owner shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time Owner issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, Owner may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give Owner the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, Owner has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and Owner's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to Owner by Contractor in accordance with instructions issued by Owner.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. Owner shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor. Contractor shall maintain a rain gauge onsite and shall weekly provide to Owner's Authorized Representative a report of daily rain in inches and any days of work progress lost due to rain.

W. Storage. By written notice to Contractor, Owner may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within Owner's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against Owner and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. Owner will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, Owner may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of Owner, Developer, Project HOA entity, and their affiliates as Owner may specify.

2. Job Conduct.

A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with Owner and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project.

Prior to the commencement of Work, Contractor shall notify Owner of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify Owner in writing of the identity of such replacement. Owner may reasonably reject Contractor's representative and/or any replacements. Owner reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by Owner, in its sole discretion.

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by Owner, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to Owner for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by Owner, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers' employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with Owner and all other contractors, subcontractors and sub-subcontractors of Owner in order to assure compliance with the OSHA Regulations.
b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite

and Contractor shall make available for Owners review all records and logs indicating such training was administered by Contractor to its employees.

c. Contractor will assist Owner in complying with the OSHA Regulations.

d. Before using any chemicals in its performance of the Work for Owner, Contractor must give Owner prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to Owner.

e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that Owner may choose to put in place. Even though Owner may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that Owner assumes no responsibility or obligation for their safety.

Owner has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to Owner (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if Owner identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that Owner may have under this Agreement, reimburse Owner for all direct and indirect costs, fees, damages and expenses incurred or paid by Owner, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. Owner may offset or back-charge these Costs against any amounts that may otherwise be due from Owner to Contractor, whether under this Agreement or under any other agreement between Owner and Contractor now or hereafter existing. Although Owner has the right to do so, Owner has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). Owner's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by Owner shall in no way waive any of Owner's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving Owner the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by Owner, shall comply with all of Owner's reasonable requests regarding personal conduct and

shall resolve any field disputes with Owner in a professional and diplomatic manner without impeding progress of the Work.

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homeowner's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 21 of the Agreement.

G. Contractor acknowledges that Contractor has a zero-tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit E

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and Owner's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to Owner.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to Owner as reasonably requested by Owner, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety Program, and (e) attend, with its employees and subcontractors and sub-subcontractors, Owners safety meetings (as requested by Owner).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with Owners Code of Safety Practices and Owners Health and Safety Program, as published and amended by Owner from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by Owners Health and Safety Program. Copies of accident and/or injury reports shall be provided to Owner as soon as possible and at all times within 24 hours of any accident or injury.

7) Contractor shall participate in Owners safety audits as requested by Owner. Information requested by Owner shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to Owner and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

9) Contractor is expected to provide a safe Work environment for its employees, consistent with Owners Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit F

EMERGENCY ACTION PLAN

N/A

Exhibit G

INSURANCE REQUIREMENTS

Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Phone (321) 263-0132

RE: Insurance Requirements pursuant to that certain Contractor Agreement ("**Agreement**") by and between Avalon Groves Community Development District ("**Owner**") and Hardscapes 2, Inc. d/b/a Cornerstone Solutions Group ("**Contractor**") (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a $500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is $50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:

(1) Avalon Groves Community Development District
1060 Maitland Center Commons, Suite 240
Maitland, FL 32751

AND

(2) VK Avalon Groves LLC *(3)* VK JV1 LLC *(4)* VK JV1 Funding LLC and *(5)* The Kolter Group LLC
14025 Riveredge Drive, Suite 175
Tampa, FL 33637

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE OWNER, DEVELOPER AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSUREDS.

GENERAL LIABILITY
The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: $1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), $1,000,000 for Personal Injury liability, $2,000,000 aggregate for Products-Completed Operations, $2,000,000 General Aggregate

on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

Owners and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage. Owner, Developer, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than $500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and $500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the Owner, Developer, Project HOA Entity (if applicable) and their Affiliates.

(a) The workers' compensation insurance shall ensure that: (1) Owner will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of Owner or its Affiliates, and are therefore not beneficiaries of any Owner coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE
If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE
With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have $2,000,000 each claim and a $2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing Owner with a certificate of insurance, or if requested by Owner, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to Owner for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

(a) Owner, Developer, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the Owner. A certificate reciting that the carrier or agent will endeavor to notify Owner is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming Owner, Developer, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. Owners insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - Owners, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of Owner, Developer, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Avalon Groves Community Development District VK Avalon Groves LLC, VK JV1 LLC, VK JV1 Funding LLC, and The Kolter Group LLC

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Exhibit H
PARTIAL WAIVER AND RELEASE OF LIEN

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

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa Villages according to the plat thereof on file in the office of the Clerk of the Court in and for Lake County, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____, by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit I
FINAL WAIVER AND RELEASE OF LIEN

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

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (Owner), receipt of which is hereby acknowledged, hereby waives and releases in favor of Owner any and all lien(s), right(s) of lien or claim(s) of whatsoever kind or character which the undersigned now has or might have against Owner and/or the property known as Serenoa Villages according to the plat thereof on file in the office of the Clerk of the Court in and for Lake, Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to Owner that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____ by _____ as _____ of _____ a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION # _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Exhibit J

FDEP – CONTRACTORS CERTIFICATION STATEMENT

INTENTIONALLY OMITTED

EXHIBIT K

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District

   by _____
   (print individual's name and title)

   for _____
   (print name of entity submitting sworn statement)

   whose business address is

   _____

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of $1 million or more.

3. Based on information and belief, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

4. The entity will immediately notify the Avalon Groves Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
Signature by authorized representative of Contractor

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2017, by _____ of the _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____
Signature of Notary Public taking acknowledgement
(SEAL)

My Commission Expires: _____

EXHIBIT L

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Avalon Groves Community Development District.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.

3. Contractor's business address is _____

_____

4. Contractor's Federal Employer Identification Number (FEIN) is _____

   (If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or,

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____

My Commission Expires: _____

EXHIBIT M

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE STATEMENT

INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: _____ Dollars $_____
   (Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this _____ day of _____, 2017.

Contractor: _____
By: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TRENCH SAFETY ACT COMPLIANCE COST STATEMENT

INSTRUCTIONS

Because trench excavations on this Project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost[1]	Item Total Cost
		Project Total	

Dated this _____ day of _____, 2017.

