



**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

Advanced Meeting Package

Regular Meeting

Date/Time:

Thursday

June 22, 2023

1:00 p.m.

Location:

Avalon Groves Amenity Center

17555 Sawgrass Bay Blvd.,

Clermont, FL 34714

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

Avalon Groves Community Development District

c/o Vesta District Services
250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132 x742

Board of Supervisors
Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for **Thursday, June 22, 2023** at **1:00 p.m.** at **Avalon Groves Amenity Center – 17555 Sawgrass Bay Blvd., Clermont, FL 34714.**

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

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 742 or kdarin@vestadpropertyervices.com. We look forward to seeing you at the meeting.

Sincerely,

Kyle Darin

Kyle Darin
District Manager

Cc: Attorney
Engineer
District Records

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Thursday, June 22, 2023

Time: 1:00 p.m.

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

[Click Here to Join the Meeting Online](#)

Dial-in Number: 1-904-348-0776

Phone Conference ID: 862 156 243#

(Mute/Unmute: *6)

Agenda

The full draft agenda packet will be posted to the CDD website under [Meeting Documents](#) when it becomes available, or it may be requested no earlier than 7 days prior to the meeting date by emailing sconley@vestapropertyservices.com

I. Roll Call:

II. Audience Comments – Agenda Items

(Limited to 3 minutes per individual for agenda items)

III. Staff Reports

A. District Counsel – *Jere Earlywine, Kutak Rock*

1. Edgemont

- | | | |
|----|---|---------------------------|
| a. | Consideration and Ratification of the Edgemont Plat Conveyance | Exhibit 1 |
| b. | Consideration and Ratification of the Conservation Restrictive Covenant Joinder Request (Tract E) | Exhibit 2 |
| c. | Consideration of Acquisition of Improvements and Work Product for Edgemont – <i>to be Distributed</i> | Exhibit 3 |
| d. | Consideration of Special Warranty Deed – <i>to be Distributed</i> | Exhibit 4 |
| e. | Consideration of Easement Agreement – <i>to be Distributed</i> | Exhibit 5 |

2. Commercial Intersection

- | | | |
|----|---|---------------------------|
| a. | Consideration and Ratification of the Warranty Deed Conveying the Sanctuary-Sawgrass Bay Blvd Right of Way Extension to Lake County | Exhibit 6 |
| b. | Consideration and Ratification of the Sanctuary-Sawgrass Drainage Easement Agreement | Exhibit 7 |

- | | | |
|----|--|-----------|
| 3. | Consideration and Ratification of the Warranty Deed Relating to Serenoa Apartment Village 4 – <i>to be Distributed</i> | Exhibit 8 |
|----|--|-----------|

B. District Engineer – *Greg Woodcock, Stantec*

C. District Manager – *Kyle Darin, Vesta District Services*

- | | | |
|----|--|---------------------------|
| 1. | Landscape Maintenance Report – <i>Dana Bryant, Yellowstone</i> | |
| 2. | Aquatic Maintenance Report – <i>Steadfast Environmental</i> | Exhibit 9 |



III. Staff Reports (Continued)

- C. District Manager (Continued)
 - 3. Mitigation Monitoring Reports – *Bio-Tech Consulting Inc.* [Exhibit 10](#)
 - a. [Permit #135777-5](#)
 - b. [Permit #135777-15](#)
- D. Serenoa POA Amenity Manager – *Tim Quinlan, Evergreen Lifestyles Management*
- E. Palms at Serenoa HOA Amenity Manager – *Thomas Prince, Leland Management*

IV. Business Matters

- A. Consideration and Adoption of Resolution 2023-11, Appointing and Removing Secretary [Exhibit 11](#)
- B. Consideration of Stantec District Engineering Services Agreement [Exhibit 12](#)
- C. Discussion Regarding Board Transition and New Board Supervisor CDD 101 Workshop
- D. Discussion on Authorizing District Engineer to Create an Ownership/Maintenance Map – NTE \$7,000.00
- E. Discussion on Authorizing Staff to Proceed with Landscape Maintenance Request for Proposals (RFP) [Exhibit 13](#)
- F. Consideration of Bi-Annual Fence/Monument and Sidewalk (Goldcrest Loop to Pond 28) Cleaning Proposals [Exhibit 14](#)
 - 1. [Fireman Tom](#)
 - 2. Vice Painting

V. Administrative Matters/Consent Agenda

- A. Consideration and Approval of the Minutes of the Board of Supervisors Regular Meeting Held April 27, 2023 [Exhibit 15](#)
- B. Consideration and Acceptance of the May 2023 Unaudited Financial Report [Exhibit 16](#)
- C. Consideration and Acceptance of LLS Tax Solutions Arbitrage Report for Special Assessment Bonds Series 2017A-1 and Series 2017A-2 Indicating No Cumulative Rebate Requirement Liability as of March 31, 2023 [Exhibit 17](#)
- D. Consideration and Acceptance of Lake County Supervisor of Election Voter Count – 1,660 [Exhibit 18](#)
- E. Ratification of the Amended License Agreement for Serenoa Property Owners Association’s Use of District Property (Village 1 Bulletin Board Installation and Maintenance) [Exhibit 19](#)

VI. Audience Comments – New Business

(Limited to 3 minutes per individual for non-agenda items)

VII. Supervisor Requests

(Includes Next Meeting Agenda Item Requests)



VIII. Action Items Summary

IX. Next Meeting Quorum Check

*Next Meeting Scheduled for 1 p.m. on July 27, 2023 at the Avalon Groves Amenity Center
(17555 Sawgrass Bay Blvd., Clermont, Florida 34714)*

X. Adjournment

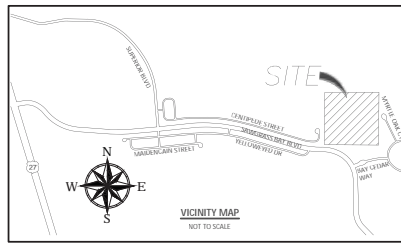


EXHIBIT 1



EDGEMONT

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



SHEET 1 OF 8

PLAT BOOK	PAGE
EDGEMONT DEDICATION	

CERTIFICATE OF APPROVAL BY COUNTY STAFF

COUNTY ENGINEER _____ DATE _____
 PLANNING AND ZONING MANAGER _____ DATE _____
 COUNTY ATTORNEY _____ DATE _____

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES AND THE LAKE COUNTY LAND DEVELOPMENT CODE AND WAS FILED FOR RECORD ON _____ AT _____ FILE NO. _____ CLERK OF THE CIRCUIT COURT IN AND FOR LAKE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

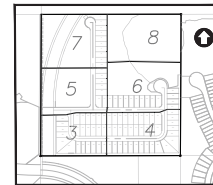
THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA.

CHAIRMAN OF THE BOARD _____
 ATTNEY _____
 CLERK OF THE BOARD _____

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVISION/LAND DESCRIBED HEREIN AND WILL BE IN CIRCUMSTANCES BY SUPPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX

SHEET 1 OF 8	- LEGAL DESCRIPTION, DEDICATIONS & NOTES
SHEET 2 OF 8	- OFFICIAL PLAT REQUIREMENT
SHEETS 3 OF 8	- LOT, BLOCK AND TRACT GEOMETRY



LEGAL DESCRIPTION:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
 TOGETHER WITH DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED NOVEMBER 4, 2004 IN OFFICIAL RECORDS BOOK 2490, PAGE 2277 ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 CONTAINING 134,309 SQUARE FEET OR 30.97 ACRES MORE OR LESS.

ABBREVIATIONS AND SYMBOLS LEGEND.

- ADJ - ADJACENT
 - A.E. - ACCESS EASEMENT
 - CF - CURVE LABEL (SEE TABLE C)
 - CD - CHORD DISTANCE
 - CR - CERTIFIED CORNER RECORD
 - CSD - COMMUNITY DEVELOPMENT DISTRICT
 - CL - CENTERLINE
 - CR - CONVEY TO ADJACENT OR DRAINAGE EASEMENT
 - DR - DEVELOPMENT REVIEW COMMITTEE
 - DR - DRAINAGE & UTILITY EASEMENT
 - EB - ENGINEERING BUSINESS
 - EL - ELEVATION
 - ES - EASEMENT
 - FM - FENCED MONUMENT
 - IF - IDENTIFICATION
 - LF - LINE LABEL (SEE TABLE L)
 - ARC LENGTH
 - LR - LICENSED BUSINESS
 - LS - LICENSED SURVEYOR
 - N - NORTH
 - NR - NON-RADIAL
 - NTS - NOT TO SCALE
 - OR - OFFICIAL RECORD BOOK
 - OR - PLAT BOOK
 - PC - POINT OF CURVATURE
 - PCC - POINT OF COMMENCING CURVATURE
 - PCP - PERMANENT CONTROL POINT
 - PI - PLAT
 - PI - POINT OF INTERSECTION
 - PN - POINT OF NON-TANGENCY
 - PRC - POINT OF REFERENCE CURVATURE
 - PRC - PERMANENT REFERENCE MONUMENT
 - PSM - PROFESSIONAL SURVEYOR AND MAPPER
 - P - POINT OF TANGENCY
 - R - RANGE
 - R - RADIUS POINT
 - R/W - RIGHT-OF-WAY
 - RSE - RANGE
 - S - SECTION
 - SEC - SECTION
 - SWE - SEVERAL EASEMENT
 - TWP - TOWNSHIP
 - UE - UTILITY EASEMENT
 - W - WEST
- FOUND PERMANENT REFERENCE MONUMENTS (PK, CK, AS NOTED)
 - SET PERMANENT CONTROL POINT (NAIL & DISC, STAMPED: "PCP LB 6605")
 - SET 5"X 8" REBAR & CAP (UNLESS NOTED) (CAP STAMPED: "TB 6607")
 - ▲ CENTRAL ANGLE
 - △ SECTION CORNER
 - ◊ 1/4 SECTION CORNER
 - ⊠ SECTION CORNER @ RANGE LINE

PLAT NOTES:

1. BEARINGS ARE BASED ON STATE PLANE GRID, COORDINATE ZONE EAST (901), NAD (NORTH AMERICAN DATUM) 1983, 2011 ADJUSTMENT. THE BEARING BEAR IS THE WEST LINE OF NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THAT BEARING BEING 90°17'31.1".
2. ALL LOT LINES INTERSECTING CURVES ARE RADIAL, UNLESS OTHERWISE NOTED.
3. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
4. IT IS THE RESPONSIBILITY OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT TO OPERATE AND MAINTAIN ANY STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS OF WAY OF ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSIGNED BY LAKE COUNTY AND IN SUCH CASES, LAKE COUNTY SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND DRAINAGE EASEMENTS DEPICTED ON THIS PLAT FOR STORMWATER PURPOSES.
5. LAKE COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ACCESS, MAINTAIN, REPAIR, REPLACE OR OTHERWISE CARE FOR OR CAUSE TO BE CARED FOR, STORMWATER MANAGEMENT AREAS AND THE DRAINAGE EASEMENTS, INCLUDING, WITHOUT LIMITATION, THE DRAINAGE SYSTEMS CONSTRUCTED THEREON. A BAKER ENGINEER'S EASEMENT IS GRANTED IN FAVOR OF LAKE COUNTY, FOR SAID PURPOSE.
6. THIS PLAT IS SUBJECT TO A DECLARATION OF ACCESS EASEMENT AND SECOND MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 2277 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
7. THIS PLAT IS SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS BY AND BETWEEN REX H. WALKER AND JUDY V. WALKER, HUSBAND AND WIFE AND JEFFERSON, LOVELL, LUCAS, LOVELL, AND JERRY W. BLACKMER RECORDED IN OFFICIAL RECORDS BOOK 1481, PAGES 2313-33, AS AFFECTED BY AVOIDMENT RECORDED IN OFFICIAL RECORDS BOOK 550A, PAGES 1050, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
8. THIS PLAT IS SUBJECT TO AN AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND REX H. WALKER AND JUDY STONE FOR RIGHT OF WAY AND LEGAL ACCESS RECORDED IN OFFICIAL RECORDS BOOK 5221, PAGE 1041, AS AMENDED BY OFFICIAL RECORDS BOOK 5900, PAGE 1002, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
9. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS FOR ORDINANCE 2018-56 WALKER PLANNED UNIT DEVELOPMENT (PUD) 02-17-30-1 RECORDED IN OFFICIAL RECORDS BOOK 5271, PAGE 140, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
10. THIS PLAT IS SUBJECT TO THE SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR SPERDIA RECORDED IN OFFICIAL RECORDS BOOK 5770, PAGE 764, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
11. THIS PLAT IS SUBJECT TO A NOTICE OF BOUNDARY AMENDMENT OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 5876, PAGE 1460, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
12. ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND/OR THE UTILITY PROVIDER WHOEVER APPLIES.
13. TRACT B AND TRACT C ARE OPEN SPACE TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
14. TRACT C, IS AN OPEN SPACE, RECREATION, POND AREA AND DRAINAGE TRACT THAT SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
15. TRACTS E, F, AND H ARE CONSERVATION TRACTS AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
16. TRACT I IS A LANDSCAPE AND SIGNAGE TRACT AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
17. TRACT G, SHOWN HEREON AS STREET "E" IS SUBJECT TO THE AGREEMENT FOR RIGHT-OF-WAY AND LEGAL ACCESS RECORDED IN OFFICIAL RECORDS BOOK 5221, PAGE 1041, AS AMENDED BY FIRST AMENDMENT THEREIN IN OFFICIAL RECORDS BOOK 5900, PAGE 1002, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
18. TRACT J IS A LANDSCAPE / WALL / FENCE TRACT AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
19. TRACT K IS AN OPEN SPACE / RECREATION TRACT AND SHALL BE OWNED AND MAINTAINED BY, AND BE THE PERPETUAL RESPONSIBILITY OF, THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS, AND ASSIGNS.
20. TRACT LS, 1, LEFT STATION, IS DEDICATED TO AND TO BE MAINTAINED BY UTILITIES INC., THEIR SUCCESSORS, AND ASSIGNS.
21. TRACT M IS A LANDSCAPE TRACT AND SHALL BE OWNED, MAINTAINED, AND BE THE PERPETUAL RESPONSIBILITY OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, THEIR SUCCESSORS, AND ASSIGNS.
22. THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED NON-EXCLUSIVE PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATE, MAINTAIN, REPAIR, AND REPLACE STORMWATER IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO ALL CURBS, GUTTERS, DRAINAGE, AND CATCH BASINS) AND STREET LIGHTS WITHIN TRACTS A AND G AND ALL DRAINAGE EASEMENTS. THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY SUCH IMPROVEMENTS.
23. HORIZONTAL DATA IS BASED ON FLORIDA STATE PLANE COORDINATE EAST ZONE 901, NAD (NORTH AMERICAN DATUM) 1983/2011 ADJUSTMENT. THE HORIZONTAL CONTROL POINT UTILIZED WAS LAKE COUNTY PUBLIC WORKS DEPARTMENT SURVEY CONTROL POINT DESIGNATED LX 281 (NAD 1983) WITH THE 2011 ADJ BEING 3 1/2' 11.46" RADIUS DISK.
24. VERTICAL DATA IS BASED ON NATIONAL GEODETIC SURVEY POINT (PRO DLS545) DESIGNATED F 711 ELEV +121.95' LOCATED IN LAKE COUNTY, FLORIDA (NORTH AMERICAN VERTICAL DATUM) 1988 (U.S. SURVEY FOOT).
25. THE BASE FLOOD ELEVATION SHOWN HEREON IS: 109' 2" NORTH AMERICAN VERTICAL DATUM OF 1988 WAS DERIVED FROM THE FEMA FIRMETTE PANEL NUMBER 130400020E EFFECTIVE DECEMBER 18, 2012 WITH A LOMR REVISION 20-04-523P.
26. FUTURE ROAD MAINTENANCE WILL BE FUNDED THROUGH THE USE OF A MUNICIPAL SERVICE TAXING 1 UNIT (MSTU), OR MUNICIPAL SERVICE BENEFIT UNIT (MSBU) AS AUTHORIZED UNDER SECTION 2 125.01(1)(2), FLORIDA STATUTES, BEFORE OR CONCURRENT WITH ANY FINAL PLAT OR SITE PLAN APPROVAL. THE OWNER SHALL PROVIDE ANY DOCUMENTATION REQUIRED BY THE COUNTY TO IMPROVE A NETU OR MBLU AT THE COUNTY'S DISCRETION, ON THE PLATTED LOTS ADDITIONALLY. THE OWNER ACKNOWLEDGES AND AGREES THAT THE NETU OR MBLU SHALL BE COLLECTED AS A NON-AD VALUATION ASSESSMENT USING THE UNIFORM METHOD OF COLLECTION SET FORTH UNDER SECTION 7 190.362, FLORIDA STATUTES.



222 CHURCH STREET, KODAKBEE, FL 34741
 PHONE: 407-864-1214
 CERTIFICATE OF AUTHORIZATION 35059
 E-REG. NO. 1, LB. NO. 8605
 E-MAIL: SURVEY@KPMFRANKLIN.COM

D. R. HORTON, INC. A DELAWARE CORPORATION
 SIGNATURE _____
 NAME: _____
 TITLE: _____
 WITNESSED BY: _____
 PRINT NAME: _____ PRINT NAME: _____
 STATE OF FLORIDA COUNTY OF _____
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY
 () PHYSICAL PRESENCE OR
 () ONLINE NOTARIZATION.
 I, _____, A NOTARY PUBLIC,
 DO, BY MY SIGNATURE, ON BEHALF OF THE
 CORPORATION, THEY ARE
 () PRODUCED, AS IDENTIFICATION.
 WITNESS MY HAND AND OFFICIAL SEAL THIS _____ 2022.
 SIGNATURE OF NOTARY PUBLIC _____
 PRINTED NAME OF NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____
 COMMISSION NUMBER _____
 ONLINE NOTARY: ()
 (CHECK IF ACKNOWLEDGMENT BY ONLINE NOTARIZATION)

REVIEWER STATEMENT
 PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES AND FIND THAT SAID PLAT COMPLES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER. PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATE POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.
 SIGNATURE: _____ DATE: _____
 PRINT NAME: _____
 REGISTRATION NUMBER: _____

SURVEYOR AND MAPPER
 KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, IS A LICENSED AND REGISTERED SURVEYOR AND MAPPER, THAT THE PLAT PRESENTED WAS PREPARED BY HIM OR UNDER HIS DIRECT SUPERVISION. THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED, PERMANENT CONTROL POINTS AND LOT CORNERS HAVE BEEN OR WILL BE PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS, AND THAT THIS PLAT COMPLES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND LAKE COUNTY LAND DEVELOPMENT CODE. THE LAND DESCRIBED HEREON LIES IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
 KPM FRANKLIN CERTIFICATE OF AUTHORIZATION NUMBER LB 6605
 222 CHURCH STREET
 KODAKBEE, FLORIDA 34741
 PHONE: (407) 864-1214

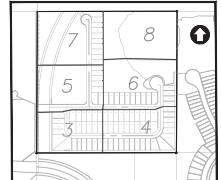
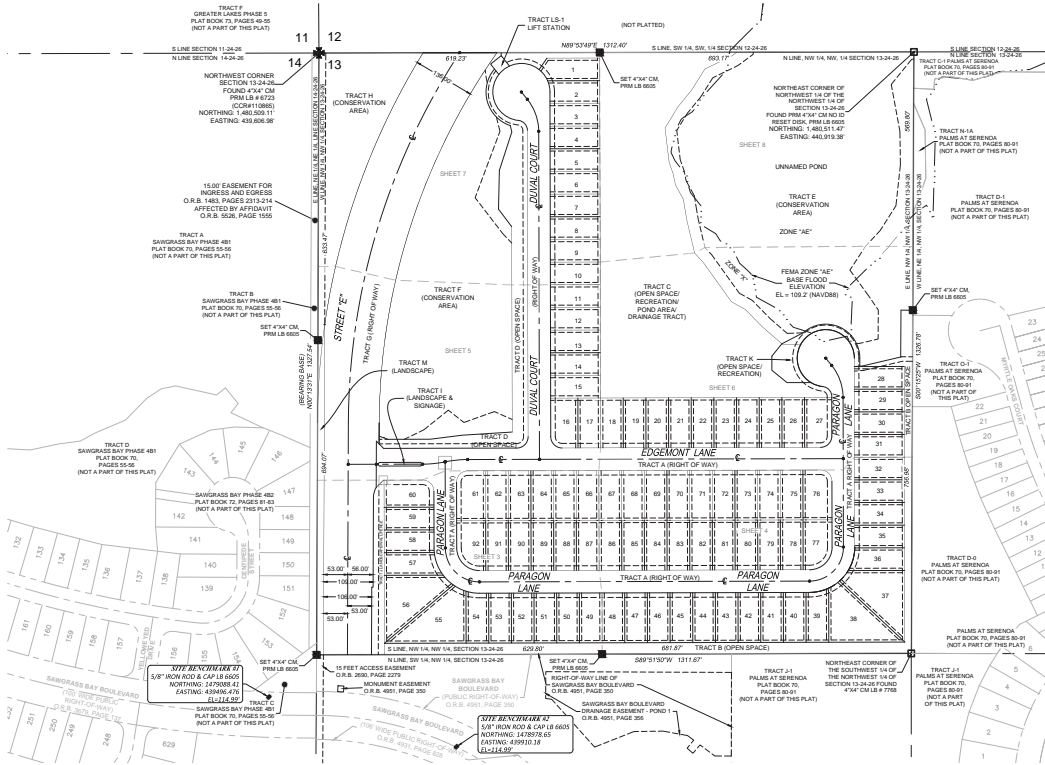
BY: MITCHELL W. HILL, DATE: _____
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 REGISTRATION NO. LZ374

EDGEMONT

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

SHEET 2 OF 8

PLAT BOOK PAGE



SHEET LAYOUT INDEX
NOT TO SCALE

SHEET INDEX:
SHEET 1 OF 8 - LEGAL DESCRIPTION, DEDICATIONS & NOTES
SHEET 2 OF 8 - OVERALL PLAT BOUNDARY
SHEETS 3-8 OF 8 - ANNOTATION SHEETS



222 CHURCH STREET
KISSIMEE, FL 34741 | PHONE 407-848-1216
CERTIFICATE OF AUTHORIZATION 3009
ES NO. 636 | LB NO. 666
E-MAIL: SUPPORT@KPMFRANKLIN.COM

