



New River
Community Development District

Jeff Smith, Chairman

David Lione, Vice Chairman

Ryan Thomas, Assistant Secretary

Jordan Alexander, Assistant Secretary

Russ Mercier, Assistant Secretary

May 18, 2026

AGENDA

New River Community Development District

Agenda

Monday
May 18, 2026
5:30 p.m.

Seat 2: Jeff Smith - C	
Seat 1: David Lione - VC	
Seat 3: Ryan Thomas - AS	
Seat 4: Jordan Alexander - AS	
Seat 5: Russ Mercier - AS	

New River Amenity Center
5227 Autumn Ridge Drive
Wesley Chapel, FL 33545

Zoom Link: <https://us06web.zoom.us/j/8260385621>
Meeting ID: 826 038 5621
Passcode: dS3D6Q
Zoom Phone #: (305) 224-1968

Board of Supervisors Meeting

- I. Roll Call
- II. Supervisors' Requests & Audience Comments on Specific Items on the Agenda) Audience Comments Limited to 3 Minutes per Person)
- III. Approval of the April 20, 2026 Board of Supervisors Meeting Minutes
- IV. Staff Reports
 - A. Aquatics Maintenance
 1. Report
 2. Consideration of Advanced Aquatic Proposal for Aquatic Maintenance of Additional Ponds
 - B. Landscape Manager
 1. Report
 2. Consideration of Pine Lake Services Proposal to Separate the Irrigation Zones
 3. Consideration of Pine Lake Services Revised Proposal for Sod Replacement
 4. Consideration of Pine Lake Services Proposal for Well Repair
 - C. Field Manager
- V. Business Items
 - A. Ratification of Mike's Signs Proposal for Signage Printing & Reproduction
 - B. Appointment of Audit Committee
- VI. Discussion Items
 - A. District Transition Checklist (*To Be Provided Under Separate Cover*)

- B. Shade Session
 - C. June Workshop
 - D. Jeff Smith Becoming Liaison or Staff to Board
 - E. Sport Build Supply's Demand Letter for Pickleball Courts
 - F. Property Conveyance
 - G. Number of Registered Voters in the District - 879
 - H. General Election Qualifying Period
 - I. July 1, 2026 Form 1 Filing Deadline
- VII. Financial Reports
- A. Approval of Check Register
 - B. Financial Report
- VIII. Supervisor Requests and General Audience Comments (Limited to 3 Minutes)
- IX. Next Regularly Scheduled Board of Supervisors Workshop is **June 1, 2026 at 5:30 p.m.** at the New River Amenity Center
- X. Next Regularly Scheduled Board of Supervisors Meeting is **June 15, 2026 at 5:30 p.m.** at the New River Amenity Center
- XI. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <https://www.newrivercdd.com>

SECTION III

**MINUTES OF MEETING
NEW RIVER
COMMUNITY DEVELOPMENT DISTRICT**

1 The regular meeting of the Board of Supervisors of the New River Community Development 5
2 District was held Monday, April 20, 2026, and called to order at 5:31 p.m. at the New River 6 Amenity
3 Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida

4
5 Present and constituting a quorum were:

6	Jeff Smith	Chairman
7	David Lione	Vice Chairman
8	Russ Mercier	Assistant Secretary
9	Jordan Alexander	Assistant Secretary
10	Ryan Thomas	Assistant Secretary (<i>via teams</i>)

11

12 Also present either in person or via Teams were:

13	Mark Vega	District Manager, Inframark
14	Jerry Whited	District Engineer, (<i>via teams</i>)
15	Jason Jaszak	Aquatic, Advanced Aquatic

16

17 *This is not a certified or verbatim transcript but rather represents the context and summary of*
18 *the meeting. The full meeting is available in audio format upon request. Contact the District*
19 *Office for any related costs for an audio copy.*

20

21 **FIRST ORDER OF BUSINESS** **Call to Order/Roll Call**

22 Mr. Vega called the meeting to order and called the roll. A quorum was established.

23

24 **SECOND ORDER OF BUSINESS** **Audience Comments**

25 No audience comments were offered.

26

27 **THIRD ORDER OF BUSINESS** **Staff Reports**

28 **A. Accountant**

29 District accountant not present.

30

31 **B. Field Manager**

32 Ms. Spaw to monitor the new crotons that have been installed at the Cypress monuments. The
33 cypress tree removal is still pending permit approval, which is being handled by Pine Lake.

34 Ms. Spaw advised that residents are upset about the stickers on the cars for parking in the road.

35 The pool resurfacing is scheduled for September 28, 2026

36 Ms. Spaw requested the Board's opinion on the Westgate residents requesting to hold events. The
37 Board denied this request.

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C. Aquatics Maintenance

i. Aquatic Inspections Report

Mr. Jaszczak reviewed the aquatics inspections report with the Board and advised that kids have been moving rip rap into the inflow pipe.

ii. Consideration of Advanced Aquatics 2026/2027 Renewal Letter

On MOTION by Mr. Lione, seconded by Mr. Mercier, with all in favor, the motion to approve the Advanced Aquatics 2026/2027 Renewal Letter carried. 4-0

D. Landscape

Ms. Milch provided the Board with the following updates:

- Crotons at the entrance project is complete
- Mulch bed shrinkage is complete with new sod installed
- New sod is being installed on the boulevard

5:41 p.m. Jordan Alexander joined the meeting.

- Reclaimed water bill will be sent to John Amarosa of Pine Lake Nursery
- Pine Lake will stop trimming the Ligustrums on the boulevard.

E. District Engineer

Mr. Whited advised he is available to meet with Jere Earlywine, Vivek Babbar, Jeff Smith, Brian Young of GMS and Mr. Vega.

i. Engineer's Report

No updates provided.

F. District Counsel

District Counsel not present.

70 **G. District Manager**

71 **i. Review of Phase2 Mapping**

72 Mr. Vega discussed Phase 2 with the Board.

73

74 **ii. Discussion of FY2027 Proposed Budget First Draft**

75 Mr. Vega discussed FY2027 Proposed Budget with the Board and stated GMS will need to revise
76 the allocation from unplatted to platted.

77

78 7:00 p.m. Ryan Thomas dropped off the meeting call.

79

80

81 **FOURTH ORDER OF BUSINESS Business Administration**

82 **A. Consideration of Minutes from the Workshop held on March 02, 2026**

83 **B. Consideration of Minutes from the Meeting held on March 16, 2026**

84 **C. Consideration of Minutes from the Workshop held on April 6, 2026**

85 **D. Consideration of February 2026 Financial Statement**

86 **E. Ratification of Triangle Pool Proposal #987654388**

87 **F. Ratification of Pine Lake Proposal #8308**

88 **G. Ratification of Munyan Proposal #26LR**

89 **H. Ratification of Stanley Martin Parcel E2 Phase 2**

90 **I. Discussion of Check Request for the Audit FY2025**

91 **J. Consideration of Resolution 2026-03; Appointing District Manager**

92 **K. Consideration of Resolution 2026-04; Designating Authorized Signatories**

93 **L. Consideration of Resolution 2026-05; Designating Officers of the District**

94 **M. Consideration of Resolution 2026-06; Redesignating Admin Office of the District**

95

96 On MOTION by Mr. Lione, seconded by Mr. Mercier, with all in favor,
97 the motion to approve the Business Administration Items A-M carried. 4-
98 0

99 **FIFTH ORDER OF BUSINESS Supervisors' Requests and New Business**

100

101 Mr. Lione inquired about townhome warrantee.

102 Mr. Smith requested the status of the pickleball court warranty.

103 Mr. Vega and Ms. Shaw stated that the vendor has been contacted multiple times via phone and

104 email and District Counsel is on all of the emails.

105 Mr. Smith thanked Mr. Vega for his work with the District.

106

107 **SIXTH ORDER OF BUSINESS**

Adjournment

108 On MOTION by Mr. Lione, seconded by Mr. Mercier, with all in favor,
109 meeting was adjourned at 7:31 p.m.

110

111

112 _____
Chairman

SECTION IV

SECTION A

SECTION 1



New River Community Development District Waterway Inspection Report

Reason for Inspection:
Quality Assurance

Inspection Date:

4/14/2026

Prepared for:
New River
Community Development District

Prepared by:

Cody Q. Wylupek, Assistant Project Manager

www.AdvancedAquatic.com
lakes@advancedaquatic.com

292 S. Military Trail, Deerfield Beach, FL 33442
Locations in: Deerfield Beach, Fort Myers, Port St. Lucie, and Clearwater/Tampa
1-800-491-9621



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Site Assessments

Pond 1

Comments:

Site Looks Good

Pond 1 continues to be in great condition.

Water level remains low.



Pond 2

Comments:

Normal Growth Observed

Pond 2 is in great shape.

Lake dye was added to be proactive against algae blooms.

A gator was noticed during my inspection. Please keep in mind we have entered gator mating season.

Resident gator seems happy



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Site Assessments

Pond 3

Comments:

Site Looks Good

Pond 3 is in great shape and free of aquatic vegetation during my inspection.



Pond 4

Comments:

Site Looks Good

Little to no new shoreline growth.

Nothing growing in water

Lots of trash removed from pond today



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Site Assessments

Pond 5

Comments:

Site Looks Good

Pond 5 has almost dried up.

Preemergent was applied to the exposed sediment to help prevent new unwanted plant growth.

The rip rap around the MES structure is being disturbed and could cause problems down the road.



Pond 6

Comments:

Site Looks Good

Pond 6 remains in great condition as well. Nothing new to report for aquatic growth.

Pond dye was added to be proactive against algae blooms as the water level continues to drop.



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Site Assessments

Pond 7

Comments:

Site Looks Good

Pond 7 is in great condition and nothing new to report.



Pond 8

Comments:

Site Looks Good

Pond 8 remains in stellar condition.

The native aquatic littoral plants have rebounded after the cold winter. Plants are healthy and robust.



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Site Assessments

Pond 9

Comments:

Site Looks Good

Pond 9 continues to look fantastic.

No concerns to report for this month and debris was removed around the perimeter of the pond during our previous visit.



Pond 10

Comments:

Site Looks Good

Pond 10 remains in stellar condition.

Only item to report was a decent amount of debris was removed around the perimeter of the pond, due to close proximity to main road.