Contractor:_____
By:_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires: _____

[1] Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

EXHIBIT 11

WESTERN FLORIDA LIGHTING
ORLANDO
DAYTONA · OCALA · MELBOURNE

Quote

Western Florida Lighting, Orlando LLC
346 Freeman Street
Longwood FL 32750
Phone: (407) 740-6973
Fax:
From: Candice Vandervliet
Quoter Ph:
email: candicev@wflorlando.com

Project Location: Serenoa
Quote: WFLI/OR17-65813-4

To: Glenn Krohn
Western Fla Lighting
346 Freeman Street
Longwood FL 32750
Phone: (407) 310-2579
Fax: 1 (407) 740-5810
EMail: GlennK@wflorlando.com

For
Bid Date Oct 16, 2017
Expires Nov 15, 2017
Architect: Unassigned Architect
Engineer: Unassigned Engineer

		AVALON GROVES			
47	P3-HS	VALM/ORL	2908-45805TE-D1-DDB	$1,907.50	
47	P3-HS	HLO	ASL-A-24L4K-070-3-U-DB	(included)	
47	P3-HS	HLO	ASL-EHS-DB	(included)	
		Total for: AVALON GROVES			$89,652.50

Terms and conditions of sale:

WFLI quotes instant start ballast as a standard unless specifically stated that we are quoting program start in the notes above.

Quotes are valid for 30 days
Quote is subject to Manufacturer's published terms & conditions of sale. All items are quoted as standard production items, and do not include additional parts, fittings, stems, or other accessories unless otherwise noted. Anchor bolts shipped seperate of poles are plus freight. Stenographic and clerical errors are subject to correction. Price is based on BOM shown and information supplied to WFLI by customer. WFLI is not responsible for any specification not given to us at the time of bid by the customer requesting pricing. IE: Dimming or Emergency ballasts. WFLI is not responsible for incorrect quantities supplied by the customer.

Date: Oct 27, 2017

Quote: WFLI/OR17-65813-4

Quote

WESTERN FLORIDA LIGHTING
ORLANDO
DAYTONA · OCALA · MELBOURNE

Western Florida Lighting, Orlando LLC
346 Freeman Street
Longwood FL 32750
Phone: (407) 740-6973
Fax:
From: Candice Vandervliet
Quoter Ph:
email: candicev@wflorlando.com

Project Serenoa
Location
Quote WFLI/OR17-65813-4

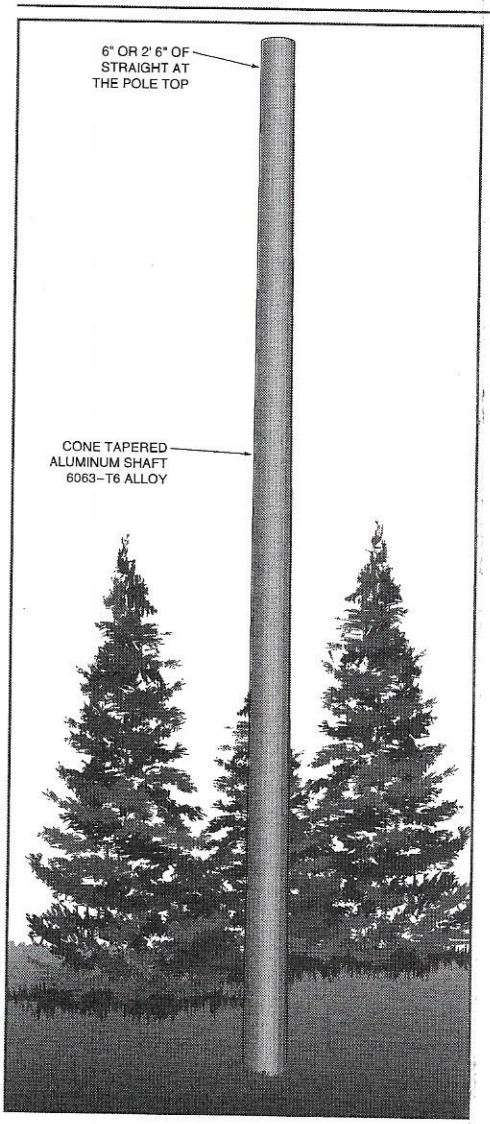
SALES TAX IS NOT INCLUDED

Freight charges for items not included in factory pricing are estimates.

Mfg	Terms:	Freight Allowance	Minimum Order
BEACO	Beacon Products, Inc.	Freight Allowe	$50.00
	**POLES IN EXCESS OF 19 FEET, PRE-SHIPPED ANCHOR BOLTS, AND/ OR CONCRETE PRODUCTS ARE NOT FREIGHT ALLOWED AND THE CUSTOMER WILL BE BILLED FOR FREIGHT FOR THESE		
HUB	Hubbell Lighting, Inc.	Freight Allowe	$50.00
VALM/	Valmont Industries - Orla	Freight Allowe	$50.00

valmont STRUCTURES ALUMINUM

8′ TO 30′ ROUND TAPERED EMBEDDED (DIRECT BURIAL) POLES



- 8' to 30' mounting heights.
- Tenons, brackets, and arms designed for single or multiple luminaire mounting.
- Luminaires may be mounted on tenons, brackets or shaft may be drilled to manufacturer's mounting specifications.

SPECIFICATIONS

All aluminum alloys shall comply with metallurgical and mechanical properties set forth in the Aluminum Association Standards.

Shaft: The shaft shall be spun tapered from all new seamless 6063 alloy aluminum tubing and shall be heat treated to produce a T6 temper. Each shaft shall have a minimum of 6" straight length at the top. Top straight section serves as a slipfitter for a luminaire or for the hub of the appropriate Valmont bracket or tapered arm. Alternatively, the straight section may be drilled for mounting luminaires. The shaft shall be cone tapered to the base diameter. All Valmont shafts shall be polished with fine grain aluminum oxide cloths, resulting in a high quality circumferential satin brushed finish. After finishing, each pole shall be wrapped for protection in shipment.

Direct Embedment: Unless otherwise specified, the length of the embedded section of a 4" diameter shaft shall be 3', 5" and 6" shall be 4', 7" and 8" shall be 5'. A 1-1/2" diameter grommetted wire inlet hole located 1' 6" below grade shall be included. The embedded section of the pole shall be coated inside and outside with zinc rich paint.

Special Finishes: Natural anodize, duranodic, or painted finishes may be specified as an addition to the satin brushed finish, if required. All aluminum parts and accessories shall receive a finish similar to that specified.

Ground Lug: Each pole shall include a 5/16"-18 tapped provision for ground connector.

Handhole: Available as an option.

Anti-Rotation Device: Available as an option.