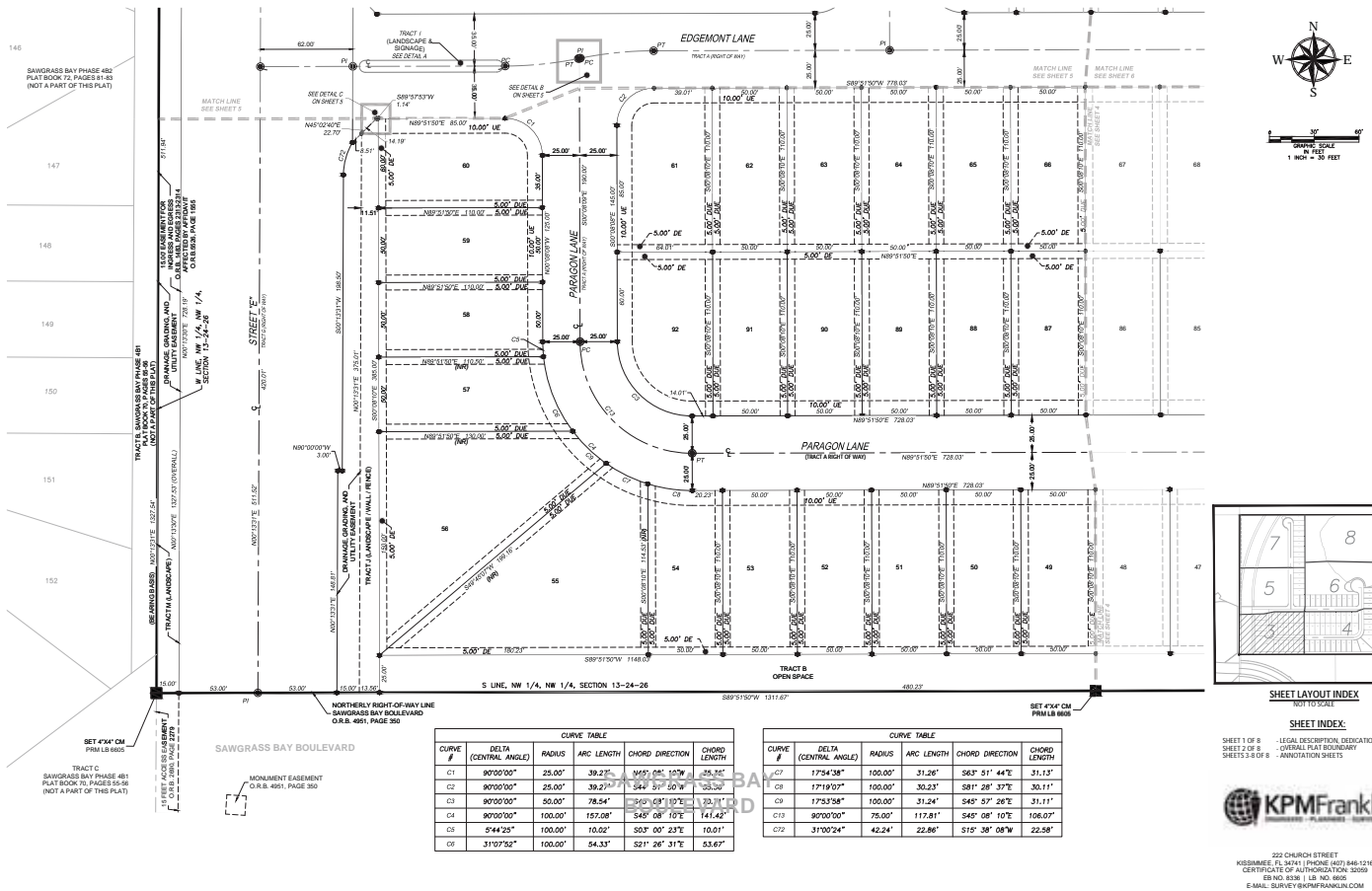
EDGEMONT

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

SHEET 3 OF 8

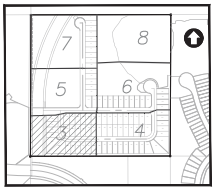
PLAT BOOK

PAGE



CURVE TABLE				
CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD LENGTH
C1	80°00'00"	25.00'	39.21'	25.36'
C2	80°00'00"	25.00'	39.21'	25.36'
C3	80°00'00"	50.00'	78.54'	50.71'
C4	80°00'00"	100.00'	157.08'	101.42'
C8	5°44'25"	100.00'	10.02'	10.01'
C9	31°07'52"	100.00'	54.33'	53.67'

CURVE TABLE				
CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD LENGTH
C7	17°54'38"	100.00'	31.26'	31.13'
C8	17°19'02"	100.00'	30.23'	30.11'
C9	17°53'58"	100.00'	31.24'	31.11'
C10	80°00'00"	75.00'	117.81'	106.07'
C12	31°00'24"	42.24'	22.86'	22.58'



SHEET LAYOUT INDEX
NOT TO SCALE

SHEET INDEX

SHEET 1 OF 8 - LEGAL DESCRIPTION, DESIGNATIONS & NOTES
SHEET 2 OF 8 - OVERALL PLAT BOUNDARY SHEETS
SHEETS 3 OF 8 - ANNOTATION SHEETS



222 CHURCH STREET
KISSIMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION 30039
EB NO. 6336 | LB NO. 8602
E-MAIL: SALES@KPMFRANKLIN.COM

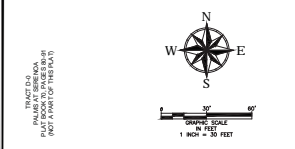
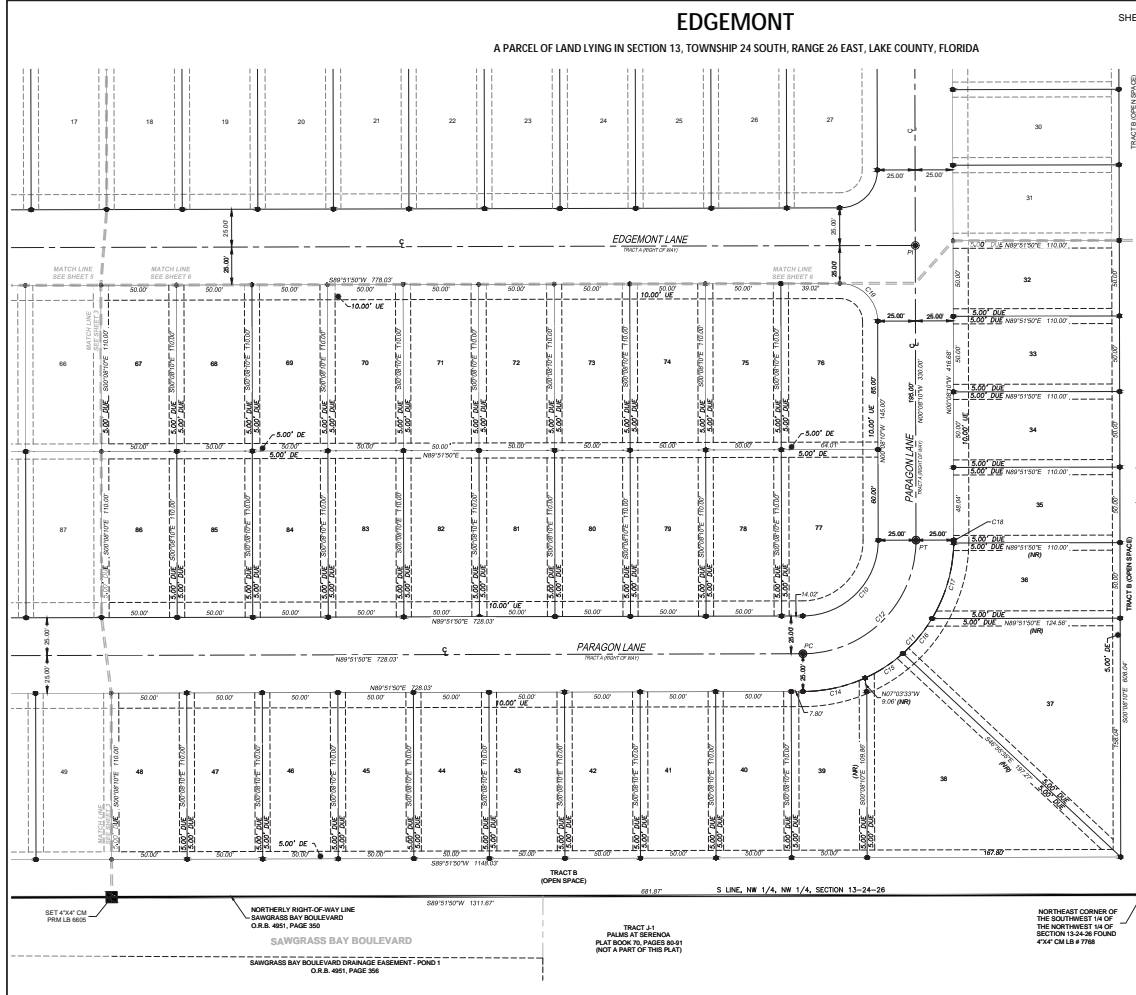
EDGEMONT

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

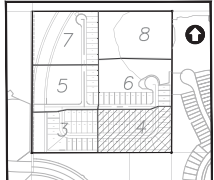
SHEET 4 OF 8

PLAT
BOOK

PAGE



CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C10	90°00'00"	50.00'	78.54'	N44° 51' 50"E	70.71'
C11	90°00'00"	100.00'	157.08'	N44° 51' 50"E	141.42'
C12	90°00'00"	75.00'	117.81'	N44° 51' 50"E	106.03'
C13	24°16'35"	100.00'	42.37'	N77° 43' 33"E	42.05'
C14	17°11'28"	100.00'	30.00'	N59° 59' 32"E	29.99'
C15	17°15'44"	100.00'	30.07'	N39° 46' 53"E	29.96'
C17	30°10'57"	100.00'	52.68'	N16° 04' 36"E	52.07'
C18	107°11'18"	100.00'	1.96'	N02° 25' 29"E	1.96'
C19	90°00'00"	25.00'	39.27'	N45° 08' 10"W	35.36'



SHEET LAYOUT INDEX
NOT TO SCALE

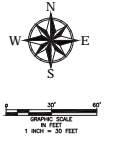
SHEET INDEX
 SHEET 1 OF 8 - LEGAL DESCRIPTION, INDICATIONS & NOTES
 SHEET 2 OF 8 - OVERALL PLAT BOUNDARY
 SHEETS 3, 4 OF 8 - ANNOTATION SHEETS

222 CHURCH STREET
 KISSIMEE, FL 34741 | PHONE 407.948.1216
 CERTIFICATE OF AUTHORIZATION 3009
 ES NO. E336 | LB NO. 6605
 E-MAIL: SURVEY@KPMFRANKLIN.COM

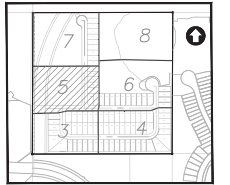
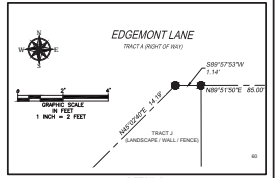
EDGEMONT

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

SHEET 5 OF 8
PLAT BOOK PAGE

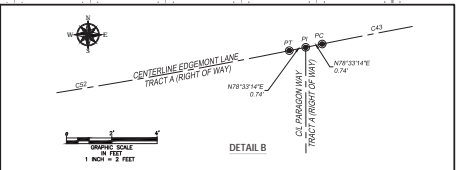
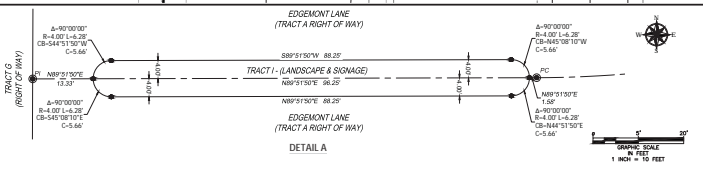
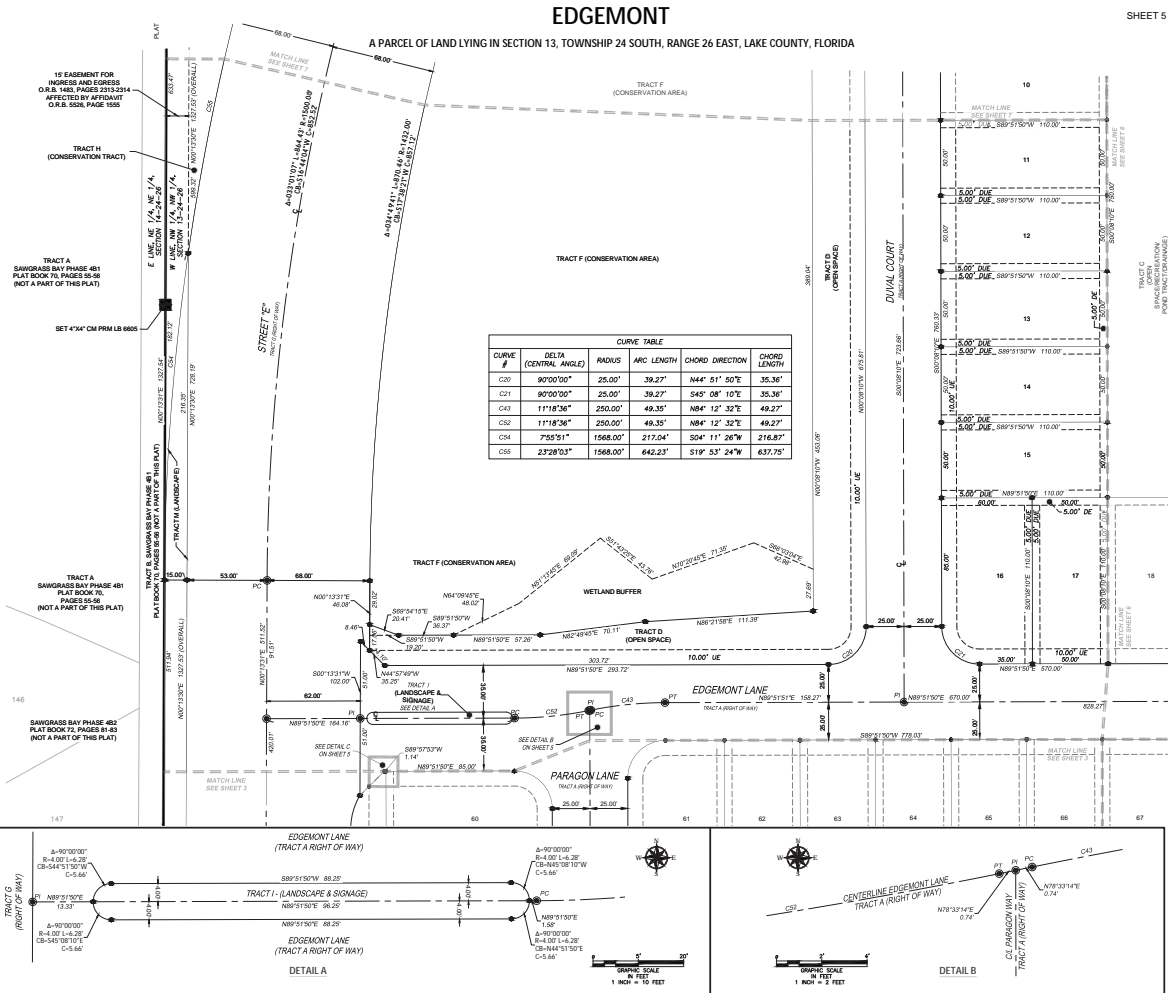


CURVE TABLE					
CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C20	90°00'00"	25.00'	39.27'	N44° 51' 50"E	35.36'
C21	90°00'00"	25.00'	39.27'	S45° 08' 10"E	35.36'
C43	11°18'36"	250.00'	49.35'	N84° 12' 32"E	49.27'
C52	11°18'36"	250.00'	49.35'	N84° 12' 32"E	49.27'
C54	7°55'51"	1568.00'	217.04'	S04° 11' 26"W	216.87'
C55	2°28'03"	1568.00'	642.23'	S19° 53' 24"W	637.75'



SHEET INDEX:
SHEET 1 OF 8 - LEGAL DESCRIPTION, DEDICATIONS & NOTES
SHEET 2 OF 8 - OVERALL PLAT BOUNDARY
SHEETS 3 OF 8 - ANNOTATION SHEETS

KPMFranklin
222 CHURCH STREET
KISSIMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION 30039
ES NO. 8336 | LB NO. 6602
E-MAIL: SURVEY@KPMFRANKLIN.COM



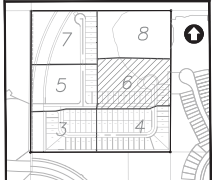
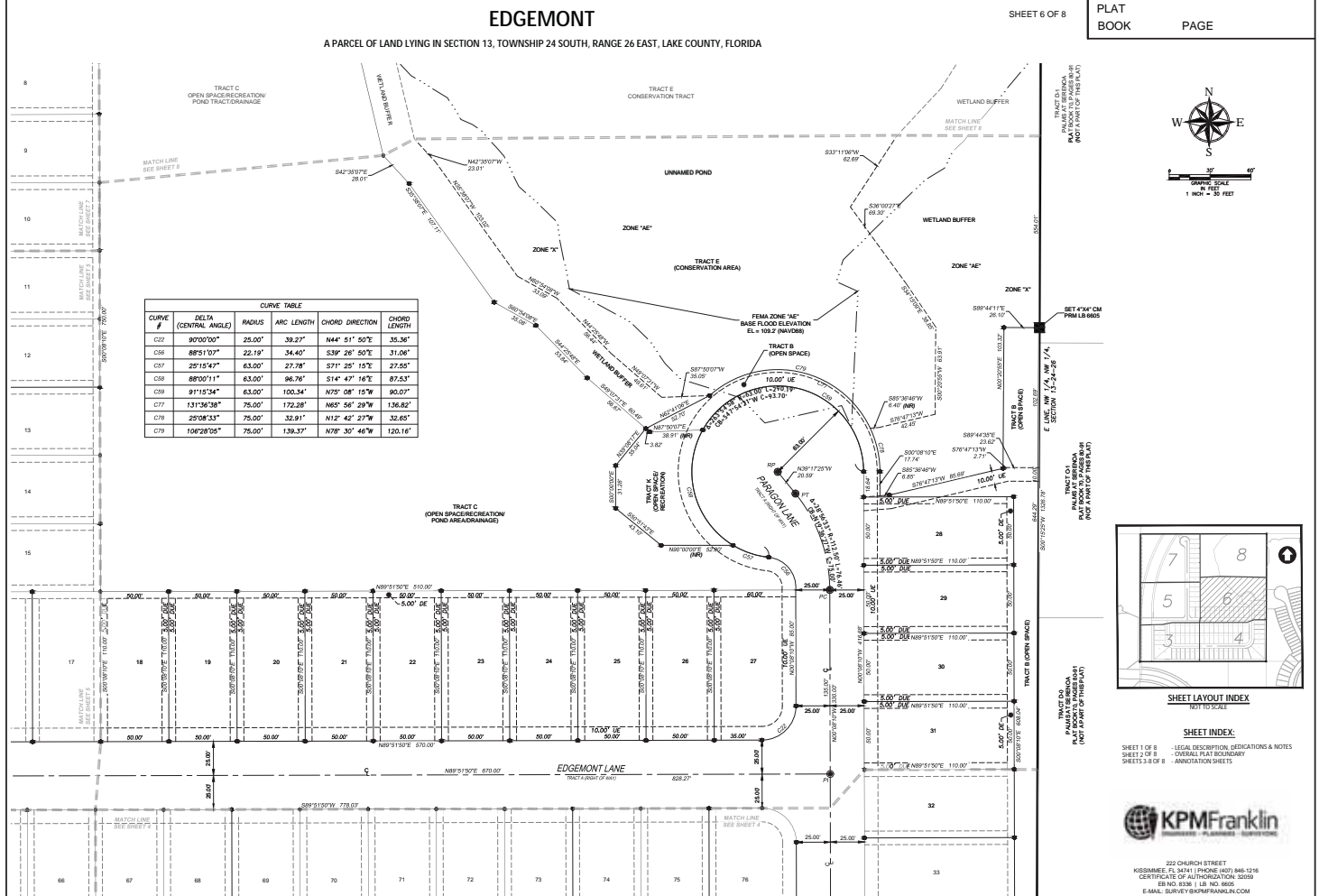
EDGEMONT

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

SHEET 6 OF 8

PLAT BOOK PAGE

CURVE TABLE					
CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C22	90°00'00"	25.00'	39.27'	N44° 51' 50"E	35.36'
C66	88°51'07"	22.19'	34.40'	S39° 26' 50"E	31.06'
C27	25°15'47"	63.00'	27.78'	S71° 25' 15"W	27.55'
C28	89°00'11"	63.00'	86.76'	S14° 47' 16"W	87.53'
C29	91°15'24"	63.00'	100.34'	N0°59' 08" E57"	90.07'
C27	131°36'38"	75.00'	172.28'	N65° 54' 29"W	136.62'
C28	2°04'33"	75.00'	32.91'	N12° 42' 27"W	32.65'
C29	104°28'06"	75.00'	139.37'	N78° 30' 46"W	120.16'



SHEET LAYOUT INDEX

SHEET INDEX:
 SHEET 1 OF 8 - LEGAL DESCRIPTION, DEDICATIONS & NOTES
 SHEET 2 OF 8 - OVERALL PLAT BOUNDARY
 SHEETS 3-4 OF 8 - ANNOTATION SHEETS