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Map



New River CDD

Key:

 Pond Perimeter

 Pond



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SECTION 2



WATERWAY MAINTENANCE AGREEMENT

FOR

NEW RIVER COMMUNITY DEVELOPMENT

DISTRICT



www.AdvancedAquatic.com

lakes@advancedaquatic.com

292 S. Military Trail – Deerfield Beach, FL 33442

Locations in: Deerfield Beach, Apollo Beach, Clearwater, Fort Myers, and Port St. Lucie,

1-800-491-9621



WATERWAY CHART

Client: New River Community Development District

Survey Date: May 2026

WATERWAY	PERIMETER :	ACREAGE :
18	1,683	1.73
19	1,228	1.26
20	2,066	5.1
21	1,257	2.39
22	2,718	3.81
23	995	1.29
24	1,816	2
25	654	0.48
Total:	12,417	18.06

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New River CDD - Ponds #18-25



Water Avalon Park Wesley Chapel by Stanley...

25 Avalon Park Wesley Chapel

18

19

Water

20

Image © 2025 Airbus

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22

23

24



Proposal Date: 5/8/2026

ENVIRONMENTAL SERVICES AGREEMENT

This agreement made the date set forth below, by and between Advanced Aquatic Services, Inc., a Florida Corporation, hereinafter called "AAS, Inc.", and

New River Community Development District
c/o Governmental Management Services
4530 Eagle Falls Pl
Tampa, FL 33619

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

- 1) AAS, Inc. agrees to manage additional eight (8) ponds (#18 -#25) with a total shoreline of approximately 12,417 linear feet located at New River CDD in Wesley Chapel, Florida.
2) A minimum of 24 inspections with treatment as required (2 visits per month).
3) CUSTOMER agrees to pay AAS, Inc., its agents or assigns, the following sum for specified environmental services:

Breakdown of Service:

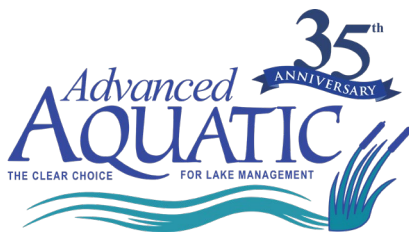
Table with 2 columns: Service Description and Amount. Includes Aquatic Weed and Algae Control (\$985.00), Shoreline Weed Control (Included), Debris Removal (Included), Management Reporting (Included), Quality Assurance Reporting (Included), and Total Monthly Investment (\$985.00).

Payments to be made in equal and consecutive monthly installments of \$985.00.

Accepted payment methods are by check mailed to our Deerfield Beach office, Automated Clearing House (ACH), or by credit card (a 5% convenience fee will be added to credit card payments).

This agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER under this agreement. The length of this contract is valid for one year from that date. This contract will automatically renew every year on the anniversary date for a one-year term, with a four percent (4%) escalation in the annual contract price each year, rounded to the nearest dollar, unless written notice is received by AAS, INC. through certified mail canceling the service sixty (60) days prior to the anniversary date. Service will begin within ten (10) days of receipt of the signed contract. Payment is required net thirty (30) days from invoice date. This agreement is void if not signed within forty-five (45) days.

- 4) This agreement is subject to the terms and conditions contained on pages 1-2 of this agreement.
5) If CUSTOMER requires AAS to enroll in any special third-party compliance programs invoicing or payment plans that charge AAS, those charges will be invoiced back to CUSTOMER.
6) It is the CUSTOMER'S responsibility to inform AAS, INC. of any and all work areas that are required mitigation area(s). AAS, INC. assumes no responsibility for damage to mitigation area(s) where the CUSTOMER has failed to inform AAS, INC. of said area(s).
7) Under shoreline grass control program AAS, Inc. will treat border grasses and brush. Certain plants such as grasses and cattails leave visible structure which may take several



Proposal Date: 5/8/2026

(New River Community Development District, Page 2 of 2)

seasons to decompose. AAS, INC. is not responsible for such removal.

8) CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he had control of these areas to the extent that he may authorize the specified services and agrees to hold AAS, INC. harmless for the consequences of such services not arising out of AAS, INC.'s negligence.

9) Neither party shall be responsible in damages, penalties or otherwise for any failure to delay in the performance of any of its obligation hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulation, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

10) Sixty (60) day cancellation is allowed under this Agreement if CUSTOMER feels AAS, INC. is not performing up to its contractual obligations. CUSTOMER must notify AAS, INC. by US mail, of said cancellation. All monies must be paid to AAS, INC. that are owed through the last month of service.

11) AAS, INC. agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the negligence of AAS, INC., however, AAS, INC. shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

12) Should it become necessary of AAS, INC. to bring action for collection of monies due and owing under the Agreement. CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AAS, INC. resulting from such collection action. Palm Beach County shall be the venue for any dispute arising under this agreement.

13) CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AAS, INC. may cancel agreement.

14) AAS, INC. reserves the right, under special circumstances, to initiate surcharges relating to extraordinary increases of water treatment products and/or fuel.

15) This constitutes the entire Agreement of the parties; no oral or written changes may be made to this agreement unless authorized in writing by both parties.

For: *Advanced Aquatic Services, Inc.*

Authorized Customer's Signature Title

Date: _____

Print Name: _____ Date: _____

Contract Start Date: _____

SECTION B

SECTION 2



New River CDD - Annual Zone Separation

Date 4/21/2026
Customer New River CDD | 5227 Autumn Ridge Dr | Wesley Chapel, FL 33545
Property New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Adding a zone to separate the Annuals from the Turf zone at the front of the Community.

Annuals Separation

Irrigation Enhancement

Items	Quantity	Unit	
1" Scrubber Valve RB	1.00	EA	
Hunter Decoder 1 Station	1.00	EA	
Valve Box 14x19x12	1.00	EA	
Fittings, Pipe, Supplies	1.00	EA	
Trencher	1.00	Day	
			Irrigation Enhancement: \$2,645.82
			PROJECT TOTAL: \$2,645.82

Terms & Conditions

Terms & Conditions

Payment Terms

- Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.
- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.
- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.
- Interest will accrue on all invoices over thirty days old. Past due amounts will accrue interest at a rate of 1.5% per month (18% APR). Client agrees to pay any costs associated with collection, including but not limited to court and attorney's fees as additional sums owed.

E X C L U S I O N S

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **This Proposal price is valid for Thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.**
- Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.
- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create

unforeseen labor, equipment, material, or disposal charges

- MOT for temporary traffic control
- Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs
- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
- Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.
- Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.
- Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:
- Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.
- Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.
- Existing tree preservation, barricading, pruning, root pruning, or inventory
- Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work
- Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors
- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
- Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

- In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5 percent between the date of this Contract and the date of installation

Warranty and Tolerances

- Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work

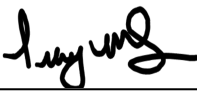
- Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract
- Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.
- Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities
- Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client
- Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor
- Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.
- Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

- Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.
- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
- Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system
- Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly

maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials
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- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By 

Terry Mclane
Date 4/21/2026

Pine Lake Services, LLC

By _____
New River CDD
Date _____

SECTION 3



8644 - New River CDD - Revised - Sod Replacement Along River Glen Blvd (Northernmost Section) - Spring 2026

Date 5/12/2026

Customer New River CDD | 5227 Autumn Ridge Dr | Wesley Chapel, FL 33545

Property New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

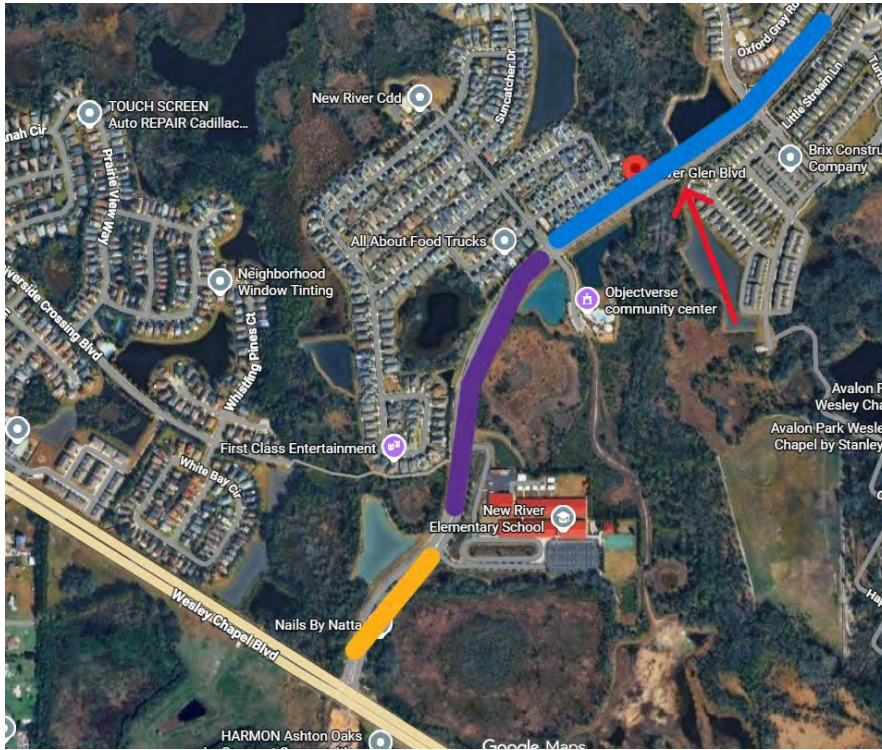
Account Manager Jessi Milch

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Pine Lake to install new sod along some medians and ROW's of River Glen Blvd in New River CDD. New sod to match existing/intentional turf type.

Avalon Park stretch of River Glen Blvd: 43,736 sq ft

Includes flagging of irrigation heads pre-install, and irrigation check post-install.



St. Augustine Sod

St. Augustine Sod

Items

RIVER GLEN BLVD: Areas near Avalon Park (43,736 sq ft)

St. Augustine Sod: \$62,480.00

Irrigation Repair/Installation

Irrigation Enhancement

Items

Flagging heads prior to install & Irrigation Check/
Repairs Post-Installation

Irrigation Enhancement: \$818.18

PROJECT TOTAL: \$63,298.18

Terms & Conditions

Terms & Conditions

Payment Terms

Any proposal exceeding \$5,000 for an enhancement to a Maintenance property, a 50% deposit will be required upon acceptance to schedule job. The remaining 50% balance will be due upon completion of job.

Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.

Interest will accrue on all invoices over thirty days old. Past due amounts will accrue interest at a rate of 1.5% per month (18% APR). Client agrees to pay any costs associated with collection, including but not limited to court and attorney's fees as additional sums owed.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

This Proposal price is valid for thirty (30) days. We reserve the right to modify pricing after that time to reflect current market prices.

Site work is excluded unless specified in writing within the Proposal. Site should be at finished grade (within 1" of final grade), with all soils in sod and planting areas to be loose, not compacted, and ready to install landscape material. If site is not at finished grade, Contractor reserves the right to delay until site is properly prepared.

Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.

Soil replacement where base material and/or aggregate material was removed for proper planting

Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.

Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.