CATALOG LOGIC

Feet and Inches	Top Diameter	Base Diameter	Wall Thickness	Shape of Shaft	Base or Mounting	Fixture Mounting	Finishes	Options
				T	E			

Feet & Inches*	Diameter*	Wall Thickness*	Shape of Shaft	Base or Mounting	Fixture Mounting	Finishes	Options
0708 – 8′ **0908** – 10′ **1108** – 12′ **1308** – 14′ **1508** – 16′ **1708** – 18′ **1908** – 20′ **2408** – 25′ **2908** – 30′	TOP DIAMETER IN INCHES **30** – 3″ **40** – 4″ **45** – 4-1/2″ BASE DIAMETER* IN INCHES **40** – 4″ **50** – 5″ **60** – 6″ **70** – 7″ **80** – 8″	THICKNESS IN 32NDS OF AN INCH **4** – 4/32″or 0.125″ Wall **5** – 5/32″or 0.156″ Wall **6** – 6/32″or 0.188″ Wall	**T** – Tapered Round	**E** – Embedded	**D1** – 1@90° **D2** – 2@180° **D3** – 3@120° **D4** – 4@90° **D5** – 2@90° **D6** – 3@90° **P2** – 2-3/8″x 4 Tenon **P9** – Other Tenon (Please Specify)	POLYESTER POWDER **DBL** – Black **DBR** – Bright Red **DCG** – Charcoal Gray **DDB** – Dark Bronze **DMB** – Med Bronze **DNA** – Natural Alum **DSB** – Steel Blue **DSS** – Sandstone **DTG** – Dark Green **DWH** – White **SC** – Special Color (Please Specify) ANODIZED **204** – Clear Natural **311** – Light Bronze* **312** – Med Bronze* **313** – Dark Bronze* **335** – Black* * Duranodic Anodize BRUSHED **SBF** – Satin Brushed Finish	See Accessory Section. (Please Specify with Code #)

* For available Base Diameter, Wall Thickness and Length Combinations, see Dimensional Load Data Table that follows.

Customer Approval:

signature _____ date _____

Job Name: _____ Quote: _____

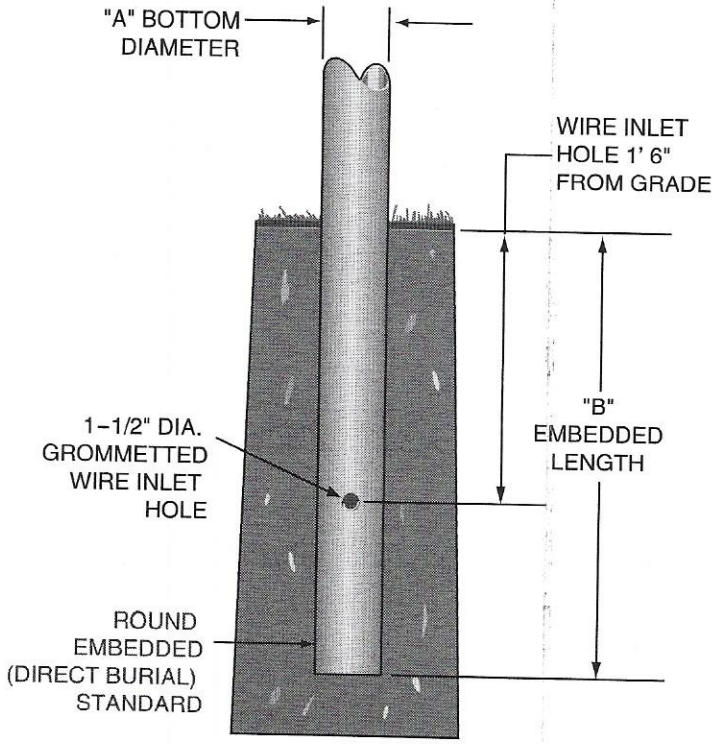
Client Name: _____

Created By: _____ Date: _____

8′ TO 30′ ROUND TAPERED EMBEDDED (DIRECT BURIAL) POLES

valmont STRUCTURES ALUMINUM

ANCHOR BASE AND BOLT DETAIL



A BOTTOM DIAMETER
4″
5″
6″
7″
8″

B* EMBEDDED LENGTH
3′
4′
4′
5′
5′

* 5′ minimum embedded length for Canadian market.

DIMENSIONAL AND LOAD DATA

TYPICAL WEIGHT AND ALLOWABLE SIZE OF LUMINAIRES*							DIMENSIONS OF POLES					
NOMINAL MOUNTING HEIGHT	TYPICAL LUMINAIRE WEIGHT (LBS.)	EFFECTIVE PROJECTED AREA IN SQUARE FEET AT: 70 MPH	80 MPH	90 MPH	100 MPH	110 MPH	EXPOSED HEIGHT	OVERALL SHAFT LENGTH	TOP	BASE	WALL	MODEL NUMBER**
8′	75	19.1	14.4	11.1	8.8	7.1	7′8″	10′8″	3″	4″	.125″	0708-30404TE
10′	75	14.3	10.6	8.1	6.3	5.0	9′8″	12′8″	3″	4″	.125″	0908-30404TE
12′	75	11.0	8.0	6.0	4.5	3.5	11′8″	14′8″	3″	4″	.125″	1108-30404TE
12′	75	18.5	13.8	10.5	8.3	6.6	11′8″	15′8″	3″	5″	.125″	1108-30504TE
14′	75	8.5	6.0	4.4	3.2	2.4	13′8″	16′8″	3″	4″	.125″	1308-30404TE
14′	75	14.8	10.8	8.2	6.3	5.0	13′8″	17′8″	3″	5″	.125″	1308-30504TE
16′	75	7.1	5.0	3.5	2.4	1.7	15′8″	18′8″	3″	4″	.125″	1508-30404TE
16′	75	12.0	8.6	6.4	4.8	3.8	15′8″	19′8″	3″	5″	.125″	1508-30504TE
16′	75	15.3	11.1	8.4	6.5	5.1	15′8″	19′8″	3″	5″	.156″	1508-30505TE
18′	75	9.7	6.7	4.9	3.6	2.7	17′8″	21′8″	3″	5″	.125″	1708-30504TE
18′	150	12.2	8.7	6.4	4.9	3.8	17′8″	21′8″	3″	5″	.156″	1708-30505TE
18′	150	19.1	14.1	10.8	8.5	6.9	17′8″	21′8″	4″	6″	.156″	1708-40605TE
20′	75	8.2	5.5	3.8	2.6	1.9	19′8″	23′8″	3″	5″	.125″	1908-30504TE
20′	75	10.4	7.2	5.1	3.7	2.8	19′8″	23′8″	3″	5″	.156″	1908-30505TE
25′	150	10.5	7.1	5.1	3.8	2.9	24′8″	28′8″	4″	6″	.156″	2408-40605TE
25′	150	13.5	9.4	6.9	5.3	4.2	24′8″	28′8″	4″	6″	.188″	2408-40606TE
30′	150	11.1	7.5	5.3	4.0	3.0	29′8″	34′8″	4″	7″	.156″	2908-40705TE
30′	150	16.7	12.0	9.1	7.0	5.5	29′8″	34′8″	4.5″	8″	.156″	2908-45805TE

SPC7073 08/07 www.valmontstructures.com carries the most current spec information and supercedes these guidelines.