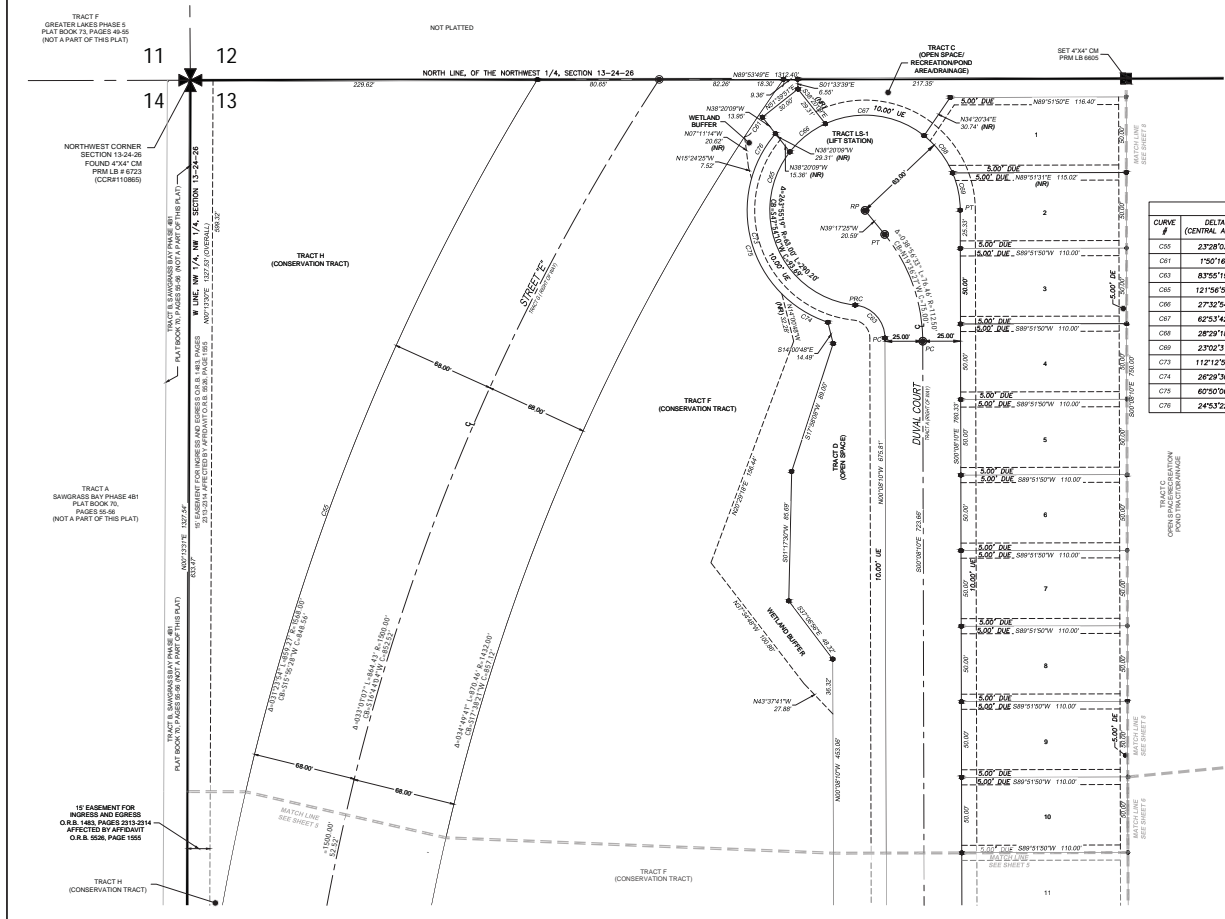
KPMFranklin
 222 CHURCH STREET
 KISSIMEE, FL 34741 | PHONE (407) 846-1216
 CERTIFICATE OF AUTHORIZATION 20208
 EB NO. 0536 | LB NO. 0022
 E-MAIL: SURVEY@KPMFRANKLIN.COM

EDGEMONT

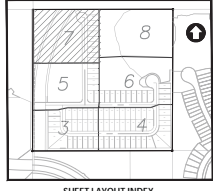
A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA

SHEET 7 OF 8

PLAT BOOK PAGE



CURVE #	DELTA (CENTRAL ANGLE)	RADIUS	ARC LENGTH	CHORD	DIRECTION	CHORD LENGTH
C05	27°28'03"	1568.00'	642.23'	519'	S31° 24' W	637.75'
C01	1°50'16"	1432.00'	45.83'	534'	S04° 04' W	45.93'
C03	8°35'19"	22.00'	32.22'	142'	S05° 03' W	29.42'
C05	12°15'54"	63.00'	134.09'	S23° 05' 03" E	110.17'	
C06	27°32'54"	63.00'	30.29'	S51° 39' 51" W	30.00'	
C07	62°53'42"	63.00'	69.16'	N83° 06' 51" W	65.74'	
C08	28°29'18"	63.00'	31.32'	N37° 25' 20" W	31.00'	
C09	23°02'31"	63.00'	25.34'	N11° 39' 26" W	25.17'	
C10	112°12'57"	78.00'	152.77'	S10° 31' 52" E	129.49'	
C11	26°29'30"	78.00'	36.06'	S88° 23' 30" E	35.74'	
C12	60°50'04"	78.00'	82.82'	S14° 43' 49" E	78.98'	
C13	24°53'22"	78.00'	33.88'	S28° 07' 55" W	33.62'	



SHEET INDEX:
 SHEET 1 OF 8 - LEGAL DESCRIPTION, DESIGNATIONS & NOTES
 SHEET 2 OF 8 - GENERAL PLAT BOUNDARY
 SHEETS 3 OF 8 - ANNOTATION SHEETS

222 CHURCH STREET
 KISSIMEE, FL 34741 | PHONE (407) 846-1216
 CERTIFICATE OF AUTHORIZATION 32059
 EB NO. 8236 | LB NO. 8600
 E-MAIL: SURVEY@KPMFRANKLIN.COM

EDGEMONT

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

SHEET 8 OF 8

PLAT BOOK PAGE

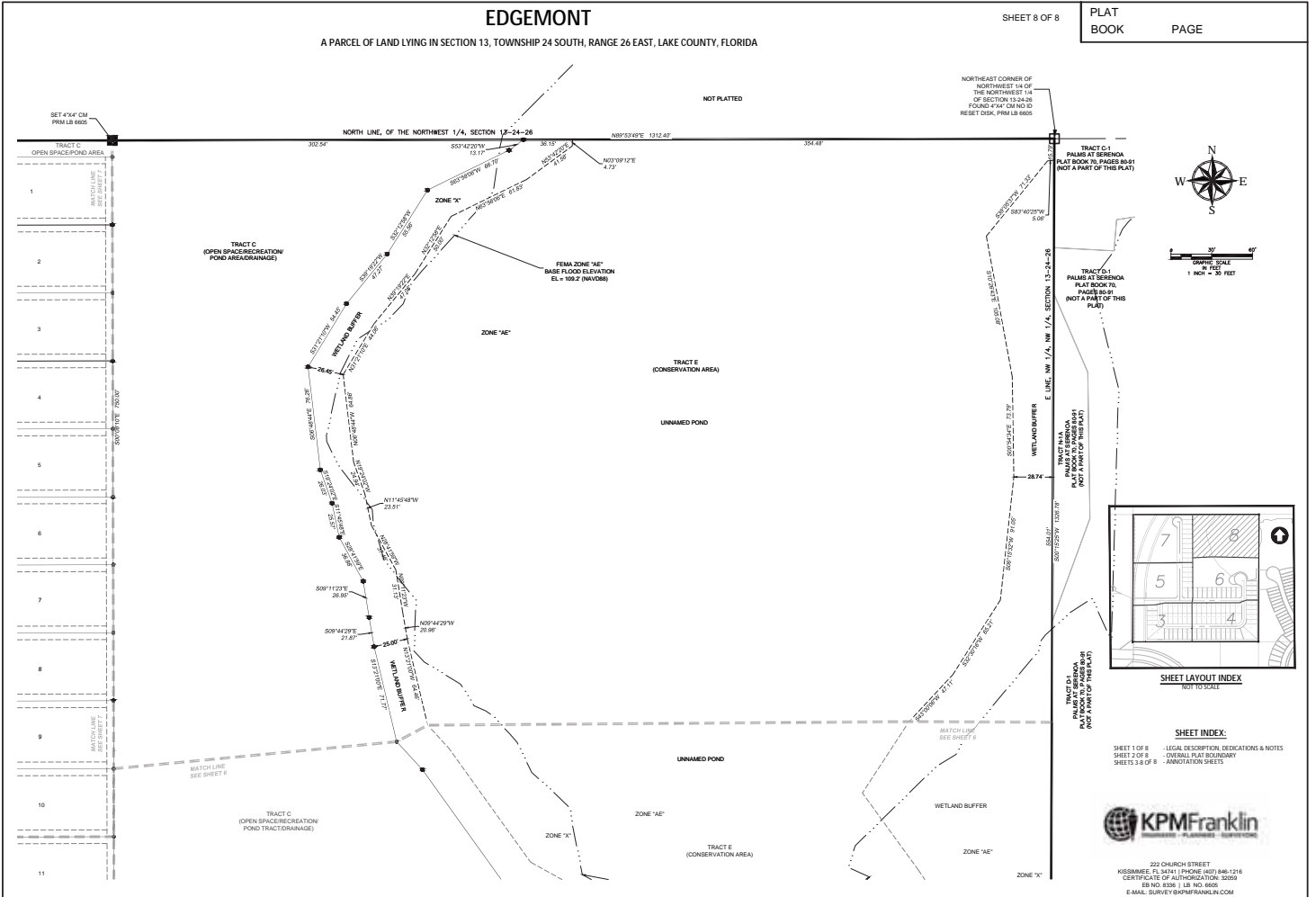


EXHIBIT 2



This Instrument Prepared by and
After Recording Please Return to:

Jarrett D. Bingemann, Esquire
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Telephone: (407) 423-4000

COVENANT OF RESTRICTION
(Walker Planned Unit Development/Edgemont Plat)

THIS COVENANT OF RESTRICTION (Walker Planned Unit Development/Edgemont Plat) (“Covenant”) is made this ___ day of _____, 2023 (“**Effective Date**”), by D.R. HORTON, INC., a Delaware corporation (“**Declarant**”), having a principal place of business at 7835 Osceola Polk Line Road, Davenport, Florida 33896, joined by the AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a Florida local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, whose address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**CDD**”).

RECITALS:

WHEREAS, Declarant is the owner of certain real property located in Lake County, Florida (the “**County**”), as described on the attached **Exhibit “A”** (the “**Property**”);

WHEREAS, the Property is located within the boundaries for the CDD;

WHEREAS, on November 20, 2018, the Lake County Board of County Commissioners (“**BCC**”) approved Ordinance 2018-56, Walker Planned Unit Development (PUD), RZ-17-30-1, as recorded in the Official Records for the County, as Official Records Book 5211, Pages 160-166 (“**PUD Ordinance**”), to approve the rezoning of the Property to Planned Unit Development (“**PUD**”);

WHEREAS, Section 1.G.3 of the PUD Ordinance requires all wetlands and wetland buffers within the Property be placed into a conservation easement and be enforceable by a homeowner’s association;

WHEREAS, the plat for the Property (Edgemont Plat) (“**Plat**”) contains Plat Note 15, which requires the Conservation Tracts (Tracts E, F, and H) (the “**Conservation Tracts**”), as specifically described and depicted on **Exhibit “B,”** be owned and maintained in perpetuity by the CDD, its successors and assigns;

WHEREAS, as of the date of this Covenant, Conservation Tracts H and F consist of forested wetlands with trees 6’ or taller and underbrush and Conservation Tract E consists of an



unnamed pond, all as depicted in the 2020 aerial image posted on the Lake County, Florida, Property Appraiser’s website and also attached to this Covenant as **Exhibit “C”**;

WHEREAS, Declarant desires to transfer and the CDD agrees to accept the Conservation Tracts, by quit-claim deed;

WHEREAS, Declarant will quit-claim the Conservation Tracts to the CDD immediately after the execution of this Covenant; and

WHEREAS, Declarant desires to preserve the Conservation Tracts in their natural, scenic, open, agricultural, or wooded condition in perpetuity.

NOW THEREFORE, Declarant declares that the Conservation Tracts shall be owned, used, and conveyed subject to this Covenant, which shall run with the land and be binding on all persons having any right, title or interest in the land, or any part thereof, and their heirs, successors, and assigns.

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into and made a part of this Covenant.

2. **Purpose**. The purpose of this Covenant is to maintain the Conservation Tracts in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain the Conservation Tracts as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, Florida Statutes (“**Conservation Purpose**”).

3. **Prohibited Uses**. Except for restoration, creation, enhancement, maintenance and monitoring activities consistent with the Conservation Purpose, any activity on or use of the Conservation Tracts inconsistent with the Conservation Purpose is prohibited.

4. **Riparian Rights**. This Covenant does not restrict riparian rights of ingress and egress as necessary to construct, use and maintain water dependent structures such as docks and waterways consistent with the PUD Ordinance.

5. **Lake County as Third Party Beneficiary**. Lake County (“**County**”) is hereby granted third party beneficiary rights to enforce this Covenant consistent with Section 704.06(8), Florida Statutes.

6. **No Dedication**. No right of access by the general public to any portion of the Conservation Tracts is conveyed by the Covenant.

7. **Successors**. The covenants, terms, conditions and restrictions of this Covenant shall be binding upon and inure to the benefit of the parties and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity.

Signatures on the following page.



Signed, sealed and delivered in the presence of:

DECLARANT – D.R. HORTON, INC., a Delaware corporation

Printed Name: _____

Name: Timothy P. Hultgren
Title: Vice President

Printed Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by Timothy P. Hultgren, as Vice President for D.R. HORTON, INC., a Delaware corporation. Said person (check appropriate box) is personally known to me or has produced _____ as identification.

(Notary Stamp or Seal)

Print Name: _____
Notary Public, State of _____
My Commission Expires: _____
Commission Number: _____



CDD JOINDER

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a Florida local unit of special-purpose government, established and existing pursuant to Chapter 190, Florida Statutes, whose address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746, the entity identified in the Edgemont Plat as the entity responsible for operating and maintaining the Conservation Tracts, hereby approves and joins in the Covenant of Restriction (Walker Planned Unit Development/Edgemont Plat) and the Exhibits attached thereto and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Covenant.

In Witness Whereof, AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT has executed this Joinder on this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

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

Printed Name: _____

Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as _____ for AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a Florida local unit of special-purpose government. Said person (check appropriate box) is personally known to me or has produced _____ as identification.

(Notary Stamp or Seal)

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____
Commission Number: _____



EXHIBIT A

(Property Legal Description)

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH,
RANGE 26 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH DECLARATION OF ACCESS EASEMENT AND SECOND
MODIFICATION TO ROADWAY EASEMENT AGREEMENTS RECORDED NOVEMBER
4, 2004 IN OFFICIAL RECORDS BOOK 2690, PAGE 2279 ALL OF THE PUBLIC RECORDS
OF LAKE COUNTY, FLORIDA.

CONTAINING 174,109 SQUARE FEET OR 39.97 ACRES MORE OR LESS.



EXHIBIT B (Conservation Tracts)

DESCRIPTION CONSERVATION EASEMENT, "TRACT E"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4, RUN 500°15'25"W FOR A DISTANCE OF 569.80 FEET; THENCE, DEPARTING SAID EAST LINE, RUN N89°44'11"W FOR A DISTANCE OF 26.10 FEET; THENCE S00°20'55"W FOR A DISTANCE OF 103.32 FEET; THENCE S76°47'13"W FOR A DISTANCE OF 85.69 FEET; THENCE S85°36'46"W FOR A DISTANCE OF 6.85 FEET; THENCE N00°08'10"W FOR A DISTANCE OF 17.74 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 131°36'38", WITH A CHORD BEARING OF N65°56'29"W AND A CHORD DISTANCE OF 136.82 FEET; THENCE RUN NORTHWESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 172.28 FEET TO A POINT ON SAID CURVE, BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE, DEPARTING SAID CURVE, RUN S62°41'06"W FOR A DISTANCE OF 52.70 FEET; THENCE N49°07'31"W FOR A DISTANCE OF 56.67 FEET; THENCE N44°25'48"W FOR A DISTANCE OF 53.84 FEET; THENCE N60°54'08"W FOR A DISTANCE OF 35.08 FEET; THENCE N35°38'07"W FOR A DISTANCE OF 107.11 FEET; THENCE N42°35'07"W FOR A DISTANCE OF 28.01 FEET; THENCE N13°21'00"W FOR A DISTANCE OF 71.77 FEET; THENCE N09°44'29"W FOR A DISTANCE OF 21.87 FEET; THENCE N09°11'23"W FOR A DISTANCE OF 26.95 FEET; THENCE N28°41'59"W FOR A DISTANCE OF 36.88 FEET; THENCE N11°45'48"W FOR A DISTANCE OF 25.57 FEET; THENCE N19°24'02"W FOR A DISTANCE OF 26.03 FEET; THENCE N06°48'44"W FOR A DISTANCE OF 76.26 FEET; THENCE N31°21'10"E FOR A DISTANCE OF 54.45 FEET; THENCE N39°19'22"E FOR A DISTANCE OF 47.27 FEET; THENCE N32°12'58"E FOR A DISTANCE OF 55.56 FEET; THENCE N63°58'06"E FOR A DISTANCE OF 68.94 FEET; THENCE N55°55'55"E FOR A DISTANCE OF 12.16 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE, ALONG SAID NORTH LINE, RUN N89°53'49"E FOR A DISTANCE OF 389.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING THEREIN 6.89± ACRES.

ABBREVIATIONS LEGEND

- | | | | |
|--------|-----------------------|----|-------------------|
| EB | ENGINEERING BUSINESS | CM | CONCRETE MONUMENT |
| LB | LICENSE BUSINESS | ID | IDENTIFICATION |
| (NR) | NON RADIAL | NT | NON-TANGENT |
| O.R.B. | OFFICIAL RECORDS BOOK | | |
| (M) | MEASURED | | |
| POC | POINT ON A CURVE | | |
| PC | POINT OF CURVATURE | | |
| P.O.B. | POINT OF BEGINNING | | |

THIS IS NOT A BOUNDARY SURVEY.

SURVEYOR'S NOTES

- BEARINGS ARE BASED ON THE NORTH SECTION LINE OF THE NW 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, AS HAVING A BEARING OF N89°53'49"E.
- THIS IS A SKETCH AND DESCRIPTION AND IS NOT A BOUNDARY SURVEY AS SUCH.**
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, OR ENCUMBRANCES OF RECORD, NOR WAS THE TITLE WORK PROVIDED TO THIS SURVEYOR. THERE MAY BE EASEMENTS AND/OR ENCUMBRANCES OF RECORDS WHICH AFFECT OR OVERLAP INTO THE PARCEL BEING DESCRIBED HEREIN.
- ALL MENTIONS OF OFFICIAL RECORDS CITED HEREIN REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF FLORIDA STATUTES.



City of Lake County, Florida
 State of Florida
 Department of Transportation
 Office of Professional Regulation
 Surveyors and Mappers
 License No. IS 7374

MITCHEL W. HILL
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NUMBER IS 7374

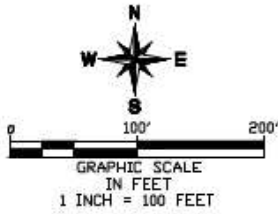
THIS SKETCH IS NOT VALID UNLESS IT BEARS THE LIVE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

(UNLESS AN ELECTRONIC SEAL IS USED)

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION	DATE	 KPMFranklin ENGINEERS • PLANNERS • SURVEYORS 1012 EMMETT STREET, SUITE A KISSIMEE, FL 34741 PHONE (407) 846-1216 CERTIFICATE OF AUTHORIZATION 32059 EB NO. 8238 LB NO. 6185	PROJECT INFORMATION	
PREPARED	12-1-2020		JOB #	20-0160.001
REVISED	5-5-2022		DRAWN BY	JP
			REVIEWED BY	DRH
		SHEET 1 OF 2		

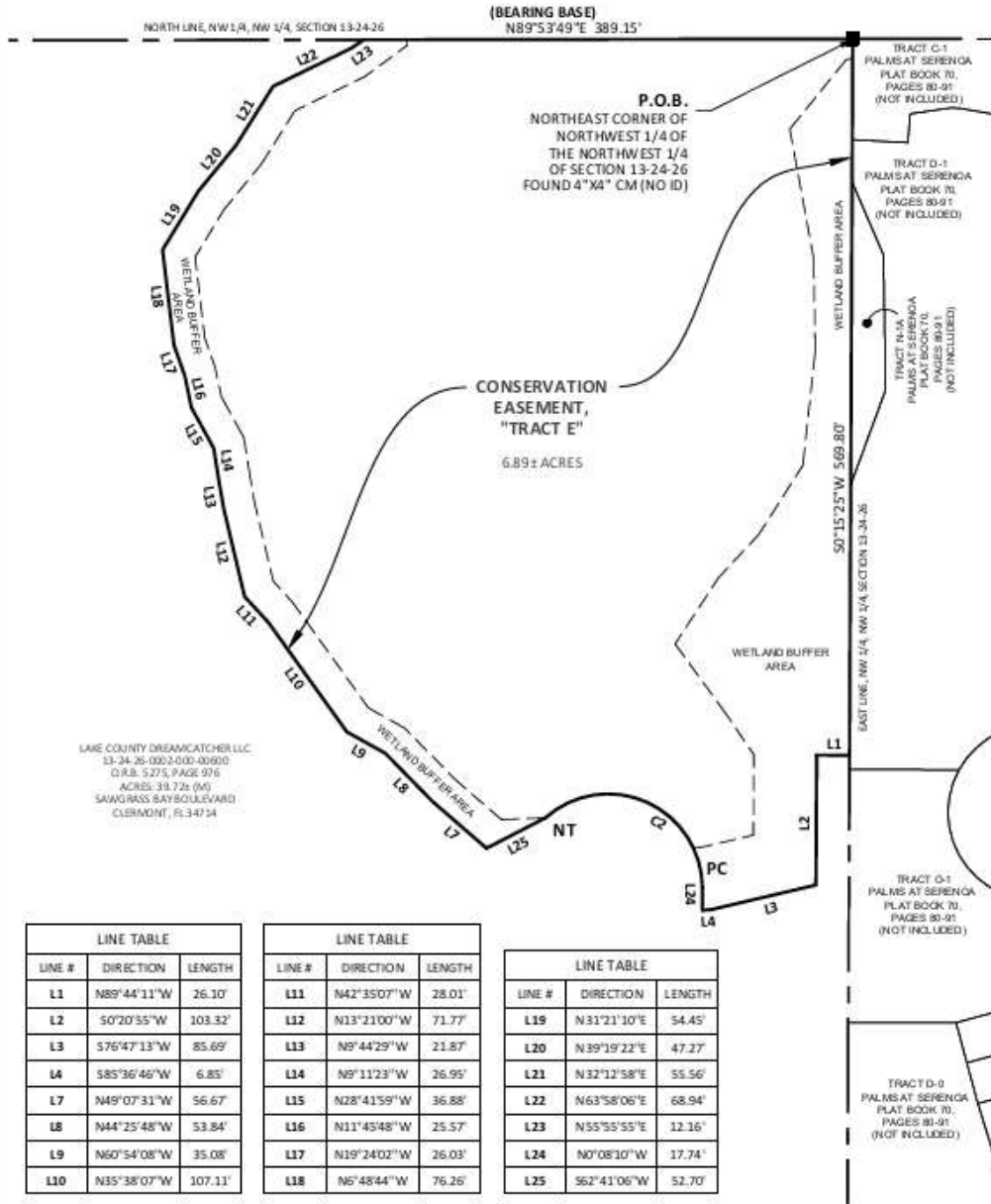




SKETCH OF DESCRIPTION
CONSERVATION EASEMENT, "TRACT E"

JJR PROPERTIES LLC
13-24-26-000-000-00400
O.R.B. 5275, PAGE 970
SAWGRASS BAY BOULEVARD
CLERMONT, FL 34714

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C2	131°36'38"	75.00'	172.28'	N65°56'29"W	136.82'



LAKE COUNTY DREAMCATCHER LLC
13-24-26-000-000-00900
O.R.B. 5275, PAGE 976
ACRES: 39.72± (60)
SAWGRASS BAY BOULEVARD
CLERMONT, FL 34714

LINE #	DIRECTION	LENGTH
L1	N89°44'11"W	26.10'
L2	S0°20'55"W	103.32'
L3	S76°47'13"W	85.69'
L4	S85°36'46"W	6.85'
L7	N49°07'31"W	56.67'
L8	N44°25'48"W	53.84'
L9	N60°54'08"W	35.08'
L10	N35°38'07"W	107.11'

LINE #	DIRECTION	LENGTH
L11	N42°35'07"W	28.01'
L12	N13°21'00"W	71.77'
L13	N9°44'29"W	21.87'
L14	N9°11'23"W	26.95'
L15	N28°41'59"W	36.88'
L16	N11°45'48"W	25.57'
L17	N19°24'02"W	26.03'
L18	N6°48'44"W	76.26'

LINE #	DIRECTION	LENGTH
L19	N31°21'10"E	54.45'
L20	N39°19'22"E	47.27'
L21	N32°12'58"E	55.56'
L22	N63°58'06"E	68.94'
L23	N55°55'55"E	12.16'
L24	N0°08'10"W	17.74'
L25	S62°41'06"W	52.70'

THIS IS NOT A BOUNDARY SURVEY.