Conduit and connections for electrical, gas, and all other utilities and services

Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges

MOT for temporary traffic control

Any Irrigation or utility trenching thru roads, road base, concrete, or rock will incur additional costs

Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape

We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed

Backflow Connection

Water source for irrigation is based on specifications at the dedicated meter of the location marked on irrigation plan sheet. If a different location of the dedicated water source is established during construction a change order will be entered into to adjust for the costs associated with the new route for mainline and connections.

Man hours required to find installed buried irrigation sleeves or irrigation piping in areas where asphalt, concrete, curbs, or other hard surfaces are installed prior to completing the irrigation system and where markings or stubs have been placed to show location of irrigation sleeves or piping and these markers have been damaged, buried, or removed by others.

Additional man hours required to maintain plant material and/or sod of a landscape and irrigation installation project that:

Has been started by Pine Lake Nursery and Landscape and/or its subcontractors and is interrupted, delayed, impeded, or prohibited, by others from being worked on continuously until the landscape and irrigation project is completed. Pine Lake Nursery and Landscaper and its subcontractors are excluded.

Upon completion of the landscape and irrigation installation project as specified in the landscape and irrigation plan sets is considered complete but will not be accepted as completed until the project as a whole is accepted as complete.

Existing tree preservation, barricading, pruning, root pruning, or inventory

Repairs to any erosion control measures that are damaged or inoperative prior to commencement of landscape and irrigation work

Any planting of sod or other ground cover as required by any municipality when construction of landscape and irrigation has ceased or been suspended for more than 30 days that is no fault of the landscape or irrigation contractor or subcontractors

Warranty on transplanted plant material from the project site

Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.

Change Order: The quantities or specifications of material as outlined in the Proposal could be adjusted at any time with approval in the form of a signed Change Order. Change Orders will be executed using current market prices

Escalation Clause

In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Construction Manager, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% percent between the date of this Contract and the date of installation

Warranty and Tolerances

Payments Received: The Warranty for the contract is only valid if payment is received in full on acceptance of the work

Diligence: The Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract

Competence: The Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.

Site Unknowns: It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock, and shale sub surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the proposal and may require changes in design and construction to overcome such problems – all for which the

Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities.

Damaged Utilities: Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities

Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client

Damage to installed material (plants, trees, sod, etc.) by foot traffic, machinery, equipment, other trades, owner neglect or acts of nature will be excluded from any warranty and will not be replaced at the cost of Contractor

Damage due to pest infestation is excluded from warranty and any damaged material will not be replaced at the cost of the Contractor. If, however, the Contractor has a separate maintenance contract with the client, pest control would fall under that contract and would be subject to those warranty parameters.

Damage due to improper watering after final acceptance will not be replaced at the cost of the Contractor

Material Tolerances

Wood: Pressure treated wood cannot be guaranteed against warp age, checking, or cupping.


Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone

Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation

Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.

Warranty Time Period: The Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer’s specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system

Client Responsibilities: The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements for the Warranty to remain in effect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves, troughs that damage plants, fallen branches, animal caused damage, damaged/ burst irrigation or drainage pipes that were not maintained properly, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor

By 
_____ **Jessi Milch**

Date 5/12/2026
_____ **Pine Lake Services, LLC**

By _____ **New River CDD**

Date _____

SECTION 4



New River CDD - Well Repair Proposal 5-26

Date 5/12/2026
Customer New River CDD | 5227 Autumn Ridge Dr | Wesley Chapel, FL 33545
Property New River CDD | 5227 Autumn Ridge Dr | Tampa, FL 33545

Pine Lake Services, LLC would like to thank you for the opportunity to bid. We look forward to working with you on this project. If you have any questions, please feel free to contact us at any time at projects@pinelakeLLC.com or (813) 948-4736.

Proposal to get the 3 existing wells on the property operational. This price does not include hooking the wells to the irrigation system or disconnecting from the reclaimed water.

Wells 1&2 need identical repairs to be operational.

Well 3 seems to be operational and will just need to be inspected and minimal repairs once power is restored.

Rebuilding Wells to Operational Condition

Well #1

Items	Quantity	Unit
5HP Grundfos Submersible Motor	1.00	EA
5HP Grundfos Submersible Pump	1.00	EA
5Hp Grundfos Control Box	1.00	EA
Cycle Stop	1.00	EA
Challenger Pressure Tank	1.00	EA
2" SS Constant Pressure Manifold	1.00	EA
2" SS Ball Valve	1.00	EA
1" Braided Accessory Hose	1.00	EA
Heavy Duty Pressure Switch	1.00	EA

2" Galvanized Drop Pipe	105.00	If
5"x2" Well Seal	1.00	EA
10-3 W/G Submersible Pump Wire	109.00	If
Pressure Gauge 0-160 PSI	2.00	EA
Misc Fittings	1.00	EA
24" x 24" Eco Pad for Pressure Tank	1.00	EA
Installation Fee	1.00	EA

Well #1: \$16,428.02

Well #2

Items	Quantity	Unit
5HP Grundfos Submersible Motor	1.00	EA
5HP Grundfos Submersible Pump	1.00	EA
5Hp Grundfos Control Box	1.00	EA
Cycle Stop	1.00	EA
Challenger Pressure Tank	1.00	EA
2" SS Constant Pressure Manifold	1.00	EA
2" SS Ball Valve	1.00	EA
1" Braided Accessory Hose	1.00	EA
Heavy Duty Pressure Switch	1.00	EA
2" Galvanized Drop Pipe	105.00	If
5"x2" Well Seal	1.00	EA
10-3 W/G Submersible Pump Wire	109.00	If
Pressure Gauge 0-160 PSI	2.00	EA
Misc Fittings	1.00	EA
24" x 24" Eco Pad for Pressure Tank	1.00	EA
Installation Fee	1.00	EA

Well #2: \$16,428.02

Well #3

Items	Quantity	Unit
Inspection Fee	1.00	EA
Misc Fittings	1.00	EA
	Well #3:	\$572.00

Fuel Surcharge

Fuel Surcharge

Items	Quantity	Unit
Fuel Surcharge	1.00	EA
	Fuel Surcharge:	\$335.00
PROJECT TOTAL:		\$33,763.04

Terms & Conditions

Terms & Conditions

Payment Terms

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- Payments made via credit card will be accepted up to \$4,750 and will include an additional 3% credit card fee.
- If payment requires Pine Lake to create and/or setup an account in an additional software, Pine Lake reserves the right to charge an administrative fee along with passing along any software fees charge.
- Interest will accrue on all invoices over thirty days old. Past due amounts will accrue interest at a rate of 1.5% per month (18% APR). Client agrees to pay any costs associated with collection, including but not limited to court and attorney's fees as additional sums owed.

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- Removal of base material and/or aggregate material within all landscape planting areas, sod areas and other green space areas that impedes or impacts proper planting of plant material and sod.
- Soil replacement where base material and/or aggregate material was removed for proper planting
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor reserves the right to retain an expert to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Soil, Sod and/or Mulch quantities are estimates only. They do not account for disturbed construction areas or other fluctuations. Invoices will reflect actual quantities used at proposed price per unit.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material, or disposal charges
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- Any cutting or repairing of any hard surface such as asphalt, concrete, pavers or curbs for irrigation or landscape
- We need 72 hours' notice prior to road base material or concrete work is installed so that sleeves and/or road bores are installed
- Backflow Connection
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project as a whole is accepted as complete.

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- Warranty on transplanted plant material from the project site
- Warranty on plant material that is not rated to grow in established USDA plant hardiness growth zone(s)

Procedure for Extra Work, Changes and Escalation

- If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary.
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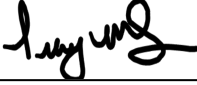
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- Stone: Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product, and the Client accepts this as a natural and acceptable quality of the stone
- Metal: Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation
- Concrete: Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots.
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- Use of Client Selected and Approved Substandard Materials: Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one-year warranty will be void or otherwise limited in writing on those items so impacted but will remain in effect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one-year warranty of the Contractor – prior to purchasing and/or installing such materials
- Material Grades: The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood has knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed installation. The Contractor shall endeavor to enable the Client to see or understand the representative range of color, texture, and related of all materials installed on a project, however, acceptable Florida Grades and Standards will be used for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or installed.

- Plant specified height and width are used as primary sizes for sourcing plant material. This may result in minor deviation from container and caliper size specifications.

By 

Terry McLane
Date 5/12/2026

Pine Lake Services, LLC

By _____
New River CDD
Date _____

SECTION V

SECTION A

ESTIMATE

Fields Consulting Group, LLC
(dba. Mike's Signs)
11749 Crestridge Loop
New Port Richey, FL 34655-0017

signsandgraphicsbymike@gmail.com
m
+1 (727) 480-6514



Meritus

Bill to
Inframark
New River CDD
Attn: Mark Vega / Beck Spaw
2005 Pan Am Circle #300
Tampa, FL 33607

Ship to
Cypress Village

Estimate details

Sales Rep: Mike Fields

Estimate no.: 1730

Estimate date: 04/29/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Printing & Reproduction	"Dog Park Rules" custom (36x42) 3mm acm metal sign with black on back - client will install with zip ties. Includes art setup.	1	\$300.00	\$300.00
2.	Printing & Reproduction	"Playground Rules" custom (24x30) 3mm acm metal sign with black on back - client will install with zip ties. Includes art setup.	1	\$250.00	\$250.00
3.	Shipping	Hand deliver (client will install)	1	\$75.00	\$75.00
				Total	\$625.00

Accepted date

5/4/26

Accepted by

SECTION VI

SECTION F

This instrument was prepared by and return to:
Kirsten H. Mood, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
850.692.7300

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2026, by and between **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 5322 Primrose Lake Circle, Suite C, Tampa, FL 33647 ("**Grantor**"), and **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Inframark IMS, 2005 Pan Am Circle, Suite 300 Tampa, FL 33607.

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

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

Tract B3, as more particularly described and depicted on the plat entitled, "Avalon Park West – North Phases 1A and 1B," and recorded in the Official Records of Pasco County, Florida at Plat Book 84, Pages 96 et seq.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESS

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Alessandra F. Corbucci
Address: 20173 Umbria Blvd
Tampa FL 33647

By: [Signature]
Name: John Voss
Title: APW HOA BOARD PRESIDENT

By: [Signature]
Name: Chloe Rodriguez
Address: 31140 Sun Kettle
Loop Wesley Chapel FL 33545

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27th day of April, 2026, by John Voss, as President of Avalon Park West Homeowners Association, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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



IN WITNESS WHEREOF, the Grantee has caused these presents to be executed on the day and year first above written.

WITNESS

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of New River Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate from a nonprofit corporation to a local government and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(13), Florida Administrative Code.