* EPA calculations are based on a 1.3 Gust Factor. Variations from sizes listed above, available upon inquiry at the factory. Satisfactory performance of lighting poles is dependent upon the pole being properly attached to a supporting foundation of adequate design. Valmont does not design or offer recommendations for foundations.
** Model number does not include mounting options or finish designation.

AIRO LED SERIES
AREA/SITE/ROAD LIGHTER

Cat.#	
Job	Type

HUBBELL Outdoor Lighting

Approvals

SPECIFICATIONS

Construction:
- Stylish vertically finned die-cast and extruded aluminum for maximum heat dissipation
- Separate optical and electrical compartment for improved thermal management and optimum component operation
- EPA: 8L – .50ft^2
  16L – .62 ft^2
  24L – .74 ft^2

Optics:
- Premium engineered individual acrylic lenses deliver IES Type II, III, IV and V distributions
- Lens distributions are field rotatable (in 90˚ increments) or exchangeable for job site fine-tuning
- 3000K, 4000K, or 5000K (70 CRI) CCT
- Zero uplight

Electrical:
- Configured with 8, 16, or 24 high current and high output LEDs to replace 150, 250 and 400wHID respectively
- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40˚ C to 40˚ C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 10KA and 10KV protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is consumed

Controls:
- Photo control, occupancy sensor and wireless available for complete on/off and dimming control
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)
- 0-10V dimming leads available for use with control devices (provided by others)
- In addition, AIRO can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Installation:
- Tool-less entry to wiring/driver compartment
- Universal mounting block works with #2 drill pattern (See page 4 illustration)
- Fixture ships with slotted mounting block to accomodates wide range of drill patterns for easy retrofit opportunities (See page 4 illustration for dimensions)
- Mast arm fitter accessory or option available for 2-3/8" OD brackets

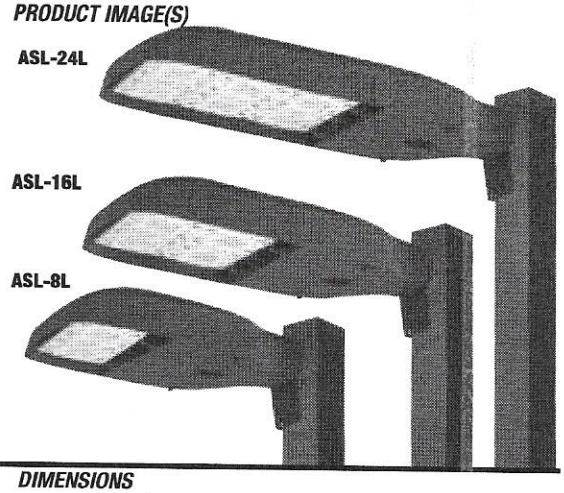
Finish:
- TGIC thermoset polyester powder paint finish applied at nominal 2.5 mil thickness

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelloutdoor.com/resources/warranty/

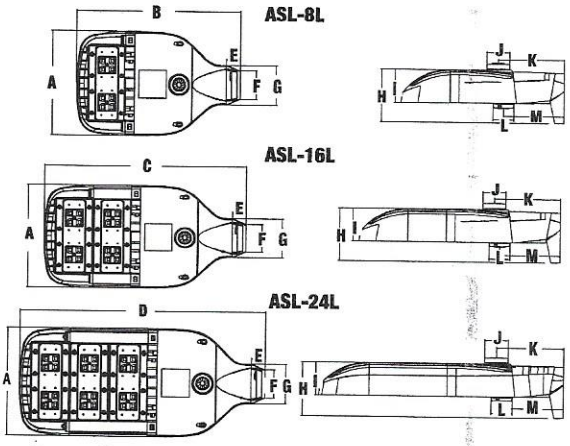
Listings:
- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http://www.designlights.org/QPL
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications
- IP65 optical assembly
- IDA approved

CERTIFICATIONS/LISTINGS

PRODUCT IMAGE(S)



DIMENSIONS



A	B	C	D	E	F	G
11.7"	17.25"	22.4"	26.6"	1.5"	3.1"	4.3"
297 mm	438 mm	569 mm	675 mm	38 mm	78 mm	109 mm

H	I	J	K	L	M
5.9"	3.6"	2.5"	7.4"	2.3"	6.7"
150 mm	91 mm	63 mm	188 mm	58 mm	170 mm

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
ASL-8L	15 (6.8)	20.75 (52.7)	15.125 (38.4)	6.9375 (17.6)
ASL-16L	19 (8.6)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)
ASL-24L	24 (10.8)	25 (63.5)	15.125 (38.4)	6.9375 (17.6)

CONFIGURABLE ORDERING INFORMATION NEXT PAGE

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ORDERING INFORMATION

ORDERING EXAMPLE: ASL-A-24L4K-210-4-U-DB

ASL - [ ] - [ ] [ ] [ ] - [ ] - [ ] - [ ] - [ ]

FAMILY

ASL[1] ASL Series

MOUNTING

A Arm

MAF Mast Arm Fitter

LEDS

8L 8 High brightness LEDs

16L 16 High brightness LEDs

24L 24 High brightness LEDs

CCT

3K 3000K, 70 CRI

4K 4000K, 70 CRI

5K 5000K, 70 CRI

DRIVE CURRENT

210[4] 2100mA

070[3] 700mA

DISTRIBUTION

2 IES TYPE II

3 IES TYPE III

4 IES TYPE IV

5 IES TYPE V

VOLTAGE

U Universal 120-277V

1 120V

2 208V

3 240V

4 277V

5[4] 480V

F[4] 347V

COLOR

BL Black

DB Dark Bronze

GR Gray

PS Platinum Silver

WH White

CC[5] Custom Color

OPTIONS

F Fusing (voltage specified and determined by voltage field)

7PR[2] 7-pin ANSI twist-lock photocell receptacle

RPA(X) Round pole adapter (Replace X with 3, 4, 5 or 6 indicating pole diameter)

SWP[7,8,10] SiteSync pre-commisioned

SWPM[7,8,10] SiteSync Wireless Pre-Commission w/ Motion Detection

SCP_F[6,9] Programmable motion sensor with dimming control (line voltage device not for use with 7PR receptacle option and external wireless control devices); A minimum of one SCP-REMOTE accessory remote control required for configuration; Wide lens with motion detection radius

TB Terminal block

1 – Order poles with #2 drill pattern
2 – 7-pin ANSI C136.41—2013 receptacle for use with standard Twist-Lock® photo controls, shorting caps, and ANSI C136.41 external wireless control devices with and without motion/occupancy override
3 – For 24L configurations only
4 – 347V-480V not for 24L, 210 - 2100mA option
5 – Contact factory for minimum order quantities
6 – Not available with 347V or 480V
7 – Not available with 208, 240 or 480V
8 – Specify group and zone. See SiteSync product page www.hubbelllighting.com/controls/SiteSync for more details.
9 – Specify mounting height: 8 = 8' or less, 40 = 9' to 40'
10 – Only available with 16L configurations

Accessories and Services (Ordered Separately)

Catalog Number	Description
SWUSB*	SiteSync loaded on USB flash drive (Windows based only)
SWTAB*	SiteSync Windows Tablet
SWBRG*	SiteSync Wireless Bridge Node

* When ordering with SiteSync, one of the following interface options must be chosen and ordered separately. Each option contains the SiteSync License, GUI and Bridge Node.
+ If needed, an additional Bridge Node can be ordered.