NOT VALID WITHOUT SHEET 1 OF 2

DESCRIPTION	DATE
PREPARED	12-1-2020
REVISED	5-5-2022

1012 EMMETT STREET, SUITE A
KISSIMEE, FL 34741 | PHONE (407) 846-1218
CERTIFICATE OF AUTHORIZATION 32059
EB NO. 8338 | LS NO. 8825

PROJECT INFORMATION	
JOB #	20-0160.001
DRAWN BY	JP
REVIEWED BY	DRH
SHEET 2 OF 2	



DESCRIPTION
CONSERVATION EASEMENT, "TRACT F"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°53'49"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 392.53 FEET FOR A **POINT OF BEGINNING**; THENCE, ALONG SAID NORTH SECTION LINE, CONTINUE N89°53'49"E FOR A DISTANCE OF 9.36 FEET; THENCE, DEPARTING SAID NORTH SECTION LINE, RUN S01°33'39"E FOR A DISTANCE OF 6.55 FEET; THENCE RUN S51°39'51"W FOR A DISTANCE OF 30.00 FEET; THENCE RUN S38°20'09"E FOR A DISTANCE OF 13.95 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 78.00 FEET AND A CENTRAL ANGLE OF 112°12'57", WITH A CHORD BEARING OF S15°31'52"E AND A CHORD DISTANCE OF 129.49 FEET; THENCE RUN SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE 152.77 FEET TO A POINT ON SAID CURVE, BEING AN INTERSECTION WITH A NON-TANGENT LINE; THENCE, DEPARTING SAID CURVE, RUN S14°00'48"E FOR A DISTANCE OF 14.49 FEET; THENCE RUN S17°58'08"W FOR A DISTANCE OF 89.00 FEET; THENCE RUN S01°17'30"W FOR A DISTANCE OF 85.69 FEET; THENCE RUN S37°06'56"E FOR A DISTANCE OF 48.32 FEET; THENCE RUN S00°08'10"E FOR A DISTANCE OF 453.06 FEET; THENCE RUN S86°21'58"W FOR A DISTANCE OF 111.39 FEET; THENCE RUN S82°49'45"W FOR A DISTANCE OF 70.11 FEET; THENCE RUN S89°51'54"W FOR A DISTANCE OF 93.63 FEET; THENCE RUN N69°54'15"W FOR A DISTANCE OF 20.41 FEET; THENCE RUN N 00°13'31" E FOR A DISTANCE OF 29.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1432.00 FEET AND A CENTRAL ANGLE OF 34°49'41", WITH A CHORD BEARING OF N17°38'21"E AND A CHORD DISTANCE OF 857.12 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 870.46 FEET TO THE **POINT OF BEGINNING**.

CONTAINING THEREIN 3.86± ACRES.

ABBREVIATIONS LEGEND

EB	ENGINEERING BUSINESS	Δ	DELTA (CENTRAL ANGLE)
LB	LICENSED BUSINESS	R	RADIUS
(NR)	NON RADIAL	L	(ARC) LENGTH
O.R.B.	OFFICIAL RECORDS BOOK	CB	CHORD BEARING
(M)	MEASURED	C	CHORD (DISTANCE)
POC	POINT ON A CURVE	NT	NON-TANGENT(L)
PC	POINT OF CURVATURE	LS	LICENSED SURVEYOR
P.O.A.	POINT OF COMMENCEMENT	CM	CONCRETE MONUMENT
P.O.B.	POINT OF BEGINNING	PRM	PERMANENT REFERENCE MONUMENT
CCR	CERTIFIED CORNER RECORD		

THIS IS NOT A BOUNDARY SURVEY.

SURVEYOR'S NOTES

- BEARINGS ARE BASED ON THE NORTH SECTION LINE OF THE NW 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, AS HAVING A BEARING OF N89°53'49"E.
- THIS IS A SKETCH AND DESCRIPTION AND IS NOT A BOUNDARY SURVEY AS SUCH.**
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, OR ENCUMBRANCES OF RECORD, NOR WAS THE TITLE WORK PROVIDED TO THIS SURVEYOR. THERE MAY BE EASEMENTS AND/OR ENCUMBRANCES OF RECORDS WHICH AFFECT OR OVERLAP INTO THE PARCEL BEING DESCRIBED HEREIN.
- ALL MENTIONS OF OFFICIAL RECORDS CITED HEREIN REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF FLORIDA STATUTES.



Digitally signed by Mitchel W. Hill
DN: cn=Mitchel W. Hill, o=Professional Surveyor and Mapper
Date: 2023.08.08 17:51:21 -0400

MITCHEL W. HILL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS7374

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE LIVE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

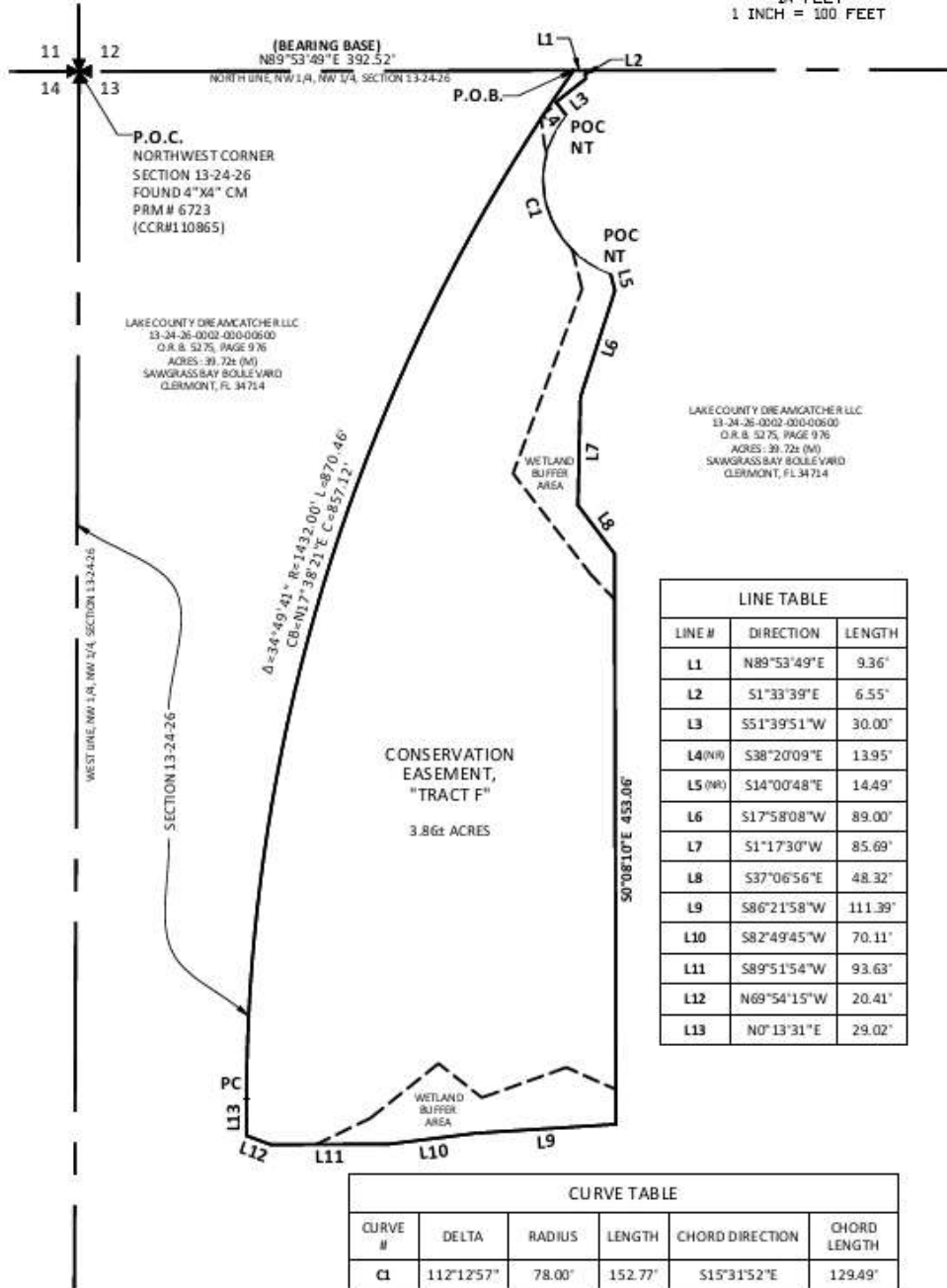
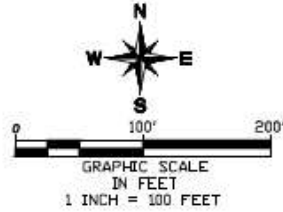
(UNLESS AN ELECTRONIC SEAL IS USED)

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION	DATE	 1012 KIRKWOOD STREET, SUITE A KISSIMMEE, FL 34741 PHONE (407) 846-1216 CERTIFICATE OF AUTHORIZATION: 32059 EB NO. 8336 LB NO. 6805	PROJECT INFORMATION	
PREPARED	12-1-2020		JOB #	20-0160.001
REVISED	5-5-2022		DRAWN BY	AR
			REVIEWED BY	DRH
			SHEET 1 OF 2	



SKETCH OF DESCRIPTION
CONSERVATION EASEMENT, "TRACT F"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°53'49"E	9.36'
L2	S1°33'39"E	6.55'
L3	S51°39'51"W	30.00'
L4(NR)	S38°20'09"E	13.95'
L5(NR)	S14°00'48"E	14.49'
L6	S17°58'08"W	89.00'
L7	S1°17'30"W	85.69'
L8	S37°06'56"E	48.32'
L9	S86°21'58"W	111.39'
L10	S82°49'45"W	70.11'
L11	S89°51'54"W	93.63'
L12	N69°54'15"W	20.41'
L13	N0°13'31"E	29.02'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	112°12'57"	78.00'	152.77'	S15°31'52"E	129.49'

THIS IS NOT A BOUNDARY SURVEY.

NOT VALID WITHOUT SHEET 1 OF 2

DESCRIPTION	DATE	 1012 ENWETT STREET, SUITE A KISSIMMEE, FL 34741 PHONE (407) 846-1216 CERTIFICATE OF AUTHORIZATION 32269 CE NO. 8336 LB NO. 6926	PROJECT INFORMATION	
PREPARED	12-1-2020		JOB #	20-0160.001
REVISED	5-5-2022		DRAWN BY	AR
			REVIEWED BY	DRH
			SHEET 2 OF 2	



DESCRIPTION
CONSERVATION EASEMENT, "TRACT H"

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°53'49"E, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 229.61 FEET TO A POINT ON A NON-TANGENTIAL CURVE; CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1568.00 FEET AND A CENTRAL ANGLE OF 31° 23' 54", WITH A CHORD BEARING OF S15° 55' 28"W AND A CHORD DISTANCE OF 848.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 859.27 FEET TO A POINT ON SAID CURVE, BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE, DEPARTING SAID CURVE, RUN N00° 13' 30" E FOR A DISTANCE OF 815.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING THEREIN 1.39± ACRES.

ABBREVIATIONS LEGEND

EB	ENGINEERING BUSINESS	Δ	DELTA (CENTRAL ANGLE)
LB	LICENSED BUSINESS	R	RADIUS
(NR)	NON RADIAL	L	(ARC) LENGTH
O.R.B.	OFFICIAL RECORDS BOOK	CB	CHORD BEARING
(M)	MEASURED	C	CHORD (DISTANCE)
POC	POINT ON A CURVE	PRM	PERMANENT REFERENCE MONUMENT
P.O.A.	POINT OF COMMENCEMENT	CM	CONCRETE MONUMENT
P.O.B.	POINT OF BEGINNING	LS	LICENSED SURVEYOR
CCR	CERTIFIED CORNER RECORD	NT	NON-TANGENT(IAL)

THIS IS NOT A BOUNDARY SURVEY.

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON THE NORTH SECTION LINE OF THE NW 1/4 OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, AS HAVING A BEARING OF N89°53'49"E.
2. **THIS IS A SKETCH AND DESCRIPTION AND IS NOT A BOUNDARY SURVEY AS SUCH.**
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, OR ENCUMBRANCES OF RECORD, NOR WAS THE TITLE WORK PROVIDED TO THIS SURVEYOR. THERE MAY BE EASEMENTS AND/OR ENCUMBRANCES OF RECORDS WHICH AFFECT OR OVERLAP INTO THE PARCEL BEING DESCRIBED HEREIN.
4. ALL MENTIONS OF OFFICIAL RECORDS CITED HEREIN REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS IN ACCORDANCE WITH CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF FLORIDA STATUTES.



Digitally signed by Mitchel W. Hill
DN: cn=Mitchel W. Hill,
o=Surveyors of Florida, ou=Professional Surveyors,
c=FL

MITCHEL W. HILL
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER LS 7374

THIS SKETCH IS NOT VALID UNLESS IT BEARS THE LIVE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

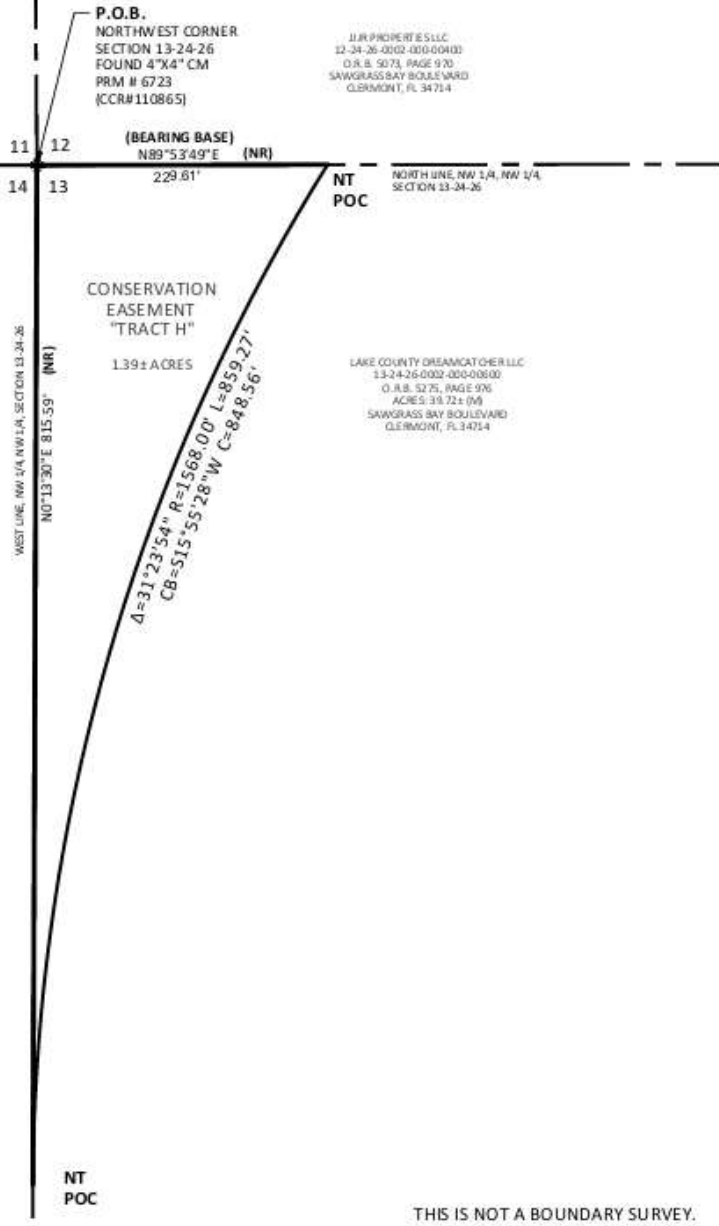
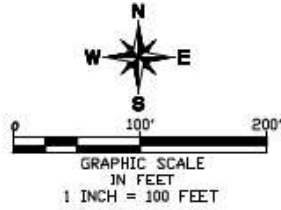
(UNLESS AN ELECTRONIC SEAL IS USED)

NOT VALID WITHOUT SHEET 2 OF 2

DESCRIPTION	DATE	 1012 EMMETT STREET, SUITE A KISSIMEE, FL 34741 PHONE: (407) 848-1218 CERTIFICATE OF AUTHORIZATION: 32059 EB NO. 8338 LS NO. 6925	PROJECT INFORMATION	
PREPARED	12-1-2020		JOB #	20-0160.001
REVISED	5-5-2022		DRAWN BY	JP
			REVIEWED BY	DRH
			SHEET 1 OF 2	



SKETCH OF DESCRIPTION
CONSERVATION EASEMENT, "TRACT H"



JJR PROPERTIES LLC
12-34-26-002-000-00400
O.R.B. 5073, PAGE 970
SAWGRASS BAY BOULEVARD
CLEMONT, FL 34714

LAKE COUNTY DREAMCAT OER LLC
13-34-26-002-000-00600
O.R.B. 5275, PAGE 926
ACRES: 39.721 (M)
SAWGRASS BAY BOULEVARD
CLEMONT, FL 34714

THIS IS NOT A BOUNDARY SURVEY.
NOT VALID WITHOUT SHEET 1 OF 2

DESCRIPTION	DATE
PREPARED	12-1-2020
REVISED	5-5-2022



9112 ENNETT STREET, SUITE A
KISSIMEE, FL 34741 | PHONE (407) 848-1216
CERTIFICATE OF AUTHORIZATION 32859
EB NO. 8308 | LB NO. 8805

PROJECT INFORMATION	
JOB #	20-0160.001
DRAWN BY	JP
REVIEWED BY	DRH
SHEET 2 OF 2	



EXHIBIT C
(2020 Aerial with Plat Overlay)



EXHIBIT 3



EXHIBIT 4



EXHIBIT 5



EXHIBIT 6



13-24-26-0200-E02-00000
Sawgrass Bay Blvd. (#0360) – Sanctuary - DR

This instrument prepared by:

Melanie Marsh, County Attorney
P.O. Box 7800, Tavares, FL 32778

Return to:

Lake County Public Works Dept. - R/W
P.O. Box 7800, Tavares, FL 32778

STATUTORY WARRANTY DEED

(Corporation)

THIS INDENTURE, made this _____ day of _____ 2023, between Avalon Groves Community Development District, a local unit of special-purpose government, established pursuant to Chapter 190, Florida Statutes
250 International Parkway, Suite 208, Lake Mary, Florida, 32746
County of _____, State of _____, hereinafter referred to as "Grantor"; and

Lake County, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, FL 32778-7800, as "Grantee".

WITNESSETH, that Grantor, for and in consideration, of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold, and conveyed to Lake County, its successors and assigns, the following described land, situate, lying, and being in Lake County, Florida:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written, Signed, Sealed, and Delivered in our presence as witnesses:



Witnesses:

Grantor(s): Avalon Groves Community Development District, a local unit of special purpose government, established pursuant to Chapter 190, Florida Statutes

1. Sign: _____

By: _____ (Seal)

Print Name: _____

Candice Smith, Chairperson,
Board of Supervisors

2. Sign: _____

Print Name: _____

OR:
ATTEST:

Sign: _____

Print Name and Title: _____ (Seal)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by Candice Smith, Chairperson, Board of Supervisors, on behalf of Avalon Groves Community Development District, a local unit of special purpose government, established pursuant to Chapter 190, Florida Statutes.

Signature of Notary Public – State of _____

Print Commissioned Name

Personally Known OR Produced Identification

Type of Identification Produced _____



Description Sketch

EXHIBIT 'A'

(Not A Survey)

Page 1 of 2

RIGHT-OF-WAY EXTENSION 1

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


COMMENCE at the Southwest corner of Section 13, Township 24 South, Range 26 East; thence run N 00°18'46" E along the West line of the Southwest 1/4 of said Section 13, a distance of 2030.51 feet; thence departing said West line, run S 89°41'14" E, a distance of 757.91 feet to the POINT OF BEGINNING; thence N 15°44'42" W, a distance of 20.10 feet to a point on the Southwesterly Right-of-way line of Sawgrass Bay Boulevard (106' Right-of-way, according to Official Records Book 4931, Page 828, Public Records of Lake County, Florida); thence run along said Southwesterly Right-of-way line the following two (2) courses: 1) Southeasterly, 238.68 feet along the arc of a non-tangent curve to the left having a radius of 750.00 feet and a central angle of 18°14'01" (chord bearing S 35°35'11" E, 237.67 feet); 2) S 44°42'12" E, a distance of 185.44 feet; thence departing said Southwesterly Right-of-way line, run northwesterly, 16.90 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 27°39'44" (chord bearing N 58°31'59" W, 16.73 feet); thence N 44°42'12" W, a distance of 169.19 feet; thence northwesterly, 220.20 feet along the arc of a tangent curve to the right having a radius of 754.00 feet and a central angle of 16°43'57" (chord bearing N 36°20'14" W, 219.41 feet) to the POINT OF BEGINNING.

Containing 0.037 acres, more or less.