This instrument was prepared by and return to:
Kirsten H. Mood, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
850.692.7300

TERMINATION OF EASEMENT AGREEMENT

This **TERMINATION OF EASEMENT AGREEMENT** ("Termination") is made as of this ____ day of _____, 2026, by and between:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 ("District"); and

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 5322 Primrose Lake Circle, Suite C, Tampa, FL 33647 ("Association").

WITNESSETH:

WHEREAS, the District and Association are parties to that certain *Easement Agreement*, dated April 23, 2024, and recorded at Official Records Book 11002, Page 3846 of the Official Records of Pasco County, Florida ("Easement Agreement"), which affects real property owned by the District and is more particularly described in Exhibit A thereto; and

WHEREAS, the Easement Agreement was given for the purpose of accessing and maintaining the Improvements in connection with the associated Southwest Florida Water Management District Permit, which presently requires an alternate structure of ownership and maintenance thereof; and

WHEREAS, the parties desire to terminate the Easement Agreement.

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

1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Termination. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Easement Agreement.

WITNESSES

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Alessandra F. GORMLEY
Address: 2073 Umbria Hill Dr
Tampa FL 33647

By: [Signature]
Name: JOHN VOSS
Title: APW HOA BOARD PRESIDENT

By: [Signature]
Name: Chloe Rodriguez
Address: 3140 Sun Kettle
Loop Wesley Chapel FL 33545

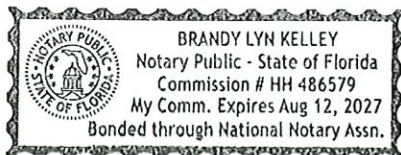
STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 27th day of April, 2026, by John Voss as President of Avalon Park West Homeowners Association, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



2. TERMINATION OF EASEMENT AGREEMENT. The Easement Agreement is hereby terminated.

IN WITNESS WHEREOF, parties have caused this Termination to be executed by its duly authorized officers effective immediately.

Signed, sealed and delivered
in the presence of:

**NEW RIVER COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

By: _____
Its: Chairperson/Vice Chairperson

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of New River Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[CONTINUED ON FOLLOWING PAGE]

This instrument was prepared by and return to:
Kirsten H. Mood, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
850.692.7300

(This space reserved for Clerk)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2026, by and between **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 5322 Primrose Lake Circle, Suite C, Tampa, FL 33647 ("**Grantor**"), and **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o Inframark IMS, 2005 Pan Am Circle, Suite 300 Tampa, FL 33607.

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

WITNESSETH

THAT GRANTOR(S), for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor(s) have in and to the following described lot, piece or parcel of land, and more particularly below ("**Property**"):

Tract B3, as more particularly described and depicted on the plat entitled, "Avalon Park West – North Phases 1A and 1B," and recorded in the Official Records of Pasco County, Florida at Plat Book 84, Pages 96 et seq.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESS

**AVALON PARK WEST HOMEOWNERS
ASSOCIATION, INC.**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of Avalon Park West Homeowners Association, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

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

IN WITNESS WHEREOF, the Grantee has caused these presents to be executed on the day and year first above written.

WITNESS

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of New River Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate from a nonprofit corporation to a local government and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(13), Florida Administrative Code.

This instrument was prepared by and return to:
Kirsten H. Mood, Esq.
Kutak Rock, LLP
107 West College Avenue
Tallahassee, Florida 32301
850.692.7300

TERMINATION OF EASEMENT AGREEMENT

This **TERMINATION OF EASEMENT AGREEMENT** (“Termination”) is made as of this ____ day of _____, 2026, by and between:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 (“District”); and

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 5322 Primrose Lake Circle, Suite C, Tampa, FL 33647 (“Association”).

WITNESSETH:

WHEREAS, the District and Association are parties to that certain *Easement Agreement*, dated April 23, 2024, and recorded at Official Records Book 11002, Page 3846 of the Official Records of Pasco County, Florida (“Easement Agreement”), which affects real property owned by the District and is more particularly described in Exhibit A thereto; and

WHEREAS, the Easement Agreement was given for the purpose of accessing and maintaining the Improvements in connection with the associated Southwest Florida Water Management District Permit, which presently requires an alternate structure of ownership and maintenance thereof; and

WHEREAS, the parties desire to terminate the Easement Agreement.

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

1. RECITALS; DEFINED TERMS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Termination. Capitalized terms for which no definition is provided herein shall have the meaning ascribed to them in the Easement Agreement.

2. TERMINATION OF EASEMENT AGREEMENT. The Easement Agreement is hereby terminated.

IN WITNESS WHEREOF, parties have caused this Termination to be executed by its duly authorized officers effective immediately.

Signed, sealed and delivered
in the presence of:

**NEW RIVER COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

By: _____
Its: Chairperson/Vice Chairperson

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of New River Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[CONTINUED ON FOLLOWING PAGE]

WITNESSES

AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of Avalon Park West Homeowners Association, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

This instrument was prepared by:

Kirsten H. Mood, Esq.
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
(850) 692-7300

EASEMENT AGREEMENT
(RIVER GLEN BOULEVARD AMENITY PONDS)

THIS EASEMENT AGREEMENT (“Agreement”) is made this ___ day of _____, 2026, by:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and whose c/o Governmental Management Services - Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 (“**Grantor**”), and

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantee**”).

WITNESS

WHEREAS, Grantor is the owner in fee simple of certain real property located in Pasco County, Florida, and more particularly described in **Exhibit A (“Property”)**; and

WHEREAS, for the benefit of Grantee and their landowners and residents, Grantee desire to access and maintain certain stormwater, hardscape, landscape, and irrigation improvements located within the Property (“**Improvements**”); and

WHEREAS, Grantor agrees to grant to Grantee an easement through the Property for the purposes of Grantee maintaining the Improvements located thereupon;

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF NON-EXCLUSIVE EASEMENT. Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, and its respective employees, agents, assignees, contractors¹ (or their subcontractors, employees or

¹ The parties agree that the Grantee may contract with the Avalon Park West Homeowner’s Association, Inc. as the District’s contractor for purposes of maintaining the ponds.

materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the Property.

3. INCONSISTENT USE. Grantor agrees and covenants that it shall not exercise any rights in the Property inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

4. BENEFICIARIES. This Agreement shall be for the benefit and use of Grantee and their permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. BINDING EFFECT; RUNS WITH LAND. This Agreement and all the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Property.

6. TERMINATION. At any time, any party may terminate this Agreement for any or no reason in its sole discretion and by providing at least sixty (60) days written notice to the other parties of its intent to terminate.

7. DEFAULT. A default or termination by any party under this Agreement shall only entitle the other party to terminate this Agreement, and, in connection with any default hereunder, the parties hereto waive and release the other party from any and all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

8. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. ASSIGNMENT. Except as set forth in Section 5, no party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled **according** to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. PUBLIC RECORDS. All documents of any kind provided to the New River Community Development District (or Avalon Park West Community Development District) (together, “**CDDs**”) in connection **with** this Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. The parties acknowledge that the designated public records custodian for the CDDs are their respective District Managers (“**Public Records Custodian(s)**”). Among other requirements and to the extent applicable by law, the parties shall 1) keep and maintain public records; 2) upon request by the Public Records Custodian(s), provide the CDDs with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the parties do not transfer the records to the Public Records Custodian(s); and 4) upon any termination of this Agreement, transfer to the CDDs, at no cost, all public records in their respective possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by a party, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CDDs in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AT C/O JASON GREENWOOD, c/o GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC, 4530 EAGLE FALLS PLACE, TAMPA, FL 33619, PHONE (813) 344-4844, AND EMAIL JGREENWOOD@GMS-TAMPA.COM, OR FOR AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an **instrument** in writing which is executed by both parties hereto.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties **relating** to the subject matter of this Agreement.

16. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and **delivered**, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

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

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE OF AGREEMENT]

WITNESSES

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

NEW RIVER LAKES
COMMUNITY DEVELOPMENT DISTRICT
CONVEYANCE PARCELS
(DRAINAGE AREA NO. 1)

DESCRIPTION: A PARCEL OF LAND LYING IN SECTIONS 11 AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14; N.89°38'34"W., 1432.57 FEET TO THE POINT OF BEGINNING; THENCE S.27°42'08"W., 41.31 FEET; THENCE S.61°21'41"W., 68.56 FEET; THENCE N.28°38'19"W., 117.43 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 583.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 22°16'53" (CHORD BEARING N.47°36'57"E., 579.66 FEET) TO A POINT OF TANGENCY; THENCE N.58°45'24"E., 324.39 FEET; THENCE S.08°35'46"E., 136.43 FEET; THENCE S.36°46'01"W., 99.34 FEET; THENCE S.59°35'57"W., 97.16 FEET; THENCE S.24°21'54"W., 104.17 FEET; THENCE S.20°38'51"E., 163.19 FEET; THENCE WEST, 418.81 FEET; THENCE S.27°42'08"W., 91.94 FEET TO THE POINT OF BEGINNING.

As depicted in the picture below, and located adjacent to River Glen Boulevard:



AMENDED AND RESTATED CDD / HOA MAINTENANCE AGREEMENT¹

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ___ day of _____, 2026, by and between:

Avalon Park West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Avalon Park West Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, roadway, stormwater, hardscaping, landscaping, irrigation, and other improvements; and

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

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

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

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

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

¹ This Agreement amends and restates that prior Amended and Restated CDD/HOA Maintenance Agreement dated March 27, 2024, made by and between the District and the Association.

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **SCOPE OF WORK.**

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

damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Reporting.**
 - i. Upon request of the District, the Association agrees to meet with the District's representative to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement. If deemed necessary by the District, the Association agrees to meet as frequently as one time per month until items of concern are resolved to the District's satisfaction.
 - ii. The Association shall provide to the District copies of all contracts and amendments thereto for the Work (e.g., aquatics maintenance contract, landscape maintenance contract, wetlands maintenance contract, etc.).
 - iii. The Association shall require that contractors provide – and shall provide to the District – periodic reports (at least once per quarter) describing the Work being performed and the status of any items of concern.
 - iv. The Association on an annual basis and prior to February 1 of each year shall provide a report to the District that: (a) describes the Work performed during the past year, (b) identifies all contractors used in the past year to perform the Work, (c) details the amounts spent to perform the Work during the past year, (d) provides the anticipated budget to perform the Work in the upcoming year, and (e) identifies any items of current or future concern reasonably known to the Association and related to the Work and/or the District's property.

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

4. TERM. This Agreement commences on the date first written above and continues through September 30, 2027 ("**Initial Term**"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.

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

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.

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

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

7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

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

9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

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

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

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

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

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

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

18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

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

20. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in the County in which the District is located.