Catalog Number	Description	Mtg.	Distribution	Wattage	# Drivers Drive Current	Voltage	CCT	Lumens	LPW	Weight lbs. (kg)
ASL-16L-3	Medium size 16 LED configuration, Dark Bronze	Arm	Type III	115	1@2100mA	120V-277V	4000K	12,674	110	18 (8.16)
ASL-16L-4	Medium size 16 LED configuration, Dark Bronze	Arm	Type IV	115	1@2100mA	120V-277V	4000K	12,974	113	18 (8.16)
ASL-24L-3	Large size 24 LED configuration, Dark Bronze	Arm	Type III	169	1@2100mA	120V-277V	4000K	18,595	110	20 (9.07)
ASL-24L-4	Large size 24 LED configuration, Dark Bronze	Arm	Type IV	169	1@2100mA	120V-277V	4000K	19,036	113	20 (9.07)
ASL-24L-3-HO	Large size 24 LED configuration, Dark Bronze	Arm	Type III	225	1@700mA	120V-277V	4000K	20,927	93	20 (9.07)
ASL-24L-4-HO	Large size 24 LED configuration, Dark Bronze	Arm	Type IV	225	1@700mA	120V-277V	4000K	21,073	93	20 (9.07)
ASL24L3HOSCPW	ASL-A-24L4K-070-3-U-DB-SCP-40F	Arm	Type III	225	1@700mA	120V-277V	4000K	20,927	93	20 (9.07)
ASL24L3SCPW	ASL-A-24L4K-210-3-U-DB-SCP-40F	Arm	Type III	169	1@2100mA	120V-277V	4000K	18,595	110	20 (9.07)
ASL16L3SCPW	ASL-A-16L4K-210-3-U-DB-SCP-40F	Arm	Type III	115	1@2100mA	120V-277V	4000K	12,674	110	18 (8.16)

Due to our continued efforts to improve our products, product specifications are subject to change without notice.
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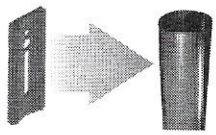
ACCESSORIES - Order Separately

Catalog Number	Description
ASL-MAF	Mast arm kit with wildlife shield for mounting on 2 3/8" OD arms
SETA2-XX[1]	Square pole tenon adapter (4 at 90 degrees) (2 3/8" OD tenon)
RETA2-XX[1]	Round pole tenon adapter (4 at 90 degrees) (2 3/8" OD tenon), requires CL1S-RPA4-ACC-XX for each luminaire
TETA2-XX[1]	Hexagonal pole tenon adapter (3 at 120 degrees) (2 3/8" OD tenon)
ASL-EHS-BL	External house side shield (Kit Qtys. ASL8L - 1, ASL16L - 2, ASL24L - 3)
ASL-ESS-BL	External side shield (Kit Qtys. ASL8L - 1, ASL16L - 2, ASL24L - 3)
ASL-ARMMTG-XX[1]	Arm mounting kit for side of pole attachment
RATA-XX[1]	Single round arm tenon fits 2 3/8" OD, requires ASL-MAF accessory kit for stocked configurations
SCP-REMOTE	Remote control for SCPW option. Order at least one per project to program and control
CL1S-RPA(*)-ACC-XX[1]	Round Pole Adapter (* denotes pole diameter; 3 = 3 ¼"-3 ¾"; 4 = 3 7/8" – 6")
WB-AREA-XX[1]	Wall bracket. Requires universal mounting block option.
PTL-1	Photocontrol - twist-lock cell (120V) - Requires 7PR option
PTL-8	Photocontrol - twist-lock cell (120-277V) - Requires 7PR option
PSC	Shorting cap - twist-lock - Requires 7PR option
ASL8L2LENS	Type II, 2 lenses included (see table to right for kit quantities)
ASL8L3LENS	Type III, 2 lenses included (see table to right for kit quantities)
ASL8L4LENS	Type IV, 2 lenses included (see table to right for kit quantities)
ASL8L5LENS	Type V, 2 lenses included (see table to right for kit quantities)