NOTES:

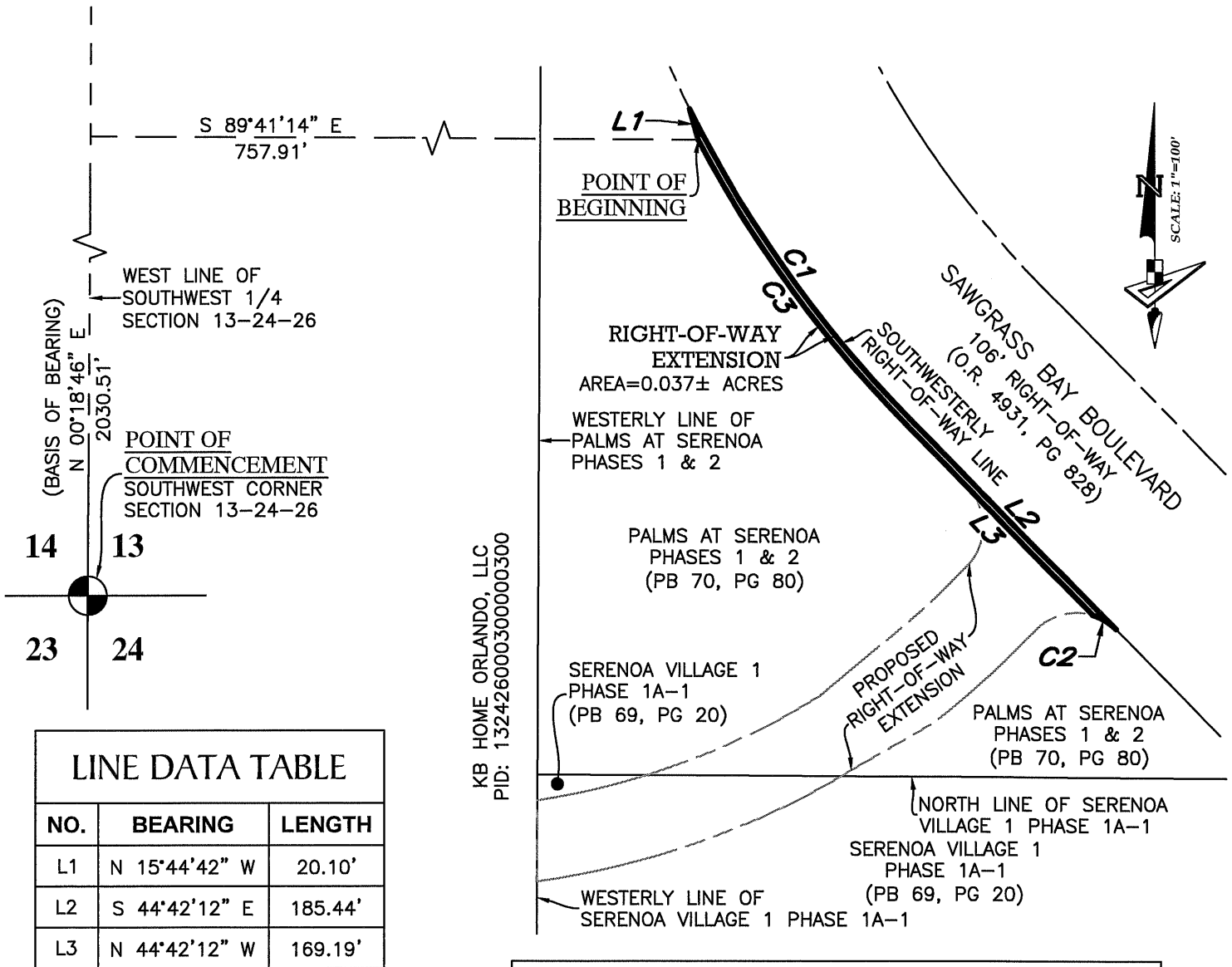
1) The bearings shown hereon are based on the West line of the Southwest 1/4 of Section 13, Township 24 South, Range 26 South, having a Grid bearing of N 00°18'46" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

PROJECT: DESCRIPTION SKETCH			Prepared For: VK AVALON GROVES, LLC		
PHASE: RIGHT-OF-WAY EXTENSION 1			<p style="font-size: 1.2em; margin: 0;">(Not A Survey)</p>  <p style="font-size: 0.8em; margin: 0;">Digitally signed by Judd French DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Judd French, email=JFrench@geopointsurvey.com Date: 2023.05.24 14:52:28 -04'00'</p>		
DRAWN: MRC	DATE: 09/14/22	CHECKED BY: JDF			
REVISIONS			<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="margin: 0;">Judd D. French FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095</p> </div> <div style="width: 45%; text-align: right;"> <p style="margin: 0; font-size: 1.2em; font-weight: bold;">GeoPoint</p> <p style="margin: 0; font-size: 0.8em;">Surveying, Inc.</p> </div> </div> <p style="margin-top: 10px; font-size: 0.8em;">555 Winderly Pl, Suite 120 Maitland, Florida 32751 Phone: (321) 270-0440 Licensed Business No.: LB 7768</p>		
DATE	DESCRIPTION	DRAWN BY			
03/08/23	COMMENTS	MRC			
FILE PATH: SANCTUARY-SAWGRASS-ROW EXT-1-SOD.DWG			LAST SAVED BY: MATTCHEPOLIS		

Description Sketch

EXHIBIT 'A' (Not A Survey) **Page 2 of 2**



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 15°44'42" W	20.10'
L2	S 44°42'12" E	185.44'
L3	N 44°42'12" W	169.19'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	750.00'	18°14'01"	238.68'	237.67'	S 35°35'11" E
C2	35.00'	27°39'44"	16.90'	16.73'	N 58°31'59" W
C3	754.00'	16°43'57"	220.20'	219.41'	N 36°20'14" W

NOTE:
 SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 2 FOR SKETCH

555 Winderly Pl, Suite 120
 Maitland, Florida 32751
 Phone: (321) 270-0440
 Licensed Business No.: LB 7768





EXHIBIT 7



This instrument prepared by:

Melanie Marsh, County Attorney
P.O. Box 7800, Tavares, FL 32778

Return to: Lake County Public Works Dept. - RW
P.O. Box 7800, Tavares, FL 32778

DRAINAGE EASEMENT
(Corporation)

THIS EASEMENT, made this _____ day of _____, 2023, between _____
Avalon Groves Community Development District, a local unit of special purpose
government, established pursuant to Chapter 190, Florida Statutes
250 International Parkway Suite 208, Lake Mary, Florida, 32746
as “first party,” and

LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800,
Tavares, Florida 32778-7800, as “second party”.

WITNESS, that the first party, in consideration of the sum of Ten Dollars (\$10.00)
and other valuable consideration, the receipt of which is hereby acknowledged, does
hereby grant unto the second party its successors and assigns, a perpetual Easement
and right-of-way for the purpose of clearing, excavating, constructing and maintaining
outfall and drainage ditches in, upon and through the following described tract of land in
Lake County, Florida, to-wit:

AS SET FORTH ON EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the same unto the second party, its successors and
assigns, together with immunity unto the second party, its successors or assigns, from all
claims of damage, if any, arising from or growing out of such construction and/or
maintenance, to the lands, if any, owned by the first parties, lying adjacent or contiguous
to the lands herein above described.

The property owner shall maintain the legal right to modify, reconfigure and/or
relocate the drainage facilities in any manner which still provides for treatment and
attenuation of stormwater; this includes underground vaults and/or exfiltration trenches
and shall be the maintenance entity for the stormwater ponds. It is expressly understood
and agreed by the parties that the “first party” shall at all times have the right to relocate,
expand and jointly use the Retention Pond area identified in Exhibit “A”, and to commingle
in said retention pond, stormwater runoff from and in connection with the development of
the “first party’s” property, so long as the retention pond continues to sufficiently
accommodate the stormwater runoff from Sawgrass Bay Blvd. Maintenance of said pond
area shall be the responsibility of the property owner once it is jointly used.

In the event the “first party” desires to relocate the drainage facilities and/or the
retention pond out of the easement area granted or conveyed to the “second party” under
this Agreement, the “first party” shall grant the “second party” a new easement, at no
additional cost to the “second party”, covering the area of the relocated drainage facilities
and/or retention pond area. The new easement shall be of the same size, width, and
functionality as the easement area purchased hereunder, and such new easement area
shall be in a location agreeable to the “second party”. “First party” shall be responsible for

all costs associated with relocating the drainage facilities and/or retention pond to the new easement area.

IN WITNESS THEREOF, first party has hereunder set his or her hand and seal on this the day and year first above written. Signed, Sealed and Delivered in our presence as witnesses:

Witnesses

Grantor(s): Avalon Groves Community Development District, a local unit of special purpose government, established pursuant to Chapter 190, Florida Statutes

1. Sign: _____

_____ (Seal)

Candice Smith, Chairperson,
Board of Supervisors

Print Name: _____

2. Sign: _____

Print Name: _____

OR:

ATTEST:

Sign: _____

Print Name and Title: _____(Seal)



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by Candice Smith, Chairperson, Board of Supervisors, on behalf of Avalon Groves Community Development District, a local unit of special purpose government, established pursuant to Chapter 190, Florida Statutes.

Signature of Notary Public – State of _____

Print Commissioned Name

Personally Known OR Produced Identification

Type of Identification Produced _____



SANCTUARY-SAWGRASS - DRAINAGE POND 1

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




COMMENCE at the Southwest corner of Section 13, Township 24 South, Range 26 East; thence run N 00°18'46" E along the West line of said Section 13, a distance of 2149.90 feet; thence departing said West line, run S 89°41'14" E, a distance of 668.96 feet to the POINT OF BEGINNING; thence N 85°00'20" E, a distance of 17.01 feet to a point on Southwesterly line of an existing Permanent Grading, Utility & Drainage Easement, as recorded in Official Records Book 4931, Page 794, Public Records of Lake County, Florida; thence run along said Southwesterly line the following two (2) courses: 1) Southeasterly, 367.17 feet along the arc of a non-tangent curve to the left having a radius of 773.00 feet and a central angle of 27°12'55" (chord bearing S 31°05'44" E, 363.73 feet); 2) S 44°42'12" E, a distance of 87.57 feet; thence departing said Southwesterly line, run southwesterly, 16.62 feet along the arc of a non-tangent curve to the right having a radius of 35.00 feet and a central angle of 27°12'10" (chord bearing S 31°41'43" W, 16.46 feet); S 45°17'48" W, a distance of 15.95 feet; thence southwesterly, 59.99 feet along the arc of a tangent curve to the right having a radius of 470.50 feet and a central angle of 07°18'21" (chord bearing S 48°56'59" W, 59.95 feet); thence N 38°07'23" W, a distance of 16.45 feet; thence N 72°15'26" W, a distance of 64.33 feet; thence N 21°41'05" W, a distance of 23.80 feet; thence S 65°21'02" W, a distance of 17.22 feet; thence N 23°59'50" W, a distance of 16.95 feet; thence N 63°57'25" E, a distance of 13.48 feet; thence N 14°30'27" W, a distance of 22.63 feet; thence N 39°10'20" W, a distance of 59.95 feet; thence N 62°25'10" W, a distance of 62.78 feet; thence N 58°48'28" W, a distance of 14.88 feet; thence N 00°17'56" E, a distance of 262.78 feet to the POINT OF BEGINNING.

Containing 0.966 acres, more or less.

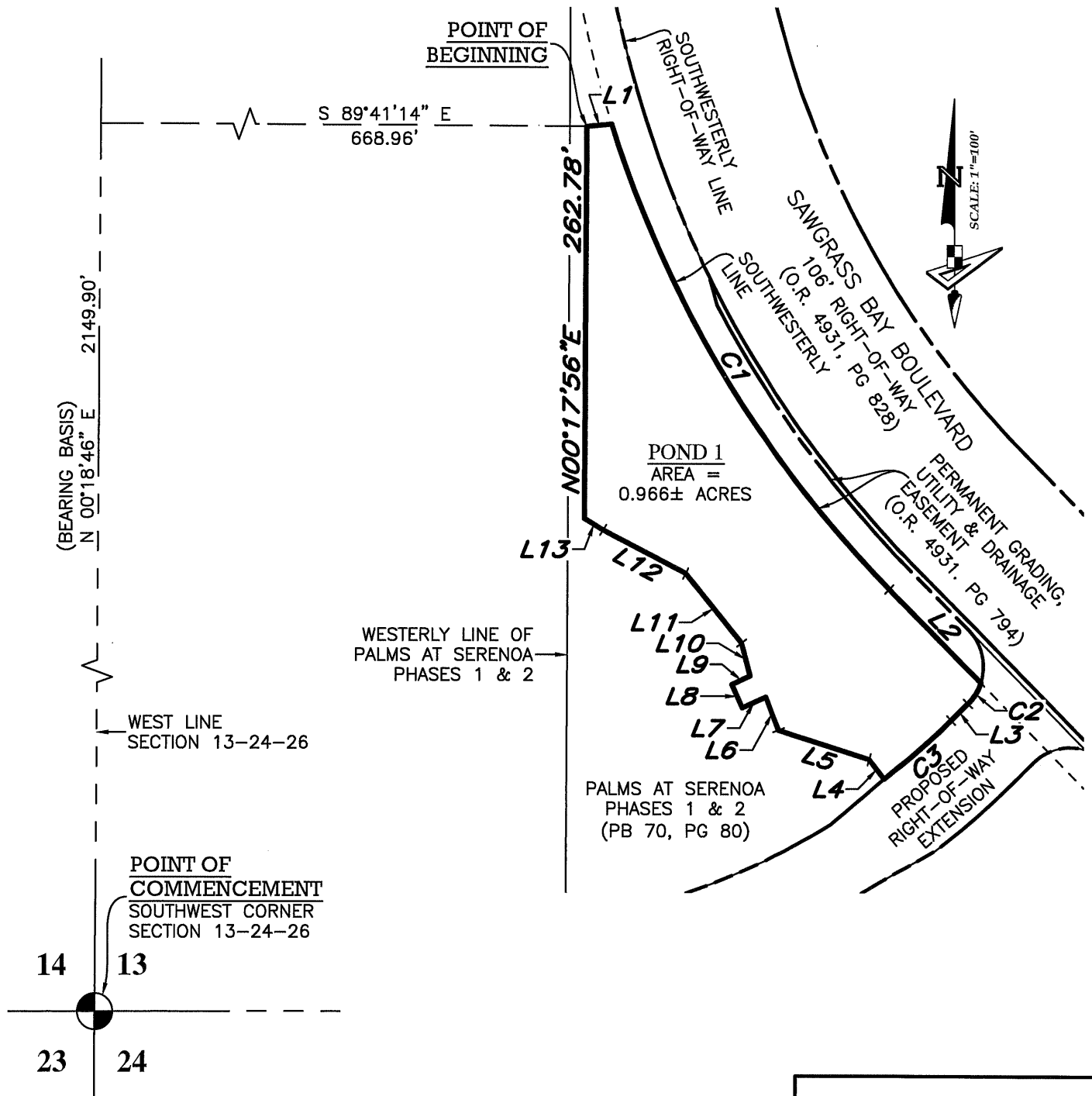
NOTES:

1) The bearings shown hereon are based on the West line of Section 13, Township 24 South, Range 26 East, having a Grid bearing of N 00°18'46" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH
SEE SHEET 3 FOR LINE & CURVE TABLES

PROJECT: DESCRIPTION SKETCH			Prepared For: VK AVALON GROVES, LLC.		
PHASE: DRAINAGE POND 1			(Not A Survey)  Digitally signed by Judd French DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Judd French, email=JFrench@geopointsurvey.com Date: 2023.05.16 09:50:23 -04'00'		
DRAWN: MRC	DATE: 12/12/22	CHECKED BY: JDF			
REVISIONS			528 Northlake Blvd. #1040 Altamonte Springs, FL 32701 Phone: (321) 270-0440 Licensed Business No.: LB 7768 		
DATE	DESCRIPTION	DRAWN BY			
03/13/23	COMMENTS	MRC			
Judd D. French FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095					
FILE PATH: SANCTUARY-SAWGRASS-DRAINAGE POND 1-SOD.DWG			LAST SAVED BY: MATTCHEPOLIS		

(Not A Survey)



NOTE:
 SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE & CURVE TABLES

528 Northlake Blvd. #1040
 Altamonte Springs, FL 32701
 Phone: (321) 270-0440
 Licensed Business No.: LB 7768



(Not A Survey)

LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 85°00'20" E	17.01'
L2	S 44°42'12" E	87.57'
L3	S 45°17'48" W	15.95'
L4	N 38°07'23" W	16.45'
L5	N 72°15'26" W	64.33'
L6	N 21°41'05" W	23.80'
L7	S 65°21'02" W	17.22'
L8	N 23°59'50" W	16.95'
L9	N 63°57'25" E	13.48'
L10	N 14°30'27" W	22.63'
L11	N 39°10'20" W	59.95'
L12	N 62°25'10" W	62.78'
L13	N 58°48'28" W	14.88'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	773.00'	27°12'55"	367.17'	363.73'	S 31°05'44" E
C2	35.00'	27°12'10"	16.62'	16.46'	S 31°41'43" W
C3	470.50'	7°18'21"	59.99'	59.95'	S 48°56'59" W

NOTE:

SEE SHEET 1 FOR DESCRIPTION
 SEE SHEET 2 FOR SKETCH
 SEE SHEET 3 FOR LINE & CURVE TABLES

528 Northlake Blvd. #1040
 Altamonte Springs, FL 32701
 Phone: (321) 270-0440
 Licensed Business No.: LB 7768

GeoPoint
 Surveying, Inc.



Description Sketch

(Not A Survey)

SANCTUARY-SAWGRASS - DRAINAGE POND 2

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

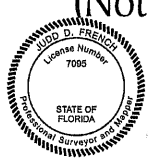

COMMENCE at the Southwest corner of Section 13, Township 24 South, Range 26 East; thence run N 00°18'46" E along the West line of said Section 13, a distance of 1633.23 feet; thence departing said West line, run S 89°41'14" E, a distance of 657.93 feet to the Northwest corner of Serenoa Village 1, Phase 1A-1, according to the plat there of, as recorded in Plat Book 69, Page 20, Public Records of Lake County, Florida; thence run S 89°42'12" E along the North line of said Serenoa Village 1, Phase 1A-1, a distance of 278.80 feet to the POINT OF BEGINNING; thence N 38°07'23" W, a distance of 44.24 feet; thence northeasterly, 66.77 feet along the arc of a non-tangent curve to the left having a radius of 529.50 feet and a central angle of 07°13'30" (chord bearing N 48°54'33" E, 66.73 feet); thence N 45°17'48" E, a distance of 19.95 feet; thence northeasterly, 12.25 feet along the arc of a non-tangent curve to the right having a radius of 35.00 feet and a central angle of 20°03'05" (chord bearing N 55°19'15" E, 12.19 feet) to a point on the Southwesterly line of an existing Permanent Grading, Utility & Drainage Easement, as recorded in Official Records Book 4931, Page 794, Public Records of Lake County; thence run along said Southwesterly line S 44°42'12" E, a distance of 141.24 feet to a point on said North line of Serenoa Village 1, Phase 1A-1; thence departing said Southwesterly line of the existing Permanent Grading, Utility & Drainage Easement, run N 89°42'12" W along said North line of Serenoa Village, Phase 1A-1, a distance of 146.53 feet to the POINT OF BEGINNING.

Containing 0.218 acres, more or less.

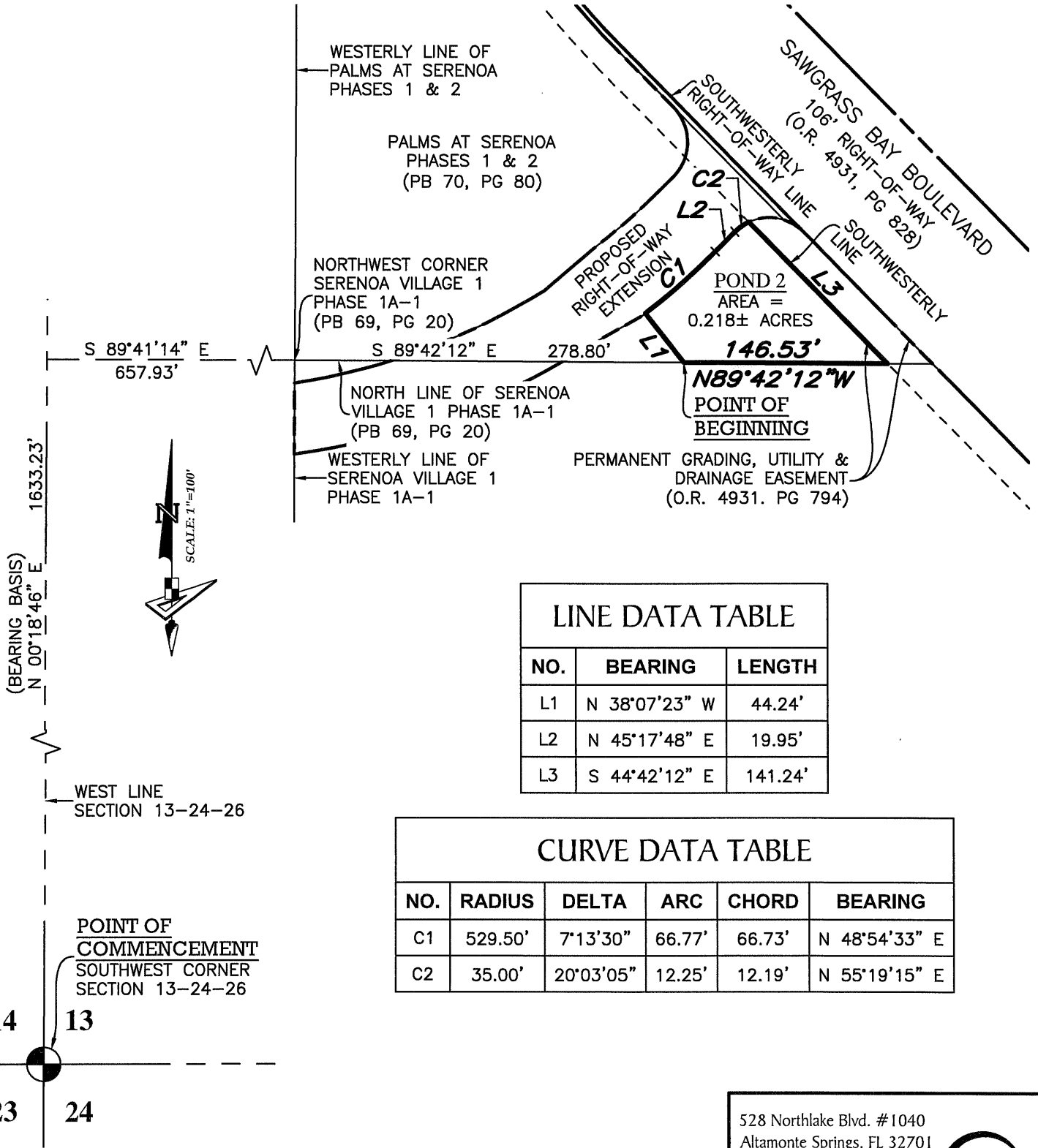
NOTES:

1) The bearings shown hereon are based on the West line of Section 13, Township 24 South, Range 26 East, having a Grid bearing of N 00°18'46" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

PROJECT: DESCRIPTION SKETCH			Prepared For: VK AVALON GROVES, LLC.		
PHASE: DRAINAGE POND 2			<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  <p>(Not A Survey)</p> <p><small>Digitally signed by Judd French DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Judd French, email=JFrench@geopointsurvey.com Date: 2023.05.17 13:25:44 -04'00'</small></p> </div> <div style="text-align: right;"> <p>528 Northlake Blvd. # 1040 Altamonte Springs, FL 32701 Phone: (321) 270-0440 Licensed Business No.: LB 7768</p> </div> </div>		
DRAWN: MRC	DATE: 12/13/22	CHECKED BY: JDF			
REVISIONS			<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>Judd D. French FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095</p> </div> <div style="text-align: right;">  </div> </div>		
DATE	DESCRIPTION	DRAWN BY			
03/13/23	COMMENTS	MRC			
FILE PATH: SANCTUARY-SAWGRASS-DRAINAGE POND 2-SOD.DWG			LAST SAVED BY: MATTCHEPOLIS		

(Not A Survey)



LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 38°07'23" W	44.24'
L2	N 45°17'48" E	19.95'
L3	S 44°42'12" E	141.24'

CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	529.50'	7°13'30"	66.77'	66.73'	N 48°54'33" E
C2	35.00'	20°03'05"	12.25'	12.19'	N 55°19'15" E

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

528 Northlake Blvd. #1040
Altamonte Springs, FL 32701
Phone: (321) 270-0440
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

RIGHT-OF-WAY EXTENSION 2

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


COMMENCE at the Southeast corner of Section 13, Township 24 South, Range 26 East; thence run N 00°18'46" E along the West line of the Southwest 1/4 of said Section 13, a distance of 1591.80 feet; thence departing said West line, run S 89°41'14" E, a distance of 657.97 feet to a point on the Westerly line of Serenoa Village 1 Phase 1A-1, according to the plat thereof, as recorded in Plat Book 69, Page 20, of the Public Records of Lake County, Florida, said point also being the POINT OF BEGINNING; thence N 00°15'16" E along said Westerly line, a distance of 25.27 feet; thence departing said Westerly line, run easterly, 191.97 feet along the arc of a non-tangent curve to the left having a radius of 475.00 feet and a central angle of 23°09'20" (chord bearing N 69°52'18" E, 190.66 feet); thence N 49°55'34" E, a distance of 46.24 feet; thence northeasterly, 60.91 feet along the arc of a non-tangent curve to the left having a radius of 470.50 feet and a central angle of 07°25'01" (chord bearing N 49°00'18" E, 60.86 feet); thence N 45°17'48" E, a distance of 15.95 feet; thence northerly, 54.98 feet along the arc of a tangent curve to the left having a radius of 35.00 feet and a central angle of 90°00'00" (chord bearing N 00°17'48" E, 49.50 feet); thence S 44°42'12" E, a distance of 112.75 feet; thence westerly, 38.08 feet along the arc of a non-tangent curve to the left having a radius of 35.00 feet and a central angle of 62°20'26" (chord bearing S 76°27'56" W, 36.23 feet); thence S 45°17'48" W, a distance of 19.95 feet; thence southwesterly, 69.11 feet along the arc of a tangent curve to the right having a radius of 529.50 feet and a central angle of 07°28'41" (chord bearing S 49°02'09" W, 69.06 feet); thence S 60°36'36" W, a distance of 50.61 feet; thence westerly, 220.27 feet along the arc of a non-tangent curve to the right having a radius of 525.00 feet and a central angle of 24°02'19" (chord bearing S 70°16'28" W, 218.65 feet) to a point on said Westerly line of Serenoa Village 1 Phase 1A1; thence N 00°15'16" E along said Westerly line, a distance of 25.27 feet to the POINT OF BEGINNING.

Containing 0.464 acres, more or less.

NOTES:

1) The bearings shown hereon are based on the West line of the Southwest 1/4 of Section 13, Township 24 South, Range 26 South, having a Grid bearing of N 00°18'46" E. The Grid bearings shown hereon refer to the State Plane Coordinate System, North American Datum of 1983 (NAD 83-2007 Adjustment) for the East Zone of Florida.

SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

PROJECT: DESCRIPTION SKETCH			Prepared For: VK AVALON GROVES, LLC		
PHASE: RIGHT-OF-WAY EXTENSION 2			<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>(Not A Survey)</p> <p><small>Digitally signed by Judd French DN: c=US, st=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Judd French, email=JFrench@geopointsurvey.com Date: 2023.05.24 14:51:08 -04'00'</small></p> </div> <div style="text-align: center;"> <p>Judd D. French</p> <p>FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS7095</p> </div> </div>		
DRAWN: MRC	DATE: 09/14/22	CHECKED BY: JDF			
REVISIONS					
DATE	DESCRIPTION	DRAWN BY			
03/08/23	COMMENTS	MRC			
FILE PATH: SANCTUARY-SAWGRASS-ROW EXT-2-SOD.DWG			LAST SAVED BY: MATTCHEPOLIS		

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768



GeoPoint

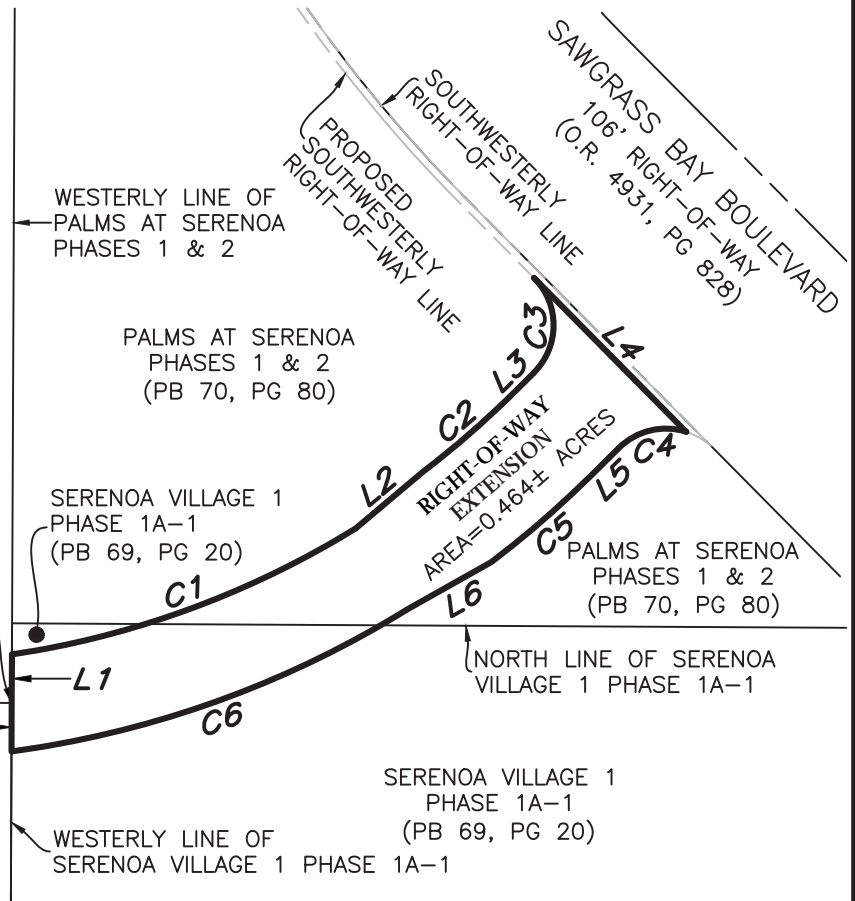
Surveying,

Description Sketch

(Not A Survey)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N 00°15'16" E	25.27'
L2	N 49°55'34" E	46.24'
L3	N 45°17'48" E	15.95'
L4	S 44°42'12" E	112.75'
L5	S 45°17'48" W	19.95'
L6	S 60°36'36" W	50.61'
L7	N 00°15'16" E	25.27'

KB HOME ORLANDO, LLC
PID: 132426000300000300



POINT OF BEGINNING

S 89°41'14" E
657.97'

L7

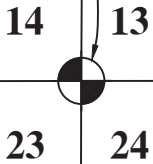


(BASIS OF BEARING)

N 00°18'46" E
1591.80'

WEST LINE OF SOUTHWEST 1/4 SECTION 13-24-26

POINT OF COMMENCEMENT
SOUTHWEST CORNER SECTION 13-24-26



CURVE DATA TABLE					
NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	475.00'	23°09'20"	191.97'	190.66'	N 69°52'18" E
C2	470.50'	7°25'01"	60.91'	60.86'	N 49°00'18" E
C3	35.00'	90°00'00"	54.98'	49.50'	N 00°17'48" E
C4	35.00'	62°20'26"	38.08'	36.23'	S 76°27'56" W
C5	529.50'	7°28'41"	69.11'	69.06'	S 49°02'09" W
C6	525.00'	24°02'19"	220.27'	218.65'	S 70°16'28" W

NOTE:
SEE SHEET 1 FOR DESCRIPTION
SEE SHEET 2 FOR SKETCH

555 Winderly Pl, Suite 120
Maitland, Florida 32751
Phone: (321) 270-0440
Licensed Business No.: LB 7768



EXHIBIT 8



EXHIBIT 9





Avalon Groves CDD Aquatics

Inspection Date:

6/14/2023 12:55 PM

Prepared by:

Lee Smith

Account Manager

STEADFAST OFFICE:
WWW.STEADFASTENV.COM
813-836-7940



Inspection Report

SITE: 16

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Minor amounts of subsurface algae were present around the perimeter. No other nuisance vegetation growth observed. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface	<input type="checkbox"/> Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

SITE: 11

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Some algae and nuisance grasses are present along the shoreline but have been treated. Technician will continue to monitor and treat accordingly.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface	<input type="checkbox"/> Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	



Inspection Report

SITE: 15

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Shoreline grasses were the main nuisance vegetation observed in this pond. These grasses will be targeted during the next visit.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface	Filamentous	Surface Filamentous
		Planktonic		Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input checked="" type="checkbox"/> Pennywort	Babytears	Chara
	Hydrilla	Slender Spikerush	Other:	

SITE: 17

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Torpedo grass, Slender Spikerush, and Subsurface algae were observed around some areas of this pond. Some of this vegetation appears to be decaying from treatment, and our technician will continue to closely monitor and treat where necessary.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface	Filamentous	Surface Filamentous
		Planktonic		Cyanobacteria
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	



Inspection Report

SITE: 18

Condition: Excellent Great Good Poor Mixed Condition Improving



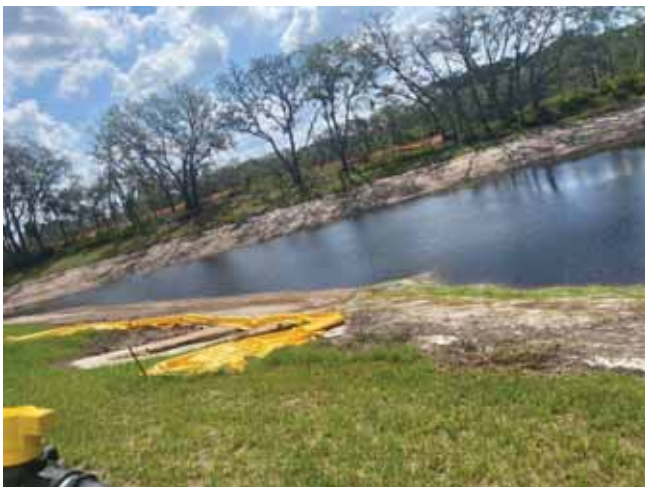
Comments:

Water level in pond is low. Torpedo grass and Slender Spikerush are present in moderate amounts along the shoreline. Some of these grasses appear to be decaying from previous treatment. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	Minimal	<input checked="" type="checkbox"/> Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	

SITE: 19

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. This pond is still being investigated as to why this is happening. May be a combination of things: no rain, evaporation, possible leakage into adjacent construction area. With more rain we should be able to determine the issue. Slender Spikerush was observed along the shoreline and within the water and will be targeted during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	Turbid	Tannic	
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	Subsurface Filamentous	Surface Filamentous	
		Planktonic	Cyanobacteria	
<u>GRASSES:</u>	N/A	<input checked="" type="checkbox"/> Minimal	Moderate	Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	Torpedo Grass	Pennywort	Babytears	Chara
	Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	Other:	



Inspection Report

SITE: 13

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Submersed vegetation was observed but doesn't appear to be of any concern. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	<input type="checkbox"/> Cyanobacteria
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Substantial
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	

SITE: 12

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Shoreline grasses were present in minor amounts and will be targeted during future maintenance events.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic	
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous	<input type="checkbox"/> Cyanobacteria
		<input type="checkbox"/> Planktonic		<input type="checkbox"/> Substantial
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate	<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>				
	<input checked="" type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears	<input type="checkbox"/> Chara
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:	



Inspection Report

SITE: 14

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Subsurface algae was observed around the perimeter of this pond. The green tint in the water indicates the presence of Planktonic algae. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input checked="" type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:
			<input type="checkbox"/> Chara

SITE: 20

Condition: Excellent Great Good Poor Mixed Condition Improving



Comments:

Water level in pond is low. Some trash was picked up during this visit. Routine maintenance and monitoring will occur here.

<u>WATER:</u>	<input checked="" type="checkbox"/> Clear	<input type="checkbox"/> Turbid	<input type="checkbox"/> Tannic
<u>ALGAE:</u>	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Subsurface Filamentous	<input type="checkbox"/> Surface Filamentous
		<input type="checkbox"/> Planktonic	<input type="checkbox"/> Cyanobacteria
<u>GRASSES:</u>	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Minimal	<input type="checkbox"/> Moderate
			<input type="checkbox"/> Substantial
<u>NUISANCE SPECIES OBSERVED:</u>			
	<input type="checkbox"/> Torpedo Grass	<input type="checkbox"/> Pennywort	<input type="checkbox"/> Babytears
	<input type="checkbox"/> Hydrilla	<input checked="" type="checkbox"/> Slender Spikerush	<input type="checkbox"/> Other:
			<input type="checkbox"/> Chara



MANAGEMENT SUMMARY



Now that we are about half way through June, we have at last entered summer. Currently conditions are suited to favor growth. Humidity levels have rapidly spiked. Daytime temperatures continue to rise, most having recently reached the mid 90's. Though recent rainfall has raised the water levels across several ponds, and has helped to decrease algae within them and helped to circulate water, more rain is still needed. These hot, nutrient-dense pools are producing algal activity at a much higher rate than typically observed.

Across the inspected areas, most ponds are in great condition. Nuisance grasses were still present in minor amounts and will be a main focus going forward. No additional algal blooms have formed, but there is still minor amounts of decaying algae around the perimeters of some ponds. Those ponds that still contain notable amounts of algae will be on our technician's radar for future visits. Some ponds simply require light touch ups to stay in good health during the pre-summer conditions. Proceeding treatments will continue to combat any new growth that pops up between visits, as the growing season looms. Rains have improved pond conditions favorably, and should continue to improve them as we move into the rainy, summer months.

RECOMMENDATIONS

Continue to treat ponds for algae, administer follow-ups to ponds experiencing extended decay times.

Administer treatments to any nuisance grasses growing along exposed shorelines and within beneficial plants.

Continue to apply treatment to heavily overgrown littoral areas.

Avoid overtreating ponds, to prevent fish kills or toxic blooms.

Stay alert for debris items that find their way to the pond's shore.

Thank you for choosing Steadfast Environmental!



MAINTENANCE AREA



Avalon Groves CDD

Sawgrass Bay Boulevard, Clermont

Gate Code:



EXHIBIT 10





Bio-Tech Consulting Inc.

Environmental and Permitting Services

February 25, 2023

Sandra Joiner
St. Johns River Water Management District
601 South Lake Destiny Road, Suite 200
Maitland, FL 32751

Proj: Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A
Lake County, FL
SJRWMD Permit #135777-5
(BTC File #588-14)
Re: 5th Annual Mitigation Monitoring Report (2023)

Dear Ms. Joiner:

Bio-Tech Consulting, Inc. (BTC) is corresponding in order to provide the St. Johns River Water Management District (SJRWMD) with the 5th Annual Monitoring Report for the on-site wetland creation and upland enhancement areas for the approximately 141.9-acre Serenoa (AKA Avalon Groves) Villages 1&2 - Phase 1A project site, located east of SR 27 on Sawgrass Bay Boulevard, within Sections 13, 14, 23, 24, Township 24 South, Range 26 East, Lake County, Florida (Figures 1 & 2). This report includes the following information:

- Monitoring and maintenance methodology;
- monitoring results for the wetland areas and upland buffer areas;
- incidental wildlife observations; and,
- photographs of the mitigation areas.

INTRODUCTION

The approved mitigation plan for the Serenoa Phase 1A site involves offsetting the proposed wetland impacts (3.41 acres) with the wetland preservation areas (45.9 acres) placed under a conservation easement dedicated to the SJRWMD. The following monitoring report details the permit requirements for successful monitoring criteria, qualitative analysis and results for the wetland and upland areas involved.

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

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

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

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

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

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

info@bio-techconsulting.com

www.bio-techconsulting.com



MONITORING & MAINTENANCE METHODOLOGY

Monitoring

Monitoring will occur on a bi-annual basis for a period of five (5) years. Monitoring will consist of biannual assessments of nuisance and invasive vegetation as well as overall qualitative condition of the conservation areas identified as Monitoring Areas 1-5 within the project site. The records of the monitoring events, which will be provided to the SJRWMD on an annual basis in a written report, will include the following:

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

In addition to the vegetative portion of the monitoring to be conducted, wildlife information will also be gathered and described in the annual reports. Information and exhibits as to the location of the sampling stations will also be included in the annual reports (Figure 3).

Maintenance

Specific management practices will be employed within the wetland preservation areas and related upland buffer areas that will consist of hand clearing activities and the utilization of herbicidal applications to eliminate invasive and exotic species, as needed. These management practices will be implemented in an effort to control and eradicate any invasive, exotic, or opportunistic species within the mitigation areas.

All portions of the project's mitigation areas will be managed for the benefit of wildlife and vegetative composition. Obviously, the most important component of the management is treatment for control of invasive and exotic vegetation, in perpetuity. It is anticipated that the mitigation areas will require little long-term management once the natural systems succeed ecologically and become self-perpetuating. Maintenance will include removal of any invasive or exotic plant species (including, but not limited to cattails, primrose willow, cogon grass, etc.). No more than 5% total coverage of such exotic or nuisance species shall occur between maintenance events.



Success Criteria

The intent of this project is to provide the SJRWMD with qualitative results of the wetland enhancement/wetland creation areas. Perpetual maintenance will be performed as detailed previously in order to ensure the integrity and viability of both the preservation and creation areas. As part of the activities that are designed to achieve the functional gains indicated in the UMAM Analysis, the success criteria for the wetlands and respective upland buffer areas will consist of the following:

- Greater than 85 percent coverage by desirable species after 3 years; and,
- Less than 5 percent areal coverage by invasive and/or exotic species.

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

RESULTS

Jim Torregrosa of BTC performed the 5th annual monitoring events for the mitigation areas on November 15, 2022 and February 21, 2023. Photographs of the mitigation areas are attached (Appendix A).

The vegetative species identified within these forested wetland systems include bald cypress (*Taxodium distichum*), red maple (*Acer rubrum*), sycamore maple (*Acer pseudoplatanus*), pond pine (*Pinus serotina*), sweetbay (*Magnolia virginiana*), laurel oak (*Quercus laurifolia*), loblolly bay (*Gordonia lasianthus*), water oak (*Quercus nigra*), cabbage palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), winged sumac (*Rhus copallinum*), swamp tupelo (*Nyssa sylvatica*), dahoon holly (*Ilex cassine*), wax myrtle (*Myrica cerifera*), American beautyberry (*Callicarpa americana*), fetterbush (*Lyonia lucida*), gallberry (*Ilex grabla*), bracken fern (*Pteridium aquilinum*), cinnamon fern (*Osmunda cinnamomea*), swamp fern (*Blechnum serrulatum*), sword fern (*Nephrolepis exaltata*), Virginia chain fern (*Woodwardia virginica*), poison ivy (*Toxicodendron radicans*), Greenbrier (*Smilax* spp.), wild azalea (*Rhododendron viscosum*), Carolina redroot (*Lachnanthes caroliana*), coinwort (*Centella asiatica*), pennywort (*Hydrocotyle umbellata*), maidencane (*Panicum hemitomon*), spike rush (*Eleocharis baldwinii*), soft rush (*Juncus effusus*), sedges (*Carex* & *Cyperus* spp.), crab grass (*Digitaria* spp.), broomsedge (*Andropogon virginicus*), beakrush (*Rhynchospora* spp.), Mexican primrose willow (*Ludwigia octovalvis*), cattails (*Typha* spp.), pickerelweed (*Pontederia cordata*), duck potato (*Sagittaria lancifolia*), white water lily (*Nymphaea odorata*), duckweed (*Lemna minor*), hairy umbrella sedge



(*Fuirena squarrosa*), and elderberry (*Sambucus canadensis*). Coverage of desirable native species by wetland and FACW vegetation is currently over 95%.

Coverage of category I and II exotic species identified include Peruvian primrose willow (*Ludwigia peruviana*), caesarweed (*Urena lobata*) and torpedo grass (*Panicum repens*). Coverage of exotic vegetation is less than 2% occurring scattered through-out the wetland and upland preservation areas. Nuisance plant species consist of cattail (*Typha* spp.), muscadine grapevine (*Vitis rotundifolia*), dogfennel (*Eupatorium capillifolium*), and bahiagrass (*Paspalum notatum*) located within the upland at less than 3% areal coverage.

After a very dry season last year, water levels are somewhat low. Now more of the area has no surface water. Hydrology is adequate for the wetland areas. Conservation Area signs are in place. As of this report, last scheduled maintenance event was performed on December 16, 2022. This project continues to be in compliance at this time.

WILDLIFE UTILIZATION

The Serenoa Phase 1A site was evaluated to determine the wildlife species currently utilizing the area. The following is a list of those species present during the monitoring events and includes any direct and indirect (i.e. tracks, burrows, vocalizations, etc.) observations made.