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

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431 PHONE (561) 571-0010, AND E-MAIL INFO@AVALONPARKWESTCDD.NET.

24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

AVALON PARK WEST HOMEOWNERS' ASSOCIATION, INC.

By: _____

Its: _____

EXHIBIT A: Scope of Work

DRAFT

Page 9 of 11
EXHIBIT A
SCOPE OF WORK

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the District's roadway, stormwater, hardscape, landscape and irrigation improvements located on the following property (together, "Property"):

Tracts A-1B, A-2, B-2, B-2A, B-6, and B-11A, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida ("Phases 1A and 1B Plat").

Tracts A-2, B-2, B-2C, B-12A, B-12B, and B-12C, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phase 3*, and recorded in Plat Book 88, Page 115 et. seq., of the Public Records of Pasco County, Florida ("Phase 3 Plat").

Tracts A-3, A-4, B-14A, B-14B, B-15A, B-16A, and B-16C, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 2, 4, 5, 6 and 7*, and recorded in Plat Book 90, Page 11 et. seq., of the Public Records of Pasco County, Florida ("Phases 2, 4, 5, 6, and 7 Plat", together with Phases 1A and 1B Plat and Phase 3 Plat "Plats").

All (APWCDD) Drainage and Access Easements and (CDD) Side Yard Drainage/Access Easements within the District's boundaries, as more particularly described and depicted on the Plats.

And Drainage Area No. 1, which is described as:

NEW RIVER LAKES
COMMUNITY DEVELOPMENT DISTRICT
CONVEYANCE PARCELS
(DRAINAGE AREA NO. 1)

DESCRIPTION: A PARCEL OF LAND LYING IN SECTIONS 11 AND 14, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 14, RUN THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 14; N.89°38'34"W., 1432.57 FEET TO THE POINT OF BEGINNING; THENCE S.27°42'08"W., 41.31 FEET; THENCE S.61°21'41"W., 68.56 FEET; THENCE N.28°38'19"W., 117.43 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY, 583.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 22°16'53" (CHORD BEARING N.47°36'57"E., 579.66 FEET) TO A POINT OF TANGENCY; THENCE N.58°45'24"E., 324.39 FEET; THENCE S.08°35'46"E., 136.43 FEET; THENCE S.36°46'01"W., 99.34 FEET; THENCE S.59°35'57"W., 97.16 FEET; THENCE S.24°21'54"W., 104.17 FEET; THENCE S.20°38'51"E., 163.19 FEET; THENCE WEST, 418.81 FEET; THENCE S.27°42'08"W., 91.94 FEET TO THE POINT OF BEGINNING.

The above-described Drainage Area No. 1 is depicted in the picture below, and located adjacent to River Glen Boulevard:



MAINTENANCE PROGRAM

Weekly:

- Common area mowing on a weekly basis (but every other week March 1 through November 1). Weeding, edging and tree trimming will be done on an as-needed basis.
- Inspect and maintain irrigation system for the District's common area, as needed, including but no limited to by periodically maintaining the irrigation meters.

Monthly:

- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any conservation / mitigation areas – including removal of nuisance / exotic species – to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- On a schedule necessary to meet the applicable District permit requirements, conduct any monitoring and maintenance of any aquatic ponds for water quality and aesthetic purposes – including removal of nuisance / exotic species – and to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

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

DRAFT

This instrument was prepared by:

Kirsten H. Mood, Esq.
Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301

RECIPROCAL DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ___ day of _____, 2026, by:

Avalon Park West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (**“Avalon Park West”**), and

New River Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 (**“New River”**, and together with Avalon Park West, the **“Districts”**).

WITNESS

WHEREAS, Avalon Park West is the owner in fee simple of certain real property located in Pasco County, Florida, and more particularly described in **Exhibit B (“APW Property”)**, and New River is the owner in fee simple of certain real property located in Pasco County, Florida, and more particularly described in **Exhibit B (“New River Property”)**(collectively, the **New River Property** and the **APW Property**, shall be referred to as the **“Property”**); and

WHEREAS, for the benefit of the Districts, their landowners, and their residents, the Districts desire to access and maintain certain stormwater, hardscape, landscape, and irrigation improvements located within the Property (**“Improvements”**); and

WHEREAS, the Districts have entered into that certain *Interlocal Agreement regarding Shared Stormwater System ERP No. 43013559.046 (“Interlocal Agreement”)* of even date herewith given for the purpose of accessing and maintaining the Improvements on the Property in connection with the associated Southwest Florida Water Management District Permit Environmental Resource Permit No. 43013559.046 to which both Districts are parties; and

WHEREAS, the Districts desire to enter into this Agreement to agree upon certain mutual access and drainage easements necessary for the construction, development and use of the Improvements as more particularly set forth herein.

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

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. GRANT OF EASEMENTS.

a. Subject to the terms of the Interlocal Agreement, Avalon Park West, on behalf of itself, its successors, and assigns hereby grants to New River, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the APW Property.

b. Subject to the terms of the Interlocal Agreement, New River, on behalf of itself, its successors, and assigns hereby grants to Avalon Park West, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the New River Property.

3. INCONSISTENT USE. The Districts agree and covenant that the Districts shall not exercise any rights in the Property inconsistent with, or which unreasonably interfere with, the rights herein afforded.

4. BENEFICIARIES. This Agreement shall be for the benefit and use of the Districts and their permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. BINDING EFFECT; RUNS WITH LAND. This Agreement and all the provisions hereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Property.

6. TERMINATION. At any time, any party may terminate this Agreement for any or no reason in its sole discretion and by providing at least sixty (60) days written notice to the other parties of its intent to terminate.

7. DEFAULT. A default or termination by any party under this Agreement shall only entitle the other party to terminate this Agreement, and, in connection with any default hereunder, the parties hereto waive and release the other party from any and all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

8. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other parties

or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. ASSIGNMENT. Except as set forth in Section 5, no party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

10. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

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

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN FOR NEW RIVER COMMUNITY DEVELOPMENT DISTRICT AT C/O JASON GREENWOOD, c/o GOVERNMENTAL MANAGEMENT SERVICES - TAMPA, LLC, 4530 EAGLE FALLS PLACE, TAMPA, FL 33619, PHONE (813) 344-4844, AND EMAIL

JGREENWOOD@GMS-TAMPA.COM, OR THE PUBLIC RECORDS CUSTODIAN FOR AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AT C/O CRAIG WRATHELL, WRATHELL, HUNT AND ASSOCIATES, LLC 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.

12. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this **Agreement** not held to be invalid or unenforceable.

13. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that each party **has** complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement **between** the parties relating to the subject matter of this Agreement.

16. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when **executed** and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

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

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE OF AGREEMENT]

WITNESSES

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____, as _____ of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A
APW PROPERTY

Tracts B-2, B-6, B-11A as shown on the plat of *Avalon Park West – North Phases 1A and 1B*, recorded at Plat Book 84, Page 96 et seq. in the Official Records of Pasco County, Florida.

Tracts B-2 and B-2A as shown on the plat of *Avalon Park West – North Phase 3*, recorded at Plat Book 88, Page 115 et seq. in the Official Records of Pasco County, Florida.

EXHIBIT B
NEW RIVER PROPERTY

Tracts B-2 (Drainage Area) and B-3 as shown on the plat of *Avalon Park West – North Phases 1A and 1B*, recorded at Plat Book 84, Page 96 et seq. in the Official Records of Pasco County, Florida.

Page 1 of 9
**INTERLOCAL AGREEMENT REGARDING
SHARED STORMWATER SYSTEM
ERP No. 43013559.046**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between:

Avalon Park West Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, and with offices at c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Avalon Park West**"), and

New River Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Tampa, LLC, 4530 Eagle Falls Place, Tampa, FL 33619 ("**New River**", and together with Avalon Park West, "**Districts**").

RECITALS

WHEREAS, the Districts presently own various systems, facilities and infrastructure including, but not limited to, stormwater ponds and related improvements ("**Stormwater System**"); and

WHEREAS, the Districts' Stormwater System is subject to certain operations and other requirements as part of Southwest Florida Water Management District Environmental Resource Permit No. 43013559.046 ("**Permit**"), to which both Districts are parties which spans portions of both Districts within the real property (the "**Property**") depicted in **Exhibit A** hereto; and

WHEREAS, the Districts have entered a Reciprocal Easement Agreement of even date herewith for the purpose of accessing and maintaining the Improvements on the Property in connection with the Permit; and

WHEREAS, the Districts desire to make it clear that each District is individually responsible under the Permit only for the operation and maintenance of the portion of the Stormwater System within its own boundary.

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

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **SCOPE OF RESPONSIBILITY.** The Districts agree that each District shall only be responsible for the requirements of the Permit to the extent that such requirements relate to the portion of the Stormwater System as shown in **Exhibit A** within that District's boundaries, except that New River shall have the perpetual right and obligation at its own cost and expense to maintain for all purposes the entirety of the lake bank and aquatics for the area indicated in **Exhibit B**. The Districts further agree to reasonably cooperate to submit any joint reports or otherwise undertake any other

joint activities that are required under the Permit. The Districts also warrant that all maintenance performed under this Agreement shall be performed in accordance with (a) applicable industry standards for stormwater management systems, (b) all applicable federal, state, and local laws, rules, regulations, and ordinances, and (c) all conditions and requirements set forth in the Permit and any other governmental permits, approvals, and authorizations applicable to the Stormwater System.

3. **INDEMNIFICATION.** Subject to the limitations of liability set forth in Section 768.28, Florida Statutes, or other applicable law, each District agrees to indemnify, defend and hold harmless the other District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or harm of any nature, arising out of, or in connection with, the acts or omissions of the indemnifying District, or its officers, employees, contractors, and representatives, related to the indemnifying District's obligations under this Agreement, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all fines, penalties, settlements, judgments, damages, liquidated damages, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in other proceedings) as ordered. The indemnified District shall promptly notify the indemnifying District in writing of any claim or action for which indemnification is sought and shall reasonably cooperate with the indemnifying District in the defense thereof. The indemnifying District shall have the right to control the defense of any such claim or action, including the selection of counsel, provided that the indemnified District shall have the right to participate in such defense at its own expense. Neither District shall settle any claim for which indemnification is sought without the prior written consent of the other District, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the indemnification obligations of this Section 3 are subject to the limitations set forth in Section 4 of this Agreement and Section 768.28, Florida Statutes, and nothing herein shall be construed to require either District to indemnify or insure the other District for the other District's own negligence or to assume any liability for the other District's negligence. The obligations of this Section 3 shall survive the termination or expiration of this Agreement with respect to any claims arising from acts or omissions occurring during the term of this Agreement.

4. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Districts beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute. In accordance with Section 768.28(19), Florida Statutes, neither District waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement, and nothing in this Agreement shall be construed to require either District to indemnify or insure the other District for the other District's negligence or to assume any liability for the other District's negligence. 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. In the event of any conflict between the indemnification obligations set forth in Section 3 of this Agreement and the limitations set forth in this Section 4 or Section 768.28, Florida Statutes, the limitations of this Section 4 and Section 768.28, Florida Statutes, shall control.

5. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** Each District shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Stormwater System, including but not limited to any applicable permits or other regulatory approvals.

6. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, each District shall have a “self-help” remedy whereby, in the event of a default by one District (the “**Non-Compliant District**”), the other District (the “**Self-Help District**”) may conduct operation/maintenance service for the Stormwater System and charge the reasonable and necessary cost of the work, consistent with the maintenance standards set forth in Section 2 of this Agreement, to the Non-Compliant District, provided that the Self-Help District first provides the Non-Compliant District with written notice of the default and a thirty (30) day opportunity to cure; provided, however, that in the event of an emergency posing an imminent threat to the Stormwater System, public safety, or compliance with the Permit, the Self-Help District may take immediate corrective action and shall provide notice to the Non-Compliant District as soon as practicable thereafter. The Non-Compliant District shall reimburse the Self-Help District within thirty (30) days of receipt of an itemized invoice with supporting documentation. If the Non-Compliant District disputes the charges, it shall notify the Self-Help District in writing within fifteen (15) days of receipt of the invoice, and the parties shall meet and confer in good faith to resolve the dispute within thirty (30) days. If the parties are unable to resolve the dispute through the meet-and-confer process, either party may pursue remedies in accordance with Section 10 of this Agreement. All notices required under this Section 6 shall be provided in accordance with the procedures set forth in Section 14 of this Agreement. Nothing contained in this Agreement shall limit or impair a District’s right to protect its rights from interference by a third party to this Agreement.

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

8. **ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void. This Section shall not be construed to prohibit either District from freely contracting for the provision of the work is the responsibility of that District pursuant to Section 2 of this Agreement.

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

10. **ENFORCEMENT OF AGREEMENT.** In the event that either District is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Districts relating to the subject matter of this Agreement.

12. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Districts.

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

14. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Districts may deliver Notice on behalf of his/her client. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

15. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Districts and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Districts any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Districts and their respective representatives, successors and assigns.

16. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

17. **PUBLIC RECORDS.** All documents of any kind provided to the Districts in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

20. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, parties have caused this Termination to be executed by its duly authorized officers effective immediately.

Signed, sealed and delivered
in the presence of:

**NEW RIVER COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

By: _____
Its: Chairperson/Vice Chairperson

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of New River Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[CONTINUED ON FOLLOWING PAGE]

WITNESSES

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

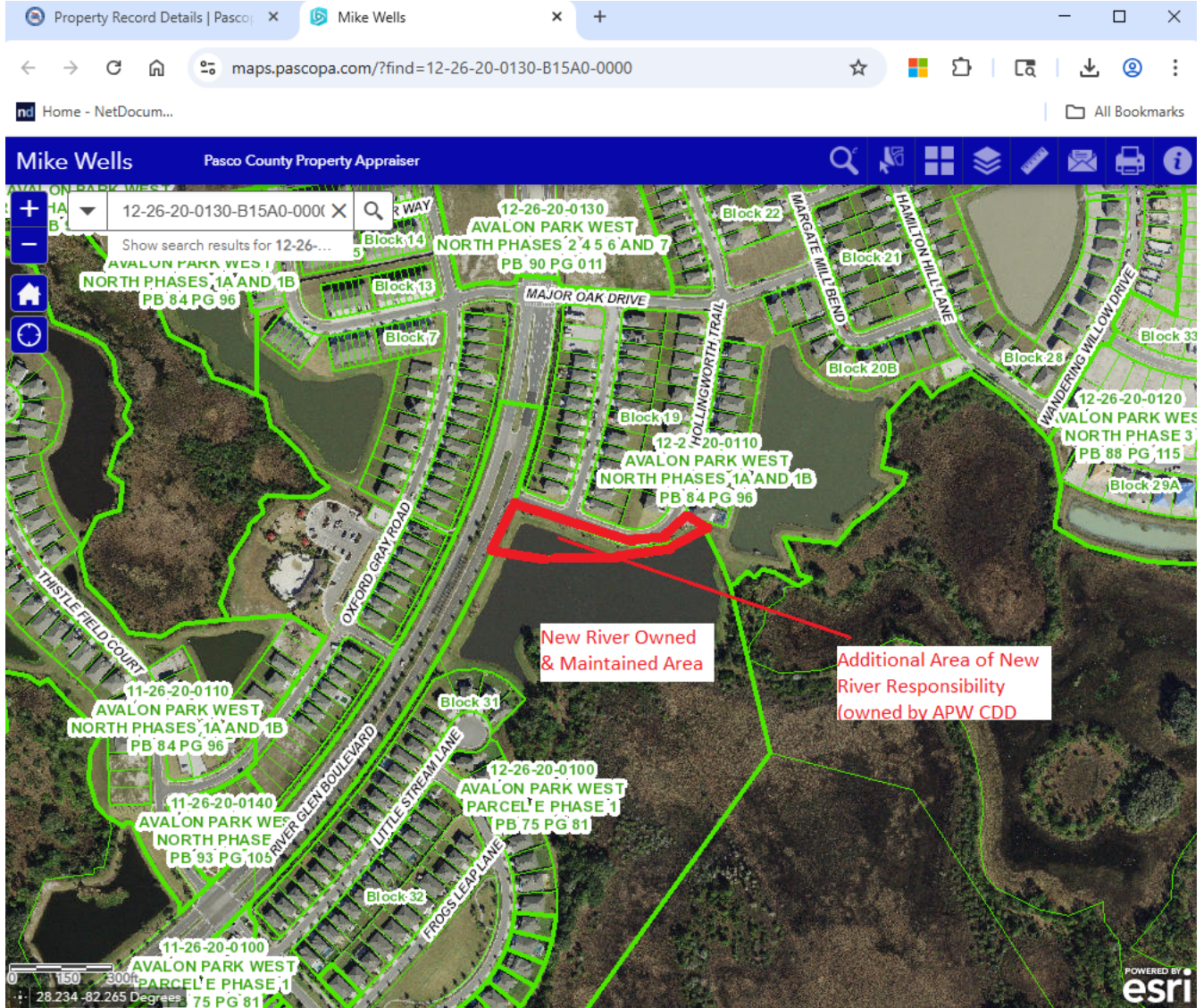
The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of Avalon Park West Community Development District., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

A portion of Tract B-2 as shown on the plat of *Avalon Park West – North Phases 1A and 1B*, recorded at Plat Book 84, Page 96 et seq. in the Official Records of Pasco County, Florida, depicted below.



Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of, the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume I (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.: _____ Application No(s): _____
 Project Name: _____ Phase (if applicable): _____

A. **Request to Transfer:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____
 Signature of Permittee _____ Name and Title _____

 Company Name _____ Company Address _____

 Phone/email address _____ City, State, Zip _____

B. **Agreement for System Operation and Maintenance Responsibility:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II.

The operation and maintenance entity does not need to sign this form if it is the same entity that was approved for operation and maintenance in the issued permit.

Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____
 Signature of Representative of O&M Entity _____ Name of Entity for O&M _____

 Name and Title _____ Address _____

 Email Address _____ City, State, Zip _____

 Phone _____ Date _____

Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation (if filed before 1995)
- A Completed documentation that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note: this is optional, but aids in processing of this request)



SECTION G

April 17, 2026

Tabitha Blackwelder
Administrative Assistant
2005 Pan Am Circle Suite 300
Tampa FL 33607

Dear Tabitha Blackwelder:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2026.

- Harvest Ridge Community Development District 304
- New River Community Development District 879
- Oakstead Community Development District 2,081
- The Groves Community Development District 1,093
- Watergrass I Community Development District 826

As always, please call me if you have any questions or need additional information.

Sincerely,

Tiffannie A. Alligood
Chief Administrative Officer

SECTION H

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES
FOR THE BOARD OF SUPERVISORS OF THE
NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the New River Community Development District (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Pasco County Supervisor of Elections located at West Pasco Government Center, 8731 Citizens Drive, New Port Richey, FL 34654; Ph: (727) 847-8162. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Pasco County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The New River Community Development District has two (2) seats up for election, specifically seats 1 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