1 - Replace XX with color choice, eg.: DB for Dark Bronze



RATA



ROUND POLE ADAPTER



WB-AREA-XX



ASL8L2LENS



ASL8L3LENS



ASL8L4LENS

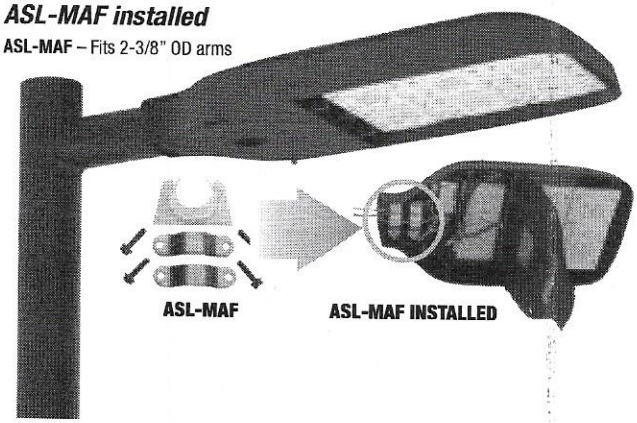


ASL8L5LENS

Product	Number of Kits	Number of Lenses
ASL8L	1	2
ASL16L	2	4
ASL24L	3	6

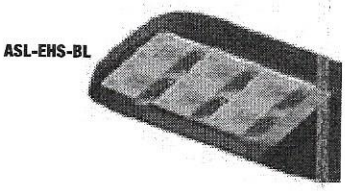
ASL-MAF installed

ASL-MAF – Fits 2-3/8" OD arms



ASL-MAF

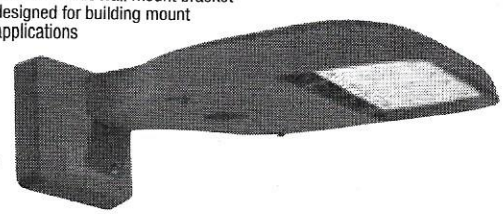
ASL-MAF INSTALLED



ASL-EHS-BL

Wall Mount Accessory

WB-AREA-XX wall mount bracket designed for building mount applications



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PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5000K nominal, 70 CRI)					4K (4000K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
				LUMENS	LPW[1]	B	U	G	LUMENS	LPW[1]	B	U	G	LUMENS	LPW[1]	B	U	G
8	2100	59	2	6628	112	1	0	1	6563	111	1	0	1	5906	100	1	0	1
			3	6455	109	1	0	1	6391	108	1	0	1	5752	97	1	0	1
			4	6607	112	1	0	1	6542	111	1	0	1	5888	100	1	0	1
			5	6512	110	3	0	1	6448	109	3	0	1	5803	98	3	0	1
16		115	2	13145	114	2	0	2	13015	113	2	0	2	11713	102	2	0	2
			3	12801	111	2	0	2	12674	110	2	0	2	11406	99	2	0	2
			4	13104	114	2	0	2	12974	113	2	0	2	11676	102	2	0	2
			5	12915	112	4	0	2	12788	111	4	0	2	11509	100	4	0	2
24		169	2	19286	114	3	0	3	19095	113	3	0	3	17186	102	3	0	3
			3	18781	111	3	0	3	18595	110	3	0	3	16736	99	2	0	2
			4	19227	114	3	0	2	19036	113	3	0	2	17133	101	2	0	2
			5	18949	112	4	0	2	18761	111	4	0	2	16885	100	4	0	2
24	700	225	2	21063	94	3	0	3	20880	93	3	0	3	18474	82	3	0	3
			3	21111	94	3	0	3	20927	93	3	0	3	18516	82	3	0	3
			4	21258	94	3	0	2	21073	94	3	0	2	18645	83	3	0	2
			5	21331	95	4	0	2	21145	94	4	0	2	18709	83	4	0	2

1 - Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
8	1@(2100mA)	120	62	0.52
		208	62	0.30
		240	62	0.26
		277	62	0.22
16		120	123	1.03
		208	123	0.60
		240	123	0.52
		277	123	0.45
24		120	181	1.49
		208	181	0.86
		240	181	0.74
		277	181	0.64
24	1@(700mA)	120	225	1.88
		208	225	1.08
		240	225	0.94
		277	225	0.81

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0° C	32° F	1.06
10° C	50° F	1.03
20° C	68° F	1.01
25° C	77° F	1.00
30° C	86° F	0.99
40° C	104° F	0.97
50° C	122° F	0.94

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

PROJECTED LUMEN MAINTENANCE

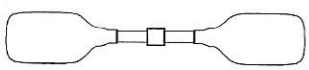
Ambient Temp.	OPERATING HOURS 0	25,000	TM-21-11[1] L90 36,000	50,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.93	0.90	0.86	0.75	>125,000
40°C / 104°F	0.99	0.90	0.86	0.81	0.67	>88,000

1. Projected per IESNA TM-21-11 (* Cree XP-L, 2100mA, 105°C Ts, 6,000hrs)

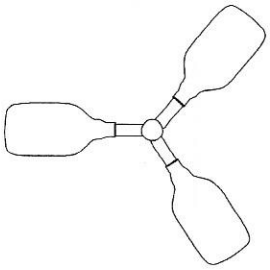
EPA



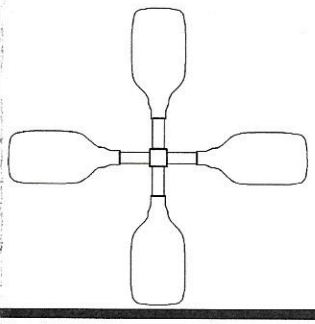
Config.	Luminaire	EPA
1 @ 90°	ASL8L	.50
	ASL16L	.62
	ASL24L	.74



Config.	Luminaire	EPA
2 @ 180°	ASL8L	1.00
	ASL16L	1.24
	ASL24L	1.48



Config.	Luminaire	EPA
3 @ 120°	ASL8L	.88
	ASL16L	.99
	ASL24L	1.11

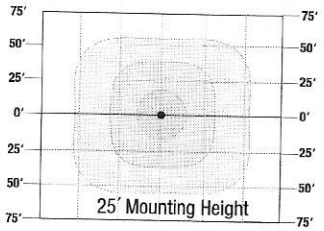


Config.	Luminaire	EPA
4 @ 90°	ASL8L	1.42
	ASL16L	1.66
	ASL24L	1.90

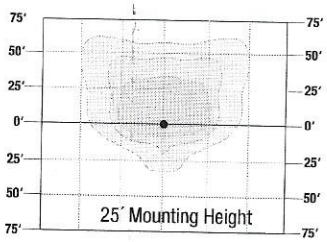
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PHOTOMETRICS For additional photometric information and IES downloads, visit our web site at www.hubbelloutdoor.com