Reptiles and Amphibians

American alligator (*Alligator mississippiensis*)
black racer (*Coluber constrictor*)
brown anole (*Norops sagrei*)
common cooter (*Pseudemys floridana*)
southern leopard frog (*Lithobates sphenoccephalus*)
water moccasin (*Agkistrodon piscivorus*)

Birds

Cattle Egret (*Bubulus ibis*)
Common Grackle (*Quiscalus quiscula*)
Double-crested Cormorant (*Phalacrocorax auritus*)
Florida Sandhill Crane (*Antigone canadensis pratensis*)
Great Blue Heron (*Ardea herodias*)
Mallard (*Anas platyrhynchos*)
Northern Mockingbird (*Mimus polyglottos*)
Red-shouldered Hawk (*Buteo lineatus*)
Sandhill crane (*Antigone canadensis*)



Birds (Continued)

Snowy egret (*Egretta thula*)
Swallow-tailed kite (*Elanoides forficatus*)
Turkey Vulture (*Cathartes aura*)
White Ibis (*Eudocimus albus*)

Mammals

eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)
white-tailed deer (*Odocoileus virginianus*)
wild pig (*Sus scrofa*)

SUMMARY

The Serenoa Phase 1A wetland preservation areas were monitored in November, 2022 and February, 2023, for the 5th annual monitoring period. Coverage of desirable native species is above 95% within the wetland preservation areas during the 5th annual monitoring period. Coverage of exotic vegetation is less than 2% occurring mostly within the transition areas between wetland and upland, and edges of ponds. Nuisance plant species account for less than 3% areal coverage. Maintenance events will continue as needed in perpetuity. Water levels encountered within the preservation areas ranged from dry soil to approximately 12 inches deep in the canals and lower elevation areas. Water conditions were consistent with historic norms and seasonal variations for this time of year and for this part of Florida.

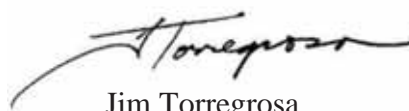
Maintenance events will continue on an as needed basis, with the goal of each maintenance event to eliminate all nuisance and exotic species. The mitigation areas continue to be in compliance at this time.



REQUEST FOR SIGN-OFF

At this time BTC is requesting sign-off from the monitoring and reporting requirements of the SJRWMD Permit No. 135777-5 for the Serenoa Phase 1A Project Site. This site has consistently been in compliance since the baseline monitoring event. This is the 5th annual and final monitoring report. If you have any questions, concerns, or require any additional information, please contact our office at (407) 894-5969. Thank you.

Sincerely,



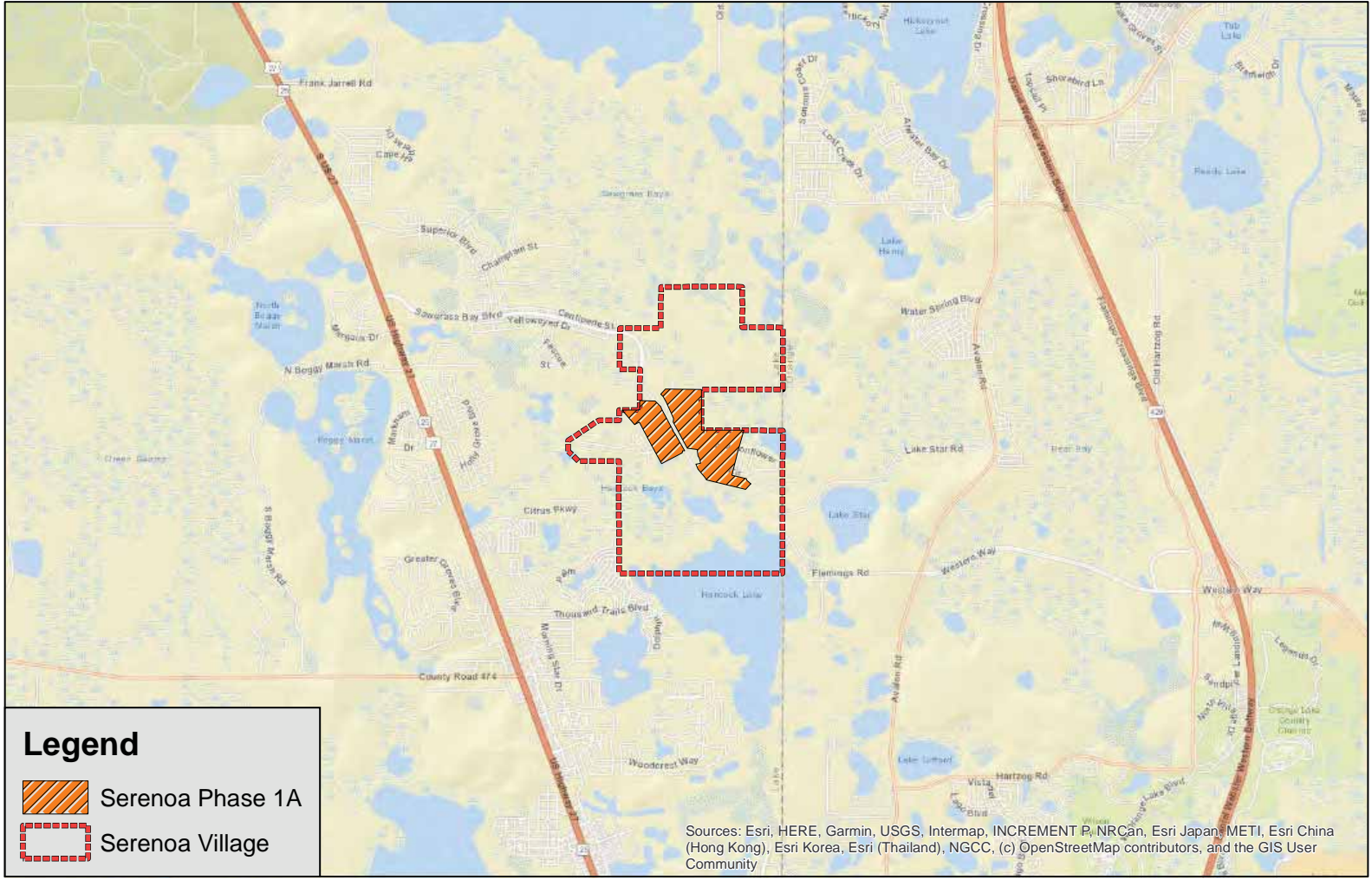
Jim Torregrosa
Field Biologist





John Miklos
President

Attachments





Legend

-  Serenoa Phase 1A
-  Serenoa Village

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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

Serenoa Phase 1A
 Lake County, Florida
 Figure 1
 Location Map

2

0 0.5 1 Miles
 Project #: 588-14
 Produced By: CRS
 Date: 6/24/2021





Legend

- Serenoa Phase 1A
- Serenoa Village

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

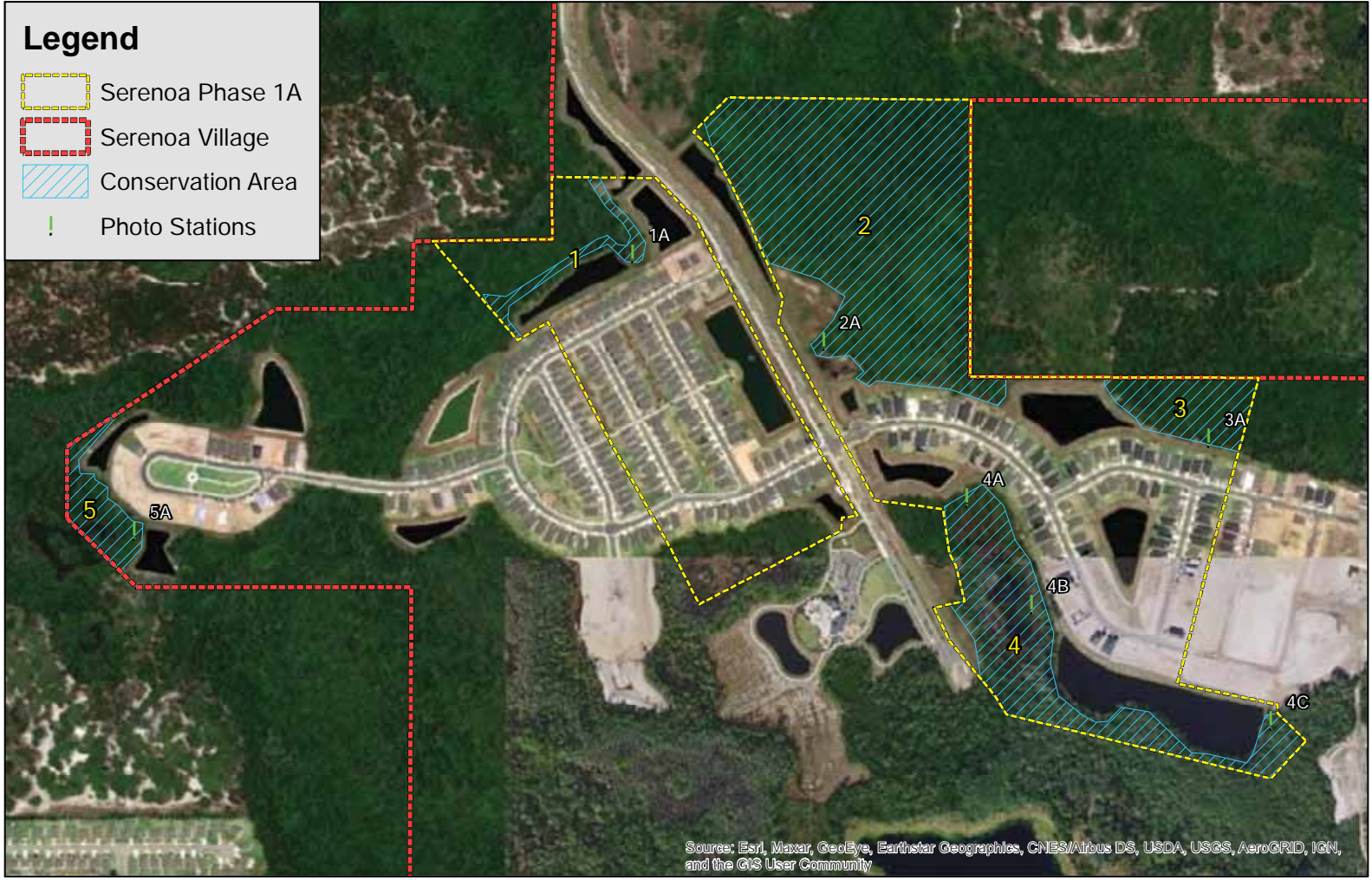
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Serenoa Phase 1A
 Lake County, Florida
 Figure 2
 2020 Aerial Map

2

0 350 700 Feet
 Project #: 588-14
 Produced By: CRS
 Date: 6/24/2021





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Serenoa Phase 1A
 Lake County, Florida
 Figure 3
 Mitigation Monitoring Map

2

0 400 800 Feet
 Project #: 588-14
 Produced By: CRS
 Date: 6/24/2021



APPENDIX A


Serenoa Phase 1A

5th Annual Monitoring Photographs


November 15, 2022 & February 21, 2023




General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: North		
Photo # 0865	Date of Photograph: 11/15/2022	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: East		
Photo # 0866	Date of Photograph: 11/15/2022	



General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: South		
Photo # 0867	Date of Photograph: 11/15/2022	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: West		
Photo # 0868	Date of Photograph: 11/15/2022	



General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: North		
Photo # 0913	Date of Photograph: 11/15/2022	

General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: East		
Photo # 0914	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #2

Notes:
Station A

Cardinal Direction:
South



Photo #
0915

Date of Photograph:
11/15/2022

General ID:
Conservation Area #2

Notes:
Station A

Cardinal Direction:
West




Photo #
0916

Date of Photograph:
11/15/2022



General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: North		
Photo # 0921	Date of Photograph: 11/15/2022	

General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: East		
Photo # 0922	Date of Photograph: 11/15/2022	




General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: South		
Photo # 0923	Date of Photograph: 11/15/2022	

General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: West		
Photo # 0924	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: North		
Photo # 0928	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: East		
Photo # 0929	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: South		
Photo # 0930	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: West		
Photo # 0931	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: North		
Photo # 0935	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: East		
Photo # 0936	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: South		
Photo # 0937	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: West		
Photo # 0938	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #4

Notes:
Station C

Cardinal Direction:
North



Photo #	Date of Photograph:
0942	11/15/2022

General ID:
Conservation Area #4

Notes:
Station C


Cardinal Direction:
East



Photo #	Date of Photograph:
0943	11/15/2022



General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: South		
Photo # 0944	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: West		
Photo # 0946	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
North



Photo #
0891

Date of Photograph:
11/15/2022

General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
East




Photo #
0892

Date of Photograph:
11/15/2022




General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: South		
Photo # 0893	Date of Photograph: 11/15/2022	

General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: West		
Photo # 0894	Date of Photograph: 11/15/2022	



General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: North		
Photo # 2193	Date of Photograph: 2/21/2023	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: East		
Photo # 2194	Date of Photograph: 2/21/2023	




General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: South		
Photo # 2195	Date of Photograph: 2/21/2023	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: West		
Photo # 2196	Date of Photograph: 2/21/2023	




General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: North		
Photo # 2200	Date of Photograph: 2/21/2023	

General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: East		
Photo # 2201	Date of Photograph: 2/21/2023	



General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: South		
Photo # 2202	Date of Photograph: 2/21/2023	

General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: West		
Photo # 2203	Date of Photograph: 2/21/2023	



General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: North		
Photo # 2207	Date of Photograph: 2/21/2023	

General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: East		
Photo # 2208	Date of Photograph: 2/21/2023	



General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
South



Photo #
2209

Date of Photograph:
2/21/2023

General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
West



Photo #
2210

Date of Photograph:
2/21/2023



General ID:
Conservation Area #4

Notes:
Station A

Cardinal Direction:
North



Photo #
2213

Date of Photograph:
2/21/2023

General ID:
Conservation Area #4

Notes:
Station A

Cardinal Direction:
East




Photo #
2214

Date of Photograph:
2/21/2023



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: South		
Photo # 2215	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: West		
Photo # 2216	Date of Photograph: 2/21/2023	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: North		
Photo # 2220	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: East		
Photo # 2221	Date of Photograph: 2/21/2023	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: South		
Photo # 2222	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: West		
Photo # 2223	Date of Photograph: 2/21/2023	



General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: North		
Photo # 2228	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: East		
Photo # 2229	Date of Photograph: 2/21/2023	



General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: South		
Photo # 2230	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: West		
Photo # 2231	Date of Photograph: 2/21/2023	



General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: North		
Photo # 2256	Date of Photograph: 2/21/2023	

General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: East		
Photo # 2257	Date of Photograph: 2/21/2023	



General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
South



Photo #
2258

Date of Photograph:
2/21/2023

General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
West



Photo #
2259

Date of Photograph:
2/21/2023





Bio-Tech Consulting Inc.

Environmental and Permitting Services

February 25, 2023

Sandra Joiner
St. Johns River Water Management District
601 South Lake Destiny Road, Suite 200
Maitland, FL 32751

Proj: Serenoa Roadway – Lake County, FL
SJRWMD Permit #135777-15
(BTC File #588-13)
Re: 5th Annual Mitigation Monitoring Report (2023)

Dear Ms. Joiner:

Bio-Tech Consulting, Inc. (BTC) is corresponding in order to provide the St. Johns River Water Management District (SJRWMD) with the 5th Annual Mitigation Monitoring Report for the on-site wetland preservation and upland buffer enhancement of the approximately 52.04-acre Serenoa Roadway site located east of SR 27 on Sawgrass Bay Boulevard, within Sections 13, 14, 23, 24, Township 24 South, Range 26 East, Lake County, Florida (Figures 1 & 2). This monitoring report will include the following information:

- Monitoring and maintenance methodology;
- monitoring results of the upland enhancement and wetland preservation areas;
- incidental wildlife observations and;
- photographs of the mitigation areas.

INTRODUCTION

The approved mitigation plan for the Serenoa Roadway site involves impacting 7.49 acres of wetland, and a wetland preservation area (144.3 acres) placed under a conservation easement dedicated to the SJRWMD. The following report details the permit requirements for successful monitoring criteria and qualitative analysis results of the wetland and upland areas.

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

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

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

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

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

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax



MONITORING & MAINTENANCE METHODOLOGY

Monitoring

The monitoring will consist of general qualitative observations in the wetland preservation areas. A summary of the data collected will be included in an annual report submitted to the SJRWMD each year within 30 days of the last monitoring event. The recorded data obtained from the monitoring events will be provided annually to the SJRWMD in report form. The reports will include the following:

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

In addition to the vegetative portion of the monitoring to be conducted, wildlife information will also be gathered and described in the annual reports. Information and exhibits as to the location of the sampling stations will be included (Figure 3). Monitoring will consist of bi-annual investigations of desirable wetland and FACW, as well as exotic, nuisance and invasive vegetation coverage for a five (5) year period.

Maintenance

Specific management practices will be employed within the mitigation areas that will consist of hand clearing activities and the utilization of herbicidal applications to eliminate invasive and exotic species, as needed. These management practices will be implemented on a monthly basis for the first year, then quarterly for another 4 years, or until release from the monitoring component of the permit. After that, maintenance will occur as needed in perpetuity, in an effort to control and eradicate any invasive, exotic, or opportunistic species within the mitigation areas.

Obviously, the most important component of the management is treatment for control of invasive and exotic vegetation, in perpetuity. It is anticipated that the mitigation areas will require little long-term management since the natural systems are succeeding ecologically and are self-perpetuating. Maintenance will include removal of any invasive or exotic plant species (including, but not limited to cattails, Peruvian primrose willow, cogon grass, etc...). No more than a 5% total coverage of such exotic or nuisance species shall occur between maintenance events.



Success Criteria

The intent of this project is to provide the SJRWMD with qualitative results of the wetland preservation area. Perpetual maintenance will be performed as detailed previously in order to ensure the integrity and viability of the preservation areas. As part of the activities that are designed to achieve the functional gains indicated in the UMAM Analysis, the success criteria for the wetland enhancement areas will consist of the following:

Wetland Preservation Area

- Greater than 85 percent coverage by desirable species after 3 years; and,
- Less than 5 percent areal coverage by invasive and/or exotic species.

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

RESULTS

Jim Torregrosa of BTC performed the 5th annual monitoring events for the mitigation areas on November 15, 2022 and February 21, 2023. Photographs of the mitigation areas are attached (Appendix A).

The vegetative species identified within these forested wetland systems include bald cypress (*Taxodium distichum*), red maple (*Acer rubrum*), sycamore maple (*Acer pseudoplatanus*), pond pine (*Pinus serotina*), sweetbay (*Magnolia virginiana*), laurel oak (*Quercus laurifolia*), loblolly bay (*Gordonia lasianthus*), water oak (*Quercus nigra*), cabbage palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), winged sumac (*Rhus copallinum*), swamp tupelo (*Nyssa sylvatica*), dahoon holly (*Ilex cassine*), wax myrtle (*Myrica cerifera*), American beautyberry (*Callicarpa americana*), fetterbush (*Lyonia lucida*), gallberry (*Ilex grabla*), bracken fern (*Pteridium aquilinum*), cinnamon fern (*Osmunda cinnamomea*), swamp fern (*Blechnum serrulatum*), sword fern (*Nephrolepis exaltata*), Virginia chain fern (*Woodwardia virginica*), poison ivy (*Toxicodendron radicans*), Greenbrier (*Smilax* spp.), wild azalea (*Rhododendron viscosum*), Carolina redroot (*Lachnanthes caroliana*), coinwort (*Centella asiatica*), pennywort (*Hydrocotyle umbellata*), maidencane (*Panicum hemitomon*), spike rush (*Eleocharis baldwinii*), soft rush (*Juncus effusus*), sedges (*Carex* & *Cyperus* spp.), crab grass (*Digitaria* spp.), broomsedge (*Andropogon virginicus*), beakrush (*Rhynchospora* spp.), Mexican primrose willow (*Ludwigia octovalvis*), cattail (*Typha* spp.), pickerelweed (*Pontedaria cordata*), duck potato (*Sagittaria*



lancifolia), water lily (*Nymphaea odorata*), duckweed (*Lemna minor*), umbrella grass (*Fuirena squarrosa*), button bush (*Cephalanthus occidentalis*), and elderberry (*Sambucus canadensis*). Coverage of desirable native species by wetland and FACW vegetation was approximately 95% during this monitoring event.

Coverage of category I and II exotic species identified include Peruvian primrose willow (*Ludwigia peruviana*), caesarweed (*Urena lobata*) and torpedo grass (*Panicum repens*). Coverage of exotic vegetation was approximately 2% occurring scattered through-out the wetland and upland preservation areas. Nuisance plant species consist of cattail (*Typha* spp.), muscadine grapevine (*Vitis rotundifolia*), dogfennel (*Eupatorium capillifolium*), and bahiagrass (*Paspalum notatum*) located within the upland at approximately 3% areal coverage.

After a very dry season last year, water levels are still somewhat low. Now less of the area has surface water but the soil has remained moist or saturated. Hydrology is adequate for the wetland areas. Conservation Area signs are in place. As of this report, last maintenance event on record was performed on December 16, 2022. This project continues to be in compliance at this time.

WILDLIFE UTILIZATION

The Serenoa Roadway site was evaluated to determine the wildlife species currently utilizing the area. The following is a list of those species present during the monitoring events and includes any direct and indirect (i.e. tracks, burrows, vocalizations, etc.) observations made.

Reptiles and Amphibians

American alligator (*Alligator mississippiensis*)
American bullfrog (*Lithobates catesbeianus*)
black racer (*Coluber constrictor*)
brown anole (*Norops sagrei*)
common cooter (*Pseudemys floridana*)
southern leopard frog (*Lithobates sphenoccephalus*)
water moccasin (*Agkistrodon piscivorus*)
yellow-bellied slider (*Trachemys scripta*)

Birds

Cattle Egret (*Bubulus ibis*)
Common Grackle (*Quiscalus quiscula*)
Double-crested Cormorant (*Phalacrocorax auritus*)
Florida Sandhill Crane (*Antigone canadensis pratensis*)
Great Blue Heron (*Ardea herodias*)
Mallard (*Anas platyrhynchos*)



Birds (Continued)

Green heron (*Butorides virescens*)
Little blue heron (*Egretta caerulea*)
Mourning dove (*Zenaida macroura*)
Northern Mockingbird (*Mimus polyglottos*)
Red-shouldered Hawk (*Buteo lineatus*)
Sandhill crane (*Antigone canadensis*)
Swallow-tailed kite (*Elanoides forficatus*)
Turkey Vulture (*Cathartes aura*)
White Ibis (*Eudocimus albus*)

Mammals

eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasybus novemcinctus*)
raccoon (*Procyon lotor*)
Virginia opossum (*Didelphis virginiana*)
white-tailed deer (*Odocoileus virginianus*)
wild pig (*Sus scrofa*)

SUMMARY

The Serenoa Roadway wetland preservation areas were monitored on November 15, 2022 and February 21, 2023, for the 5th annual monitoring period. Coverage of desirable native species has remained above 95% within the wetland preservation areas during the 5th annual monitoring period. Coverage of the exotic vegetation is less than 2% occurring mostly within the transition areas between wetland and upland, and edges of ponds. Nuisance plant species account for less than 3% areal coverage. Maintenance events will continue on an as needed basis in perpetuity. Water levels encountered within the preservation areas range from dry to approximately 12 inches deep in the canals and lower elevation areas. Water conditions were consistent with historic norms and seasonal variations for this time of year and for this part of Florida.