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

SECTION VII

SECTION A

New River
Community Development District

Check Register

3/1/2026 - 3/31/2026

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	100222	03/05/26	INFRAMARK LLC	171477	Postage	admin fees	541006-51301	\$18.50
001	100223	03/05/26	ALL DONE SERVICES, INC	275	Clubhouse Cleaning Service for February, 2026.	CLEANING OF JULY 2024	531131-57201	\$300.00
001	100224	03/05/26	PINE LAKE SERVICES LLC	9217	New River CDD Maintenance Proposal 4.30.25	Contracts-Landscape	534050-53908	\$15,553.50
001	100224	03/05/26	PINE LAKE SERVICES LLC	9256	Feb services	Irrigation Repairs & Replacement	546932-53908	\$4,268.14
001	100225	03/05/26	ADVANCED AQUATIC SERVICES INC	030126-	Monthly Lake Maintenance.	monthly lake maintenance	546995-53805	\$984.00
001	100225	03/05/26	ADVANCED AQUATIC SERVICES INC	10562574	Plugged all the Pleco holes around the perimeter of ten (10) ponds	monthly lake maintenance	546995-53805	\$1,800.00
001	100226	03/05/26	DCSI INC	34782	Access System Code Administration	Security System Monitoring & Maint.	546479-57201	\$378.00
001	100227	03/05/26	TRI-CARE SERVICES INC	24780	Plumbing	PLUMBING REPAIR	546015-57201	\$875.00
001	100227	03/05/26	TRI-CARE SERVICES INC	24780	Plumbing	PLUMBING REPAIR	546015-57201	\$20.00
001	100227	03/05/26	TRI-CARE SERVICES INC	24780	Plumbing	PLUMBING REPAIR	546015-57201	\$65.00
001	100228	03/05/26	TRIANGLE POOL SERVICES	8529868128	Pool repairs 2/19/26	pol reptr	546074-57201	\$2,899.95
001	100228	03/05/26	TRIANGLE POOL SERVICES	8529868128	Pool repairs 2/19/26	pool ceaning	546074-57201	\$259.95
001	100228	03/05/26	TRIANGLE POOL SERVICES	8529868128	Pool repairs 2/19/26	pool	546074-57201	\$320.08
001	100228	03/05/26	TRIANGLE POOL SERVICES	925642	3/1/26, 3X WEEKLY COMMERCIAL POOL SERVICE	pol reptr	546074-57201	\$1,615.00
001	100229	03/05/26	dba 3C'S PRO SERVICE	36633	2x trees planting 45gallon	Landscape Replacement	546338-53908	\$900.00
001	100229	03/05/26	dba 3C'S PRO SERVICE	36632	2x cut trees stump grind 800	Landscape Replacement	546338-53908	\$800.00
001	100230	03/05/26	COMPLETE I.T.	19262	Email account 30GB	email maintenane	546998-57201	\$119.60
001	100231	03/12/26	BRLETIC DVORAK, INC	2329	Project and Field manager Feb	ENGINEERING SERV	531013-51501	\$2,925.00
001	100232	03/12/26	PASCO SHERIFF'S OFFICE	I-20262-12597	SECURITY/COMMUNITY AVALON PARK	7/4-29/2024 SERVICES	549900-53985	\$3,360.00
001	100233	03/12/26	PASKERT, DIVERS, THOMPSON	96310	February services	ProfServ-Legal Services	531023-51401	\$82.50
001	100234	03/12/26	INFRAMARK LLC	173018	Administrative Fees	admin fees	531027-51201	\$3,623.00
001	100235	03/12/26	PINE LAKE SERVICES LLC	9417	Maintenance Proposal 4.30.25 January 2026	Contracts-Landscape	534050-53908	\$15,553.50
001	100236	03/18/26	DCSI INC	34899	Access System Code Administration T	Security System Monitoring & Maint.	546479-57201	\$378.00
001	100237	03/18/26	TRIANGLE POOL SERVICES	9257762	pol reptr	R&M-Pools	546074-57201	\$251.80
001	100237	03/18/26	TRIANGLE POOL SERVICES	9257762	pol reptr	pool ceaning	546074-57201	\$219.95
001	100237	03/18/26	TRIANGLE POOL SERVICES	9257762	pol reptr	R&M-Pools	546074-57201	\$54.95
001	100237	03/18/26	TRIANGLE POOL SERVICES	9257762	pol reptr	R&M-Pools	546074-57201	\$133.95
001	100237	03/18/26	TRIANGLE POOL SERVICES	9257762	pol reptr	R&M-Pools	546074-57201	\$525.00
001	100238	03/18/26	TIMES PUBLISHING COMPANY	67794-011126	Baylink	Baylink Pasco	548002-51301	\$121.00
001	100239	03/18/26	PINE LAKE SERVICES LLC	9515	(25) 3 gal Croton 'Mammy'	Landscape Replacement	546338-53908	\$1,202.97
001	100240	03/26/26	HOMETEAM PEST DEFENSE, INC	117914300	Pest Control New Rate	Pest Control	531170-57201	\$120.90
001	2798	03/11/26	US BANK	8087894	Trustee services	ProfServ-Trustee Fees	531045-51301	\$4,956.50
001	2798	03/11/26	US BANK	8087894	Trustee services	Prepaid Items	155000	\$2,478.25
001	2799	03/25/26	SHEMEKA JHEGROO	21726	REFUND	Room Rentals	347010	\$150.00
001	2800	03/25/26	MIKE FASANO, PASCO COUNTY TAX COLLECTOR	11-26-20-0070-02400-	2024 TAXES	Pasco Tax collector	550102-51301	\$176.54
001	2801	03/25/26	MIKE WELLS	26017	Annual renewal fee	Tax Collector/Property Appraiser Fees	549114-51301	\$150.00
001	300054	03/25/26	VALLEY BANK CREDIT CARD	022826-6879	On-site expenses	SUPPLIES	549900-53985	\$2,006.23
001	300055	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-5125-ACH	2/5-3/5/26	service date 2/5-3/5/26	543014-53100	\$47.23
001	300056	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-5127-ACH	2/5-3/5/26	service date 2/5-3/5/26	543057-53100	\$2,841.07
001	300057	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-5128-ACH	2/5-3/5/26	service date 2/5-3/5/26	543085-57201	\$46.49
001	300058	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-5129-ACH	2/5-3/5/26	service date 2/5-3/5/26	543079-57201	\$438.57
001	300059	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-2171-ACH	2/5-3/5/26	service date 2/5-3/5/26	543014-53100	\$41.43
001	300060	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	031026-6919-ACH	2/5-3/5/26	service date 2/5-3/5/26	543079-57201	\$42.90
001	300061	03/31/26	PASCO COUNTY UTILITIES SERVICES	031226ACH	1/9-2/9/26	service 1/9-2/9/26	543041-53601	\$2,101.37
001	300064	03/27/26	WITHLACOOCHEE RIVER ELECTRIC	31026-5124-ACH	2/5/3/5/26	service date 9/5-10/4/24	543014-53100	\$41.64
001	DD558	03/10/26	CHARLES SCHWAB TRUST BANK	AM-030926-457-ACH	PD 3/10/26	Check request AM-022026-457-ACH	522015-57201	\$400.00
001	DD559	03/18/26	CHARLES SCHWAB TRUST BANK	AM-031726-457-ACH	401a	401(K) Plan	522015-57201	\$600.00
001	DD561	03/09/26	FRONTIER	021326-10-5	INTERNET SERVICES	SERVICE 6/13-7/13/24	541009-57201	\$179.49
Fund Total								\$76,426.95

SERIES 2010 DEBT SERVICE FUND - 201

201	2795	03/09/26	NEW RIVER-C/O U.S BANK N.A.	03032026-A2	Transfer of Tax Receipts (Series 2010 A-2)	Transfer of Tax Receipts (Series 2010 A-2)	131000	\$2,497.79
Fund Total								\$2,497.79

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 03/01/2026 to 03/31/2026

(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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SERIES 2020 DEBT SERVICE FUND - 202

202	2797	03/11/26	NEW RIVER-C/O U.S BANK N.A.	03032026A-1	Transfer of Tax Receipts (Series 2020 A-1)	Due From Other Funds	131000	\$2,575.49
							Fund Total	\$2,575.49

Total Checks Paid	\$81,500.23
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SECTION B

*New River
Community
Development
District*

Financial Report

March 31, 2026

CLEAR PARTNERSHIPS



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**New River
Community Development District**

Financial Statements

(Unaudited)

March 31, 2026

Balance Sheet
March 31, 2026

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 DEBT SERVICE FUND	SERIES 2020 DEBT SERVICE FUND	TOTAL
ASSETS				
Cash - Checking Account	\$ 834,902	\$ -	\$ -	\$ 834,902
Due From Other Funds	-	5,239	15,353	20,592
Investments:				
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,401	-	1,401
Remedial Indenture (A-2)	-	104,862	-	104,862
Reserve Fund (A-2)	-	169,594	-	169,594
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	233,647	233,647
Revenue Fund (A-2)	-	225,542	-	225,542
Revenue Fund (B-2)	-	522	-	522
Senior Prepayment Fund (A-1)	-	-	31	31
Senior Reserve Fund (A-1)	-	-	99,350	99,350
Subordinate Reserve Fund (A-1)	-	-	7,950	7,950
Subordinate Prepayment Fund (A-1)	-	-	1,967	1,967
Prepaid Items	3,047	-	-	3,047
Deposits	6,410	-	-	6,410
TOTAL ASSETS	\$ 844,359	\$ 527,451	\$ 358,298	\$ 1,730,108
LIABILITIES				
Accounts Payable	\$ 44,266	\$ -	\$ -	\$ 44,266
Due To Developer	13,258	-	-	13,258
Deposits	300	-	-	300
Due To Other Funds	20,592	-	-	20,592
TOTAL LIABILITIES	78,416	-	-	78,416
FUND BALANCES				
Nonspendable:				
Prepaid Items	3,047	-	-	3,047
Deposits	6,410	-	-	6,410
Restricted for:				
Debt Service	-	527,451	358,298	885,749
Assigned to:				
Operating Reserves	159,263	-	-	159,263
Reserves - Buildings	392,012	-	-	392,012
Unassigned:				
	205,211	-	-	205,211
TOTAL FUND BALANCES	\$ 765,943	\$ 527,451	\$ 358,298	\$ 1,651,692
TOTAL LIABILITIES & FUND BALANCES	\$ 844,359	\$ 527,451	\$ 358,298	\$ 1,730,108

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 7,747	0.00%	\$ 1,258
Room Rentals	2,083	3,774	181.18%	1,300
Interest - Tax Collector	-	791	0.00%	-
Special Assmnts- Tax Collector	689,538	675,995	98.04%	5,038
Special Assmnts- CDD Collected	142,298	-	0.00%	-
Special Assmnts- Discounts	(27,582)	(26,614)	96.49%	(50)
Other Miscellaneous Revenues	-	58	0.00%	10
TOTAL REVENUES	806,337	661,751	82.07%	7,556

EXPENDITURES

Administration

P/R-Board of Supervisors	24,000	7,800	32.50%	800
FICA Taxes	1,836	413	22.49%	-
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	10,000	13,870	138.70%	2,925
ProfServ-Legal Services	10,000	15,039	150.39%	4,023
ProfServ-Mgmt Consulting	43,476	21,738	50.00%	3,623
ProfServ-Trustee Fees	11,000	12,305	111.86%	-
Auditing Services	6,500	-	0.00%	-
Email Maintenance	2,000	239	11.95%	-
Contract-Website Hosting	1,579	1,538	97.40%	-
Postage and Freight	2,472	62	2.51%	-
Public Officials Insurance	3,695	-	0.00%	-
Legal Advertising	2,000	121	6.05%	121
Misc-Assessment Collection Cost	13,791	12,988	94.18%	100
Tax Collector/Property Appraiser Fees	150	259	172.67%	150
Misc-Contingency	13,582	458	3.37%	200
Property Taxes	550	687	124.91%	177
Dues, Licenses, Subscriptions	175	175	100.00%	-
Total Administration	153,006	87,692	57.31%	12,119

Electric Utility Services

Utility - Irrigation	3,500	983	28.09%	130
Street Lights	45,084	22,778	50.52%	2,841
Total Electric Utility Services	48,584	23,761	48.91%	2,971