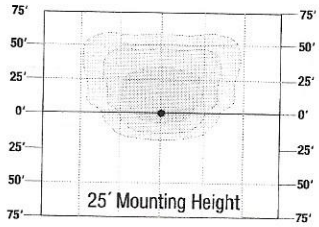
ASL-24L-5K Type V



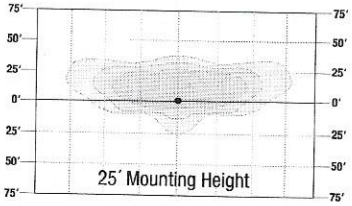
ASL-24L-5K Type IV



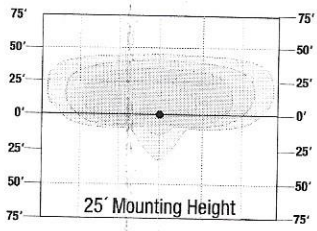
ASL-24L-5K Type IV HS



ASL-24L-5K Type II

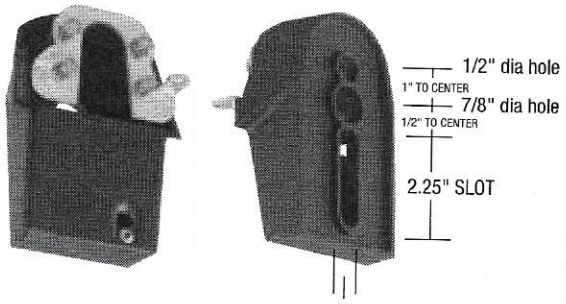


ASL-24L-5K Type III

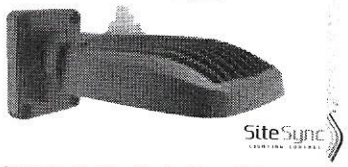


ARM/MOUNTING BLOCK

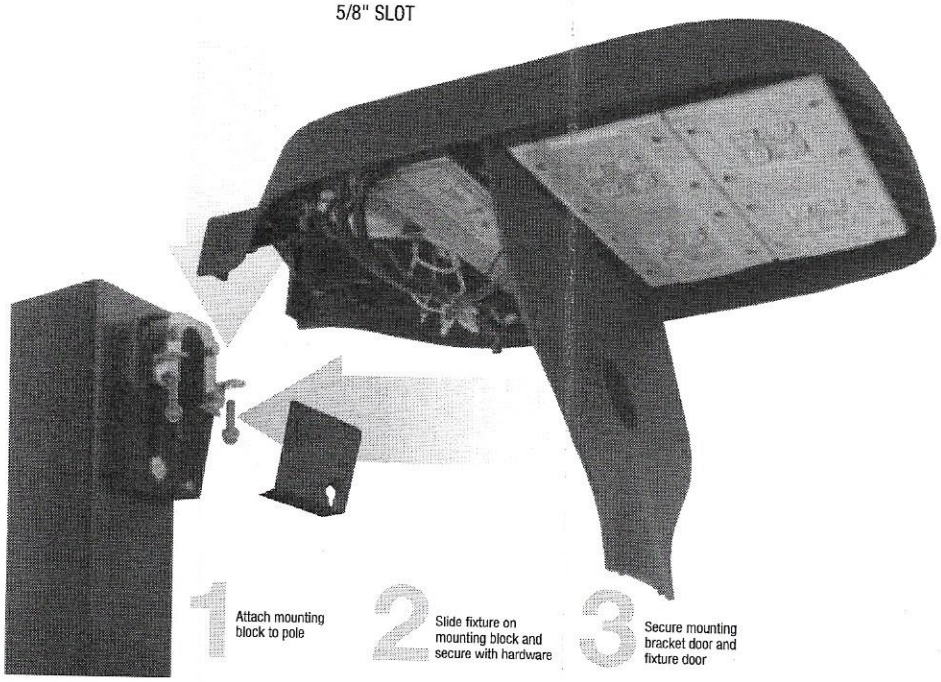
Fixture ships with universal mounting block for ease of installation. Compatible with #2 drill pattern.



SWP & SWPM - SiteSync™



SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.



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Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts
-⊡	47	P3-HS	SINGLE	N.A.	1.000	ASL-24L-4K-070-3-EHS-DB- Valmont 2908-45805TE D1 DDB Pole	225	225	10575

No Subsitutions allowed
Please contact Glenn Krohn at Western Florida Lighting, Orlando
407-310-2570 or glennk@wflorlando.com

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Both Sides	Illuminance	Fc	1.23	5.1	0.1	12.30	51.00
Roadway	Illuminance	Fc	1.39	5.1	0.2	6.95	25.50
Typical Grid	Illuminance	Fc	0.98	5.2	0.1	9.80	52.00

EXHIBIT 12

FAULKNER
ENGINEERING SERVICES, Inc.

GEOTECHNICAL ENGINEERING
& CONSTRUCTION
MATERIALS TESTING

August 15, 2017
(Revised 10-25-2017)

Ms. Candice Smith
Avalon Groves Community Development District
C/O DPFG
1060 Maitland Center Commons, Suite 340
Maitland, Florida 32751
E-mail: csmith@kolter.com

RE: Proposal for Construction Materials Testing Services Additional Work
AVALON GROVES ROADWAY
Lake County, Florida
FES Proposal No.: P16-4881.1(Rev.)

Dear Ms. Smith:

Faulkner Engineering Services, Inc. (FES) appreciates the opportunity to provide this additional work proposal for construction materials testing services on the referenced project. Within this proposal we have provided our understanding of the project, the scope of services anticipated and our cost estimate of the applicable services.

PROJECT INFORMATION

Avalon Groves Roadway Phase 1 has been constructed to base stage and will be re-designed to raise the elevation of the roadway. Approximately 2,700 linear feet of roadway will be re-constructed between the existing Sawgrass Bay Boulevard and Phase 1 line.

Development includes utility adjustments (force main, storm, water, reclaimed water etc.) and roadway removal, new embankment, new subgrade, new curb, and new base.

Construction testing services are required for roadway and utility installation in accordance with project and Lake County specifications. Based on drawings provided by Madden Civil Engineers dated August 4, 2016, we have developed the attached scope of services anticipated for testing (Exhibit A) and the applicable cost for these services (Exhibit B).

FEE ESTIMATE

We will perform the construction materials testing discussed in the Scope of Services (Exhibit A) for an estimated fee:

Phase 1	**$6,200.00**

We will not exceed this budget amount unless the scope of work is increased, and only then with your prior approval. The attached fee schedule (Exhibit A) describes the costs for the various services required.

RESPONSIBILITIES

Our personnel will be experienced in the types of inspection being performed and will perform the inspection in accordance with project specifications and applicable standards of the industry in Florida. We do not have the authority to direct you or your subcontractors in the performance of your work or to authorize changes in the construction contract. We will bring to your attention any test results that indicate noncompliance with the contract documents. Much of the testing is performed on a random basis and is not necessarily a guarantee of the overall work product. The contractor is ultimately responsible for performing the work in accordance with the construction documents. Also, our firm accepts no responsibility for job-site safety, which is the sole responsibility of the contractor, but will abide by job site safety rules.

ACKNOWLEDGMENT

Thank you again for the opportunity to submit this proposal. We look forward to working with you as a member of the construction team. Please contact us if you wish to discuss any aspect of this proposal or if we can be of assistance to you in any capacity. If you find our proposal acceptable, we ask that you execute the enclosed Proposal Acceptance Sheet and return it to this office.

Sincerely,

Faulkner Engineering Services, Inc.

John R. Gregos, Jr., P.E.
Vice President

Attachments: Proposal Acceptance Sheet
Exhibit A
Exhibit B

FAULKNER
ENGINEERING SERVICES, Inc.

2734 Causeway Center Drive
Tampa, Florida 33619
Phone (813) 621-8168 / Fax: (813) 621-8232

PROPOSAL ACCEPTANCE FORM

Description of Services Proposal for Construction Materials Testing Services Additional Work .

Project Name Avalon Groves Roadway .

Project Location Lake County, Florida .

Proposal Number & Date FES No. P16-4881.1/Revised October 25, 2017 .

Location of Office Performing Services 2734 Causeway Center Drive, Tampa, FL 33619

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Different than the Above):

Firm _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention _____ Title _____

SPECIAL INSTRUCTIONS: _____

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of FES within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that FES has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of FES invoice and agrees to waive any claim against FES and to indemnify, defend and hold FES harmless from and against any claims arising from FES' suspension or termination due to Client's failure to provide timely payment.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the reverse hereof are:

Accepted this 25th day of October, 2017

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Print or type individual, firm or corporate body name

Signature of authorized representative

JAMES P. HARVEY, CHAIRMAN .

Print or type name of authorized representative and title

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by FES will be based solely on information available to FES. FES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the data.

2. RISK ALLOCATION

Many risks potentially affect FES by virtue of entering into this Agreement to perform professional engineering services on behalf of Client. The principal risk is the potential for human error by FES. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with FES's liability Client agrees to limit FES's liability to Client and to all other parties for claims arising out of FES's performance of the services described in the Agreement. The aggregate liability of FES will not exceed the amount of our fee, for negligent professional acts, errors, or omissions. Client agrees to indemnify and hold harmless FES from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join FES as a third-party defendant. Parties mean Client and FES and their officers, employees, agents, affiliates and subcontractors.

Both Client and FES agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should third-party dispute resolution be required through litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgement or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorney, etc Insofar as FES is concerned, the value of time spent shall be based upon FES's prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for FES to perform the work set forth in this Agreement. Client will notify any and all possessors of the project site that Client has granted FES free access to the site. FES 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.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. FES will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waives any claim against FES, and agrees to defend, indemnify, and hold FES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities and, unless FES has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate FES for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon FES's prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

If FES is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, then this phrase applied. For the specified assignment, FES will report observations and professional opinions to Client. No action of FES or FES's site representative can be construed as altering any Agreement between Client and others. FES will report to Client any observed geotechnically related work which, in FES's professional opinion, does not conform with plans and specifications. The FES representative has no right to reject or stop work of any agent of the Client. Such rights are reserved solely for Client. Furthermore, FES's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by Client to provide field or construction-related services. FES will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by an agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representative. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

8. SAMPLE DISPOSAL

Unless otherwise required, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

9. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed FES of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. FES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. FES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for FES to take immediate measures to protect health and safety. Client agrees to compensate FES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

FES 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 FES harmless for any and all consequences of disclosures made by FES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against FES and, to the maximum extent permitted by law, agrees to defend, indemnify and save FES harmless from any claim, liability, and/or defense costs for injury or loss arising from FES's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

10. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this Agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, FES will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

11. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of FES. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. At the request and expense of Client, we will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the FES office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, FES and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. 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 "A"
SCOPE OF SERVICES

A. Construction Materials Inspection and Testing Services

The minimum construction materials inspection and testing services required include the following items. All services including professional services, field sampling, standby time and overtime should be included in the testing services described below.

A-1 Utility Installation Backfill Testing

Perform compaction control testing during backfill of all utility pipelines and associated structures and crossings. The testing will be performed in accordance with specifications for utility construction. Laboratory proctors, either Modified Proctor (ASTM D-1557) or Standard (ASTM D-698), will be required to determine the moisture-density relationship of existing soils or imported fill. Prepare and distribute to the appropriate parties all test results.

A-2 Roadway Construction Testing

Perform stripped subgrade inspection and compaction control testing during roadway construction. Curb pad will require LBR40 material and tested at intervals indicated in the project or Lake County specifications. Base will be tested accordingly. In addition, determine the field thickness of the in-place base material.

Pavement cores will be obtained for thickness and density determinations in accordance with the project or Lake County specifications for the project. The asphalt density must be determined by core density. Asphaltic concrete will be sampled daily if required for Extraction, Gradation analysis. Concrete will be sampled and tested in accordance with Lake County requirements.

A-3 Project Management

Prepare and distribute to the appropriate parties all test results. A final package, signed and sealed, will be provided for submittal to Lake County at the completion of the testing program.

Other

Report review is included in the attached fee schedule (Exhibit B). Engineering consultation will be billed at the rate of $100.00 per hour. Standby Time is considered time in excess of one hour per set of cylinders and/or one hour per five field density tests and will be billed on a time and expense basis at the rate of $30.00 per hour. Field or Laboratory work required over 8 hours per day, and before 7:00 AM and after 5:00 P.M. Weekends or holidays will be charged at 1.5 times the standard rate. Hourly charges are based on portal-to-portal time.

EXHIBIT "B"
UNIT PRICE SCHEDULE
AVALON GROVES ROADWAY
Lake County, FL
FES Proposal No.: P16-4881.1(Rev)

Faulkner Engineering Services, Inc.
10/25/2017

No.	Description	PHASE 1 ADDT'l	TOTAL	Unit	Price	Amount
I	**UTILITY INSTALLATION BACKFILL TESTING**					
1.	Laboratory Proctor	1	1	Sample	$80.00	$80.00
2.	Field Density Test:					
	Sanitary Sewer	20	20	EA	$16.00	$320.00
	Storm Drainage	46	46	EA	$16.00	$736.00
	Water	0	0	EA	$16.00	$0.00
	Utility Crossings	0	0	EA	$16.00	$0.00
3.	Engineering Technician (field sampling)	2	2	HR	$30.00	$60.00
	UTILITY INSTALLATION BACKFILL TESTING TOTAL					**$1,196.00**
II	**ROADWAY CONSTRUCTION TESTING**					
a.	**Subgrade (compacted/stabilized)**					
1.	Field Density Test for Embankment, Curb, Sidewalk, and Roadway	48	48	EA	$16.00	$768.00
2.	Limerock Bearing Ratio (LBR) for Subgrade	12	12	Sample	$180.00	$2,160.00
3.	Engineering Technician (field sampling)	10	10	HR	$30.00	$300.00
b.	**Base (type) On-Site**					
1.	Limerock Bearing Ratio (LBR) for Base	5	5	Sample	$180.00	$900.00
2.	Field Density Test	5	5	EA	$16.00	$80.00
3.	Field Thickness Determination	0	0	EA	$30.00	$0.00
4.	Engineering Technician (field sampling)	0	0	HR	$30.00	$0.00
c	**Asphalt**					
1.	Extraction/Gradation	0	0	Sample	$130.00	$0.00
2.	Asphalt Coring for Thickness and Density	0	0	HR	$30.00	$0.00
3.	Core Density Test	0	0	EA	$16.00	$0.00
4.	Thickness of Field Cores	0	0	EA	$40.00	$0.00
5.	Engineering Technician (field sampling)	0	0	HR	$30.00	$0.00
d	**Concrete Testing**					
1.	Compressive Strength of Concrete Cylinders (set of 4)	4	4	SET	$70.00	$280.00
2.	Engineering Technician (field sampling)	4	4	HR	$30.00	$120.00
	ROADWAY CONSTRUCTION TESTING TOTAL					**$4,608.00**
III	**PROFESSIONAL SERVICES**					
1.	Project Engineer/Word Processor for Reports	$396.00		LS	$396.00	**$396.00**
	COST SUMMARY					
I	Utility Installation Backfill Testing	$1,196.00				**$1,196.00**
II	Roadway Construction Testing	$4,608.00				**$4,608.00**
II	Professional Services	$396.00				**$396.00**
	CONSTRUCTION MATERIALS TESTING TOTAL	**$6,200.00**				**$6,200.00**