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>MAR-26 ACTUAL</u>
<u>Garbage/Solid Waste Services</u>				
Solid Waste Assessment	335	235	70.15%	-
Total Garbage/Solid Waste Services	335	235	70.15%	-
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	10,797	48.53%	1,408
Total Water-Sewer Comb Services	22,250	10,797	48.53%	1,408
<u>Flood Control/Stormwater Mgmt</u>				
R&M-Lake	-	12,500	0.00%	-
Total Flood Control/Stormwater Mgmt	-	12,500	0.00%	-
<u>Stormwater Control</u>				
Stormwater Assessment	562	-	0.00%	-
Conservation & Wetlands	8,500	950	11.18%	-
Aquatic Maintenance	17,500	22,204	126.88%	15,484
Total Stormwater Control	26,562	23,154	87.17%	15,484
<u>Other Physical Environment</u>				
Contracts-Landscape	189,000	93,321	49.38%	15,554
Insurance - Property	11,028	11,028	100.00%	-
Insurance - General Liability	4,815	4,750	98.65%	-
Landscape - Mulch	24,000	-	0.00%	-
Landscape Replacement	7,267	8,336	114.71%	1,573
Irrigation Repairs & Replacement	10,000	19,113	191.13%	-
Holiday Decoration	4,203	4,203	100.00%	-
Reserve	169,200	18,525	10.95%	18,525
Total Other Physical Environment	419,513	159,276	37.97%	35,652
<u>Contingency</u>				
Misc-Contingency	4,634	21,810	470.65%	5,366
Total Contingency	4,634	21,810	470.65%	5,366
<u>Road and Street Facilities</u>				
Pressure Cleaning	13,500	-	0.00%	-
R&M-Sidewalks	1,500	-	0.00%	-
R&M-Street Signs	1,500	-	0.00%	-
Roadway Repair & Maintenance	5,000	1,556	31.12%	-
Total Road and Street Facilities	21,500	1,556	7.24%	-

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
<u>Parks and Recreation</u>				
Payroll-Salaries	37,074	38,665	104.29%	6,313
401(K) Plan	10,000	1,800	18.00%	1,000
Clubhouse - Facility Janitorial Service	3,214	1,800	56.00%	600
Pest Control	425	356	83.76%	121
Contracts-Pools	18,000	9,450	52.50%	1,615
Telephone/Fax/Internet Services	3,000	1,077	35.90%	179
Utility - Recreation Facilities	6,600	3,606	54.64%	481
Utility - Fountains	3,750	342	9.12%	46
R&M-Clubhouse	5,000	6,638	132.76%	442
R&M-Fountain	2,500	-	0.00%	-
R&M-Parking Lots	1,500	-	0.00%	-
R&M-Pools	2,500	5,016	200.64%	1,361
Athletic/Park Court/Field Repairs	1,500	-	0.00%	-
Amenity Maintenance & Repairs	2,500	-	0.00%	-
Facility A/C & Heating Maintenance & Repair	1,500	-	0.00%	-
Security System Monitoring & Maint.	2,500	2,766	110.64%	378
Entry & Walls Maintenance	2,000	-	0.00%	-
Access Control Maintenance & Repair	2,500	478	19.12%	120
Miscellaneous Expenses	1,500	20	1.33%	-
Office Supplies	250	-	0.00%	-
Clubhouse - Facility Janitorial Supplies	400	-	0.00%	-
Facility Supplies	1,000	21	2.10%	-
Dog Waste Station Service & Supplies	240	101	42.08%	-
Pool Permits	500	-	0.00%	-
Total Parks and Recreation	109,953	72,136	65.61%	12,656
TOTAL EXPENDITURES	806,337	412,917	51.21%	85,656
Excess (deficiency) of revenues				
Over (under) expenditures	-	248,834	0.00%	(78,100)
Net change in fund balance	\$ -	\$ 248,834	0.00%	\$ (78,100)
FUND BALANCE, BEGINNING (OCT 1, 2025)	517,109	517,109		
FUND BALANCE, ENDING	\$ 517,109	\$ 765,943		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 6,462	0.00%	\$ 1,350
Special Assmnts- Tax Collector	238,147	225,496	94.69%	1,680
Special Assmnts- CDD Collected	1,093,177	-	0.00%	-
Special Assmnts- Discounts	(9,526)	(8,878)	93.20%	(17)
TOTAL REVENUES	1,321,798	223,080	16.88%	3,013
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,763	4,332	90.95%	33
Total Administration	4,763	4,332	90.95%	33
Debt Service				
Principal Debt Retirement A-2	335,000	-	0.00%	-
Principal Debt Retirement B-2	285,000	-	0.00%	-
Interest Expense Series A-2	354,056	181,844	51.36%	-
Interest Expense Series B-2	264,469	142,450	53.86%	-
Total Debt Service	1,238,525	324,294	26.18%	-
TOTAL EXPENDITURES	1,243,288	328,626	26.43%	33
Excess (deficiency) of revenues Over (under) expenditures	78,510	(105,546)	-134.44%	2,980
Net change in fund balance	\$ 78,510	\$ (105,546)	-134.44%	\$ 2,980
FUND BALANCE, BEGINNING (OCT 1, 2025)	632,997	632,997		
FUND BALANCE, ENDING	\$ 711,507	\$ 527,451		

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending March 31, 2026

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-26 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 2,794	0.00%	\$ 859
Special Assmnts- Tax Collector	238,147	232,511	97.63%	1,733
Special Assmnts- Discounts	(9,526)	(9,154)	96.09%	(17)
TOTAL REVENUES	228,621	226,151	98.92%	2,575
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	4,763	4,467	93.79%	34
Total Administration	4,763	4,467	93.79%	34
<u>Debt Service</u>				
Principal Debt Retirement	125,000	5,000	4.00%	-
Interest Expense	71,575	38,538	53.84%	-
Interest Expense Series A	-	50	0.00%	-
Total Debt Service	196,575	43,588	22.17%	-
TOTAL EXPENDITURES	201,338	48,055	23.87%	34
Excess (deficiency) of revenues Over (under) expenditures	27,283	178,096	652.77%	2,541
Net change in fund balance	\$ 27,283	\$ 178,096	652.77%	\$ 2,541
FUND BALANCE, BEGINNING (OCT 1, 2025)	180,202	180,202		
FUND BALANCE, ENDING	\$ 207,485	\$ 358,298		

**New River
Community Development District**

Supporting Schedules

March 31, 2026

New River

Community Development District

Monthly Collection Report For the Fiscal Year Ending September 30, 2026

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	ALLOCATION BY FUND		
					General Fund	Series 2010 A-2 Debt Service Fund	Series 2020 A-1 Debt Service Fund
Assessments Levied FY26				\$ 1,156,720	\$ 689,538	\$ 230,014	\$ 237,169
Allocation %				100%	60%	20%	21%
11/06/25	\$ 5,864	\$ 332	\$ 120	\$ 6,315	\$ 3,764	\$ 1,256	\$ 1,295
11/14/25	\$ 40,335	\$ 1,715	\$ 823	\$ 42,873	\$ 25,557	\$ 8,525	\$ 8,790
11/20/25	\$ 24,208	\$ 1,029	\$ 494	\$ 25,731	\$ 15,339	\$ 5,117	\$ 5,276
11/26/25	\$ 27,215	\$ 1,157	\$ 555	\$ 28,927	\$ 17,244	\$ 5,752	\$ 5,931
12/05/25	\$ 869,820	\$ 36,956	\$ 17,751	\$ 924,528	\$ 551,124	\$ 183,842	\$ 189,561
12/11/25	\$ 56,353	\$ 2,385	\$ 1,150	\$ 59,888	\$ 35,700	\$ 11,909	\$ 12,279
12/18/25	\$ 2,038	\$ 64	\$ 42	\$ 2,144	\$ 1,278	\$ 426	\$ 440
01/09/26	\$ 20,976	\$ 662	\$ 428	\$ 22,066	\$ 13,154	\$ 4,388	\$ 4,524
02/11/26	\$ 12,561	\$ 262	\$ 256	\$ 13,079	\$ 7,797	\$ 2,601	\$ 2,682
03/12/26	\$ 8,199	\$ 85	\$ 167	\$ 8,451	\$ 5,038	\$ 1,680	\$ 1,733
TOTAL	\$ 1,067,569	\$ 44,646	\$ 21,787	\$ 1,134,001	\$ 675,995	\$ 225,496	\$ 232,511
% COLLECTED				98.04%	98.04%	98.04%	98.04%
TOTAL OUTSTANDING				\$ 22,719	\$ 13,543	\$ 4,518	\$ 4,658

Cash and Investment Report

March 31, 2026

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	\$411,362
High Yield Checking Account - Operating	Valley Bank	3.56%	423,540
			<u>834,902</u>
DEBT SERVICE FUNDS			
Series 2010 Prepayment Fund A-2	US Bank	3.50%	1,694
Series 2010 Prepayment Fund B-2	US Bank	3.50%	1,401
Series 2010 Remedial Expenditure A-2	US Bank	3.50%	104,862
Series 2010 Reserve Fund A-2	US Bank	3.50%	169,594
Series 2010 Reserve Fund B-2	US Bank	3.50%	18,597
Series 2010 Revenue Fund A-2	US Bank	3.50%	225,542
Series 2010 Revenue Fund B-2	US Bank	3.50%	522
	Subtotal Fund 201		<u>522,213</u>
Series 2020 Revenue Fund A-1	US Bank	3.29%	233,647
Series 2020 Senior Prepayment Fund A-1	US Bank	3.29%	31
Series 2020 Senior Reserve Fund A-1	US Bank	3.29%	99,350
Series 2020 Sub Reserve Fund A-1	US Bank	3.29%	7,950
Series 2020 Sub Prepayment Fund A-1	US Bank	3.29%	1,967
	Subtotal Fund 202		<u>342,945</u>
	Subtotal DS		<u>865,158</u>
	Total		<u><u>\$1,700,060</u></u>

New River CDD

Bank Reconciliation

Bank Account No. 6620 BankUnited GF
 Statement No. 03-26
 Statement Date 3/31/2026

G/L Balance (LCY)	403,630.98	Statement Balance	418,101.15
G/L Balance		Outstanding Deposits	
Positive Adjustments	0.00		
	<hr/>	Subtotal	418,101.15
Subtotal	403,630.98	Outstanding Checks	6,739.04
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	411,362.11	Ending Balance	411,362.11
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
1/16/2026	Payment	2784	Innersync Studio, LTD	1,537.50	0.00	1,537.50
2/16/2026	Payment	DD557	Charles Schwab Trust Bank	800.00	0.00	800.00
3/10/2026	Payment	DD558	Charles Schwab Trust Bank	400.00	0.00	400.00
3/12/2026	Payment	100231	Brietic Dvorak	2,925.00	0.00	2,925.00
3/1/2026	Payment	DD559	Charles Schwab Trust Bank	600.00	0.00	600.00
3/25/2026	Payment	2799	Shemeka Jhegroo	150.00	0.00	150.00
3/25/2026	Payment	2800	Mike Fasano, Pasco County Tax Collector	176.54	0.00	176.54
3/25/2026	Payment	2801	Mike Wells	150.00	0.00	150.00
Total Outstanding Checks.....				6,739.04		6,739.04