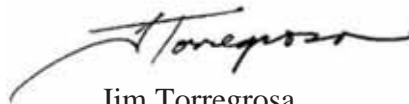
Maintenance events will continue on an as needed basis after sign-off from the monitoring aspect of the permit, with the goal of each maintenance event to eliminate all nuisance and exotic species. The mitigation areas continue to be in compliance at this time.



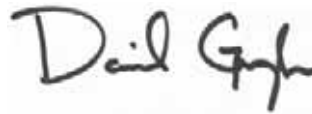
REQUEST FOR SIGN-OFF

At this time BTC is requesting sign-off from the monitoring and reporting requirements of the SJRWMD Permit No. 135777-15 for the Serenoa Roadway Project Site. This site has consistently been in compliance since the baseline monitoring event. This is the 5th annual and final monitoring report. If you have any questions, concerns, or require any additional information, please contact our office at (407) 894-5969. Thank you.

Sincerely,



Jim Torregrosa
Field Biologist




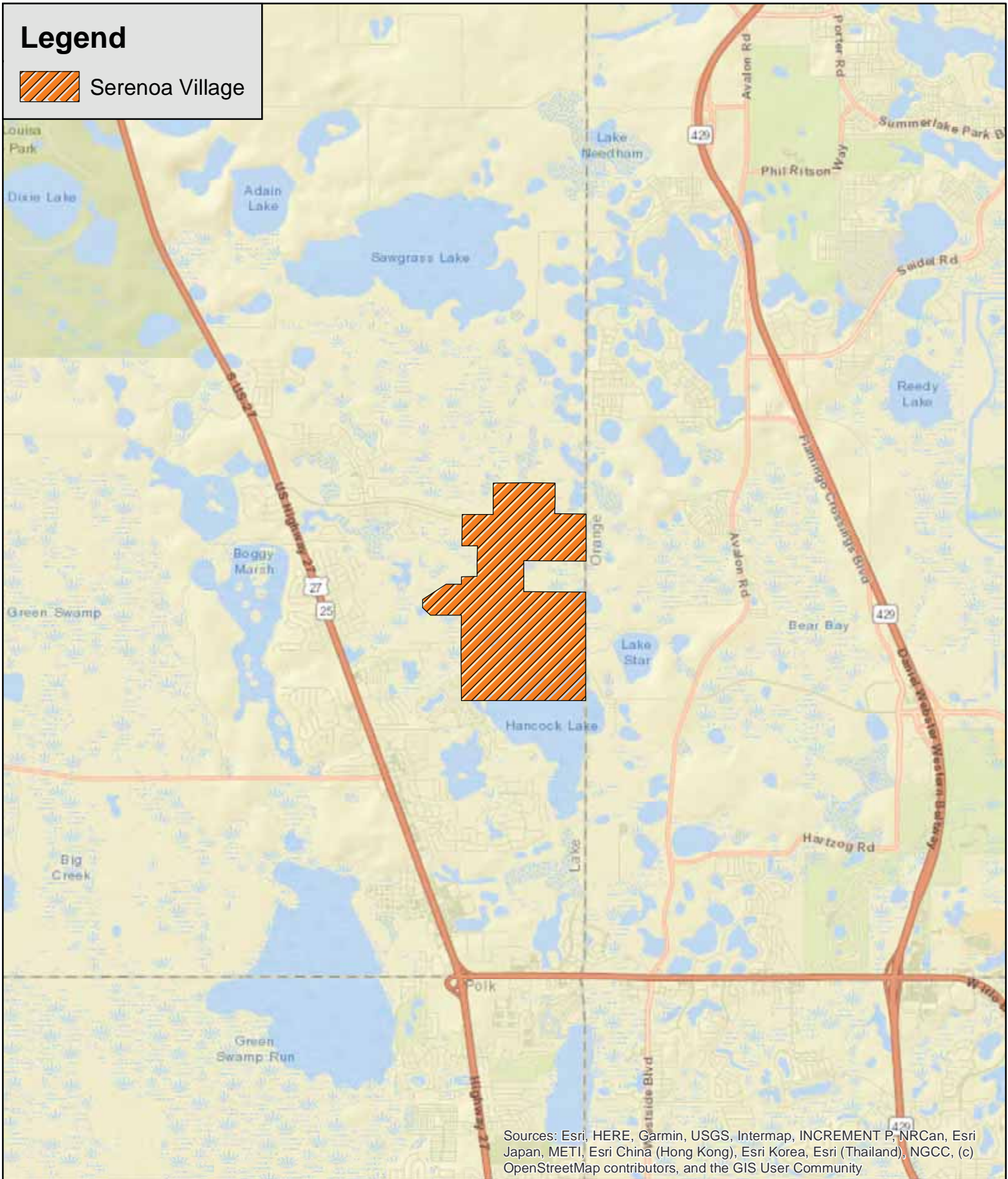
Danny Gough
Project Manager

Attachments





Legend

 Serenoa Village



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Legend

-  Serenoa Roadway
-  Serenoa Village



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Serenoa Roadway Site
 Lake County, Florida
 Figure 3
 Mitigation Monitoring Map

2

1,000
 Feet
 Project #: 588-12
 Produced By: C
 Date: 6/24/2021

APPENDIX A


Serenoa Roadway

5th Annual Monitoring Photographs

November 2022 & February 2023



General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: North		
Photo # 0856	Date of Photograph: 11/15/2022	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: East		
Photo # 0857	Date of Photograph: 11/15/2022	




General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: South		
Photo # 0858	Date of Photograph: 11/15/2022	


General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: West		
Photo # 0859	Date of Photograph: 11/15/2022	




General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: North		
Photo # 0865	Date of Photograph: 11/15/2022	

General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: East		
Photo # 0866	Date of Photograph: 11/15/2022	



<p>General ID: Conservation Area #2</p> <p>Notes: Station A</p> <p>Cardinal Direction: South</p>		
<p>Photo # 0867</p>	<p>Date of Photograph: 11/15/2022</p>	

<p>General ID: Conservation Area #2</p> <p>Notes: Station A</p> <p>Cardinal Direction: West</p>		
<p>Photo # 0868</p>	<p>Date of Photograph: 11/15/2022</p>	



General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: North		
Photo # 0870	Date of Photograph: 11/15/2022	

General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: East		
Photo # 0871	Date of Photograph: 11/15/2022	



General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: South		
Photo # 0872	Date of Photograph: 11/15/2022	

General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: West		
Photo # 0873	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
North



Photo #	Date of Photograph:
0905	11/15/2022

General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
East



Photo #	Date of Photograph:
0906	11/15/2022



General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
South



Photo #	Date of Photograph:
0907	11/15/2022

General ID:
Conservation Area #3

Notes:
Station A


Cardinal Direction:
West



Photo #	Date of Photograph:
0908	11/15/2022



General ID: Conservation Area #3		
Notes: Station B		
Cardinal Direction: North		
Photo # 0921	Date of Photograph: 11/15/2022	

General ID: Conservation Area #3		
Notes: Station B		
Cardinal Direction: East		
Photo # 0922	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #3

Notes:
Station B

Cardinal Direction:
South



Photo #
0923

Date of Photograph:
11/15/2022

General ID:
Conservation Area #3

Notes:
Station B

Cardinal Direction:
West




Photo #
0924

Date of Photograph:
11/15/2022



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: North		
Photo # 0928	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: East		
Photo # 0929	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: South		
Photo # 0930	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: West		
Photo # 0931	Date of Photograph: 11/15/2022	




General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: North		
Photo # 0935	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: East		
Photo # 0936	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: South		
Photo # 0937	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: West		
Photo # 0938	Date of Photograph: 11/15/2022	




General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: North		
Photo # 0942	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: East		
Photo # 0943	Date of Photograph: 11/15/2022	



General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: South		
Photo # 0944	Date of Photograph: 11/15/2022	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: West		
Photo # 0946	Date of Photograph: 11/15/2022	



General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: North		
Photo # 0948	Date of Photograph: 11/15/2022	

General ID: Conservation Area #5		
Notes: Station A		
Cardinal Direction: East		
Photo # 0949	Date of Photograph: 11/15/2022	



General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
South



Photo #
0950

Date of Photograph:
11/15/2022

General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
West




Photo #
0951

Date of Photograph:
11/15/2022



<p>General ID: Conservation Area #6</p> <p>Notes: Station A</p> <p>Cardinal Direction: North</p>		
<p>Photo # 0896</p>	<p>Date of Photograph: 11/15/2022</p>	

<p>General ID: Conservation Area #6</p> <p>Notes: Station A</p> <p>Cardinal Direction: East</p>		
<p>Photo # 0897</p>	<p>Date of Photograph: 11/15/2022</p>	



General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: South		
Photo # 0898	Date of Photograph: 11/15/2022	


General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: West		
Photo # 0899	Date of Photograph: 11/15/2022	



General ID: Conservation Area #6		
Notes: Station B		
Cardinal Direction: North		
Photo # 0884	Date of Photograph: 11/15/2022	

General ID: Conservation Area #6		
Notes: Station B		
Cardinal Direction: East		
Photo # 0885	Date of Photograph: 11/15/2022	



<p>General ID: Conservation Area #6</p> <p>Notes: Station B</p> <p>Cardinal Direction: South</p>		
<p>Photo # 0886</p>	<p>Date of Photograph: 11/15/2022</p>	

<p>General ID: Conservation Area #6</p> <p>Notes: Station B</p> <p>Cardinal Direction: West</p>		
<p>Photo # 0887</p>	<p>Date of Photograph: 11/15/2022</p>	



General ID:
Conservation Area #6

Notes:
Station C

Cardinal Direction:
North



Photo #	Date of Photograph:
0877	11/15/2022

General ID:
Conservation Area #6

Notes:
Station C

Cardinal Direction:
East



Photo #	Date of Photograph:
0878	11/15/2022



General ID:
Conservation Area #6

Notes:
Station C

Cardinal Direction:
South



Photo #	Date of Photograph:
0879	11/15/2022

General ID:
Conservation Area #6

Notes:
Station C

Cardinal Direction:
West



Photo #	Date of Photograph:
0880	11/15/2022



General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: North		
Photo # 2185	Date of Photograph: 2/21/2023	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: East		
Photo # 2186	Date of Photograph: 2/21/2023	




General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: South		
Photo # 2187	Date of Photograph: 2/21/2023	

General ID: Conservation Area #1		
Notes: Station A		
Cardinal Direction: West		
Photo # 2188	Date of Photograph: 2/21/2023	



General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: North		
Photo # 2193	Date of Photograph: 2/21/2023	

General ID: Conservation Area #2		
Notes: Station A		
Cardinal Direction: East		
Photo # 2194	Date of Photograph: 2/21/2023	



General ID:
Conservation Area #2

Notes:
Station A

Cardinal Direction:
South



Photo #	Date of Photograph:
2195	2/21/2023

General ID:
Conservation Area #2

Notes:
Station A


Cardinal Direction:
West



Photo #	Date of Photograph:
2196	2/21/2023



General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: North		
Photo # 2270	Date of Photograph: 2/21/2023	


General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: East		
Photo # 2271	Date of Photograph: 2/21/2023	




General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: South		
Photo # 2272	Date of Photograph: 2/21/2023	

General ID: Conservation Area #2		
Notes: Station B		
Cardinal Direction: West		
Photo # 2273	Date of Photograph: 2/21/2023	



General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: North		
Photo # 2200	Date of Photograph: 2/21/2023	

General ID: Conservation Area #3		
Notes: Station A		
Cardinal Direction: East		
Photo # 2201	Date of Photograph: 2/21/2023	



General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
South



Photo #	Date of Photograph:
2202	2/21/2023

General ID:
Conservation Area #3

Notes:
Station A

Cardinal Direction:
West



Photo #	Date of Photograph:
2203	2/21/2023




General ID: Conservation Area #3		
Notes: Station B		
Cardinal Direction: North		
Photo # 2207	Date of Photograph: 2/21/2023	

General ID: Conservation Area #3		
Notes: Station B		
Cardinal Direction: East		
Photo # 2208	Date of Photograph: 2/21/2023	




<p>General ID: Conservation Area #3</p> <p>Notes: Station B</p> <p>Cardinal Direction: South</p>		
<p>Photo # 2209</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #3</p> <p>Notes: Station B</p> <p>Cardinal Direction: West</p>		
<p>Photo # 2210</p>	<p>Date of Photograph: 2/21/2023</p>	




<p>General ID: Conservation Area #4</p> <p>Notes: Station A</p> <p>Cardinal Direction: North</p>		
<p>Photo # 2213</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #4</p> <p>Notes: Station A</p> <p>Cardinal Direction: East</p>		
<p>Photo # 2214</p>	<p>Date of Photograph: 2/21/2023</p>	



General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: South		
Photo # 2215	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station A		
Cardinal Direction: West		
Photo # 2216	Date of Photograph: 11/15/2022	



<p>General ID: Conservation Area #4</p> <p>Notes: Station B</p> <p>Cardinal Direction: North</p>		
<p>Photo # 2220</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #4</p> <p>Notes: Station B</p> <p>Cardinal Direction: East</p>		
<p>Photo # 2221</p>	<p>Date of Photograph: 2/21/2023</p>	



General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: South		
Photo # 2222	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station B		
Cardinal Direction: West		
Photo # 2223	Date of Photograph: 2/21/2023	




<p>General ID: Conservation Area #4</p> <p>Notes: Station C</p> <p>Cardinal Direction: North</p>		
<p>Photo # 2228</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #4</p> <p>Notes: Station C</p> <p>Cardinal Direction: East</p>		
<p>Photo # 2229</p>	<p>Date of Photograph: 2/21/2023</p>	



General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: South		
Photo # 2230	Date of Photograph: 2/21/2023	

General ID: Conservation Area #4		
Notes: Station C		
Cardinal Direction: West		
Photo # 2231	Date of Photograph: 2/21/2023	



<p>General ID: Conservation Area #5</p> <p>Notes: Station A</p> <p>Cardinal Direction: North</p>		
<p>Photo # 2235</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #5</p> <p>Notes: Station A</p> <p>Cardinal Direction: East</p>		
<p>Photo # 2236</p>	<p>Date of Photograph: 2/21/2023</p>	



General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
South



Photo #
2237

Date of Photograph:
2/21/2023

General ID:
Conservation Area #5

Notes:
Station A

Cardinal Direction:
West



Photo #
0951

Date of Photograph:
2/21/2023




General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: North		
Photo # 2242	Date of Photograph: 2/21/2023	


General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: East		
Photo # 2243	Date of Photograph: 2/21/2023	




General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: South		
Photo # 2244	Date of Photograph: 2/21/2023	

General ID: Conservation Area #6		
Notes: Station A		
Cardinal Direction: West		
Photo # 2245	Date of Photograph: 2/21/2023	




General ID: Conservation Area #6		
Notes: Station B		
Cardinal Direction: North		
Photo # 2249	Date of Photograph: 2/21/2023	

General ID: Conservation Area #6		
Notes: Station B		
Cardinal Direction: East		
Photo # 2250	Date of Photograph: 2/21/2023	



<p>General ID: Conservation Area #6</p> <p>Notes: Station B</p> <p>Cardinal Direction: South</p>		
<p>Photo # 2251</p>	<p>Date of Photograph: 2/21/2023</p>	

<p>General ID: Conservation Area #6</p> <p>Notes: Station B</p> <p>Cardinal Direction: West</p>		
<p>Photo # 2252</p>	<p>Date of Photograph: 2/21/2023</p>	



General ID: Conservation Area #6		
Notes: Station C		
Cardinal Direction: North		
Photo # 2263	Date of Photograph: 2/21/2023	

General ID: Conservation Area #6		
Notes: Station C		
Cardinal Direction: East		
Photo # 2264	Date of Photograph: 2/21/2023	



General ID: Conservation Area #6		
Notes: Station C		
Cardinal Direction: South		
Photo # 2265	Date of Photograph: 2/21/2023	


General ID: Conservation Area #6		
Notes: Station C		
Cardinal Direction: West		
Photo # 2266	Date of Photograph: 2/21/2023	



EXHIBIT 11



RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING A SECRETARY OF THE DISTRICT BOARD OF SUPERVISORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to appoint and remove a Secretary the District Board of Supervisors.

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

SECTION 1. Kyle Darin is appointed Secretary of the District’s Board of Supervisors.

SECTION 2. The previously appointed Secretary is hereby removed.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 25TH DAY OF MAY, 2023.

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors



EXHIBIT 12



AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o DPGF Management & Consulting, LLC, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

CARDNO, INC., a Delaware corporation authorized to do business in Florida, with a mailing address of 8310 South Valley Highway, Suite 300, Englewood, Florida 80112 (“**Engineer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the Board of County Commissioners in and for Lake County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (“**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering services including but not limited to construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.



NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

1. SCOPE OF SERVICES.

- a. The Engineer will provide general engineering services, including:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.
- b. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - i. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

2. REPRESENTATIONS. The Engineer hereby represents to the District that:

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.



- c. It shall perform said services in accordance with generally accepted professional standards normally provided in the performance of the services at the time and the location in which the services were performed (Standard of Care).
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

3. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized (“**Work Authorization**”). Authorization of services or projects under the contract shall be at the sole option of the District. Work Authorization No. 1 attached hereto is hereby approved.

4. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

5. REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for



securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

- b. Expense of reproduction, postage and handling of drawings and specifications.

6. TERM OF CONTRACT. It is understood and agreed that this Agreement is for engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

7. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

8. BOOKS AND RECORDS. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder (or such longer period to the extent required by Florida's public records retention laws). The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer. Notwithstanding the foregoing, District's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

9. OWNERSHIP OF DOCUMENTS.

- a. Upon payment of all the monies owed to the Engineer, all rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire. The District agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the Work Product by District.
- b. The Engineer shall deliver all Work Product to the District upon completion thereof and upon payment of all the monies owed to the Engineer, unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder and upon payment of all the monies owed to the Engineer, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent.



Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- c. Upon full payment of all the monies owed to the Engineer, the District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work upon payment of all the monies paid to the Engineer. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs. The District agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the Work Product by District.

Engineer cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files").

10. ACCOUNTING RECORDS. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. Notwithstanding the foregoing, District's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

11. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer and the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use by the District, in the event Engineer does not consent to such use. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.



12. COST ESTIMATES. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

13. INSURANCE. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers’ Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, and at the District’s option, maintain the insurance during the term of this Agreement and for at least five years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.



If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

14. CONTINGENT FEE. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15. AUDIT. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement. Notwithstanding the foregoing, District's right to inspect, copy and audit shall not extend to the composition of Engineer's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

16. INDEMNIFICATION. Engineer agrees to indemnify, and hold the District and the District's officers and employees wholly harmless (but not defend) from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. To the extent a limitation on liability is required by Section 725.06, *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars and Engineer shall carry, at his own expense, insurance in a company to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents.

17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



18. SOVEREIGN IMMUNITY. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

19. PUBLIC RECORDS. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, LKRAUSE@DPFGMC.COM, OR 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

20. EMPLOYMENT VERIFICATION. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.



21. CONFLICTS OF INTEREST. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

22. SUBCONTRACTORS. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all negligent acts or omissions of any subcontractors.

23. INDEPENDENT CONTRACTOR. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

24. ASSIGNMENT. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

25. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

26. CONTROLLING LAW. The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Lake County, Florida.

27. TERMINATION. Either party may terminate this Agreement for cause immediately upon written notice to the other party. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event



of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

28. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees at all judicial levels.

29. 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 of the parties hereto and formally approved by the Board.

30. AGREEMENT. This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

31. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and 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 Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

32. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

33. E-VERIFY. The Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Engineer has knowingly violated Section 448.091, *Florida Statutes*. By entering into this



Agreement, the Engineer represents that no public employer has terminated a contract with the Engineer under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

34. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

35. LIMITATION OF LIABILITY AND MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. The total amount of all claims the District may have against the Engineer under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the insurance limits set forth in Section 13. As the District's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Engineer and not against any of the Engineer's employees, officers or directors.

Neither District nor Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services under this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

[CONTINUED ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chair, Board of Supervisors

CARDNO, INC.

Witness

By: _____
Its: _____



EXHIBIT A

HOURLY FEE SCHEDULE



_____, 2023

Avalon Groves Community Development District
Lake County, Florida

Subject: **Work Authorization Number 1**
Avalon Groves Community Development District

Dear Chairman, Board of Supervisors:

Cardno, Inc. (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Avalon Groves Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated _____, 2023 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including, but not limited to, attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District’s Project and all Future Projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Sincerely,

**AVALON GROVES COMMUNITY DEVELOPMENT
DISTRICT**

CARDNO, INC.

By: _____

By: _____

Authorized Representative

Date: _____

Date: _____



EXHIBIT 13



PROJECT MANUAL
FOR
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

2023



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**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
REQUEST FOR PROPOSALS
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
Lake County, Florida**

Notice is hereby given that the Avalon Groves Community Development District (“**District**”) will accept proposals from qualified firms (“**Proposers**”) interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained by sending an email to kdarin@vestapropertyservices.com.

There will be a **mandatory pre-proposal on-site meeting** on _____, 2023 at 10:00 a.m. (EST) at _____ . In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, and hold all required state and federal licenses in good standing; and (2) have at least five (5) years of experience with landscape maintenance projects. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) written proposal AND a PDF file on a flash-drive no later than _____, 2023 at 2:00 p.m. (EST) at c/o Vesta Property Services Inc., 250 International Parkway, Suite 208, Lake Mary, Florida 32746 Attention: Kyle Darin. Additionally, as further described in the Project Manual, each Proposer shall supply a proposal bond or cashier’s check in the amount of \$25,000 with its proposal. Proposals shall be submitted in a sealed package that shall bear “RESPONSE TO REQUEST FOR PROPOSALS (Avalon Groves Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at the time and date stipulated above; those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after issuance of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District’s Rules of Procedure, which are available from the District Manager, c/o Vesta Property Services Inc. 250 International Parkway, Suite 208, Lake Mary, Florida 32746 Attention: Kyle Darin (321) 263-0132.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Jere Earlywine at jere.earlywine@kutakrock.com, Katie Ibarra at katie.ibarra@kutakrock.com and with a further copy to Kyle Darin at kdarin@vestapropertyservices.com.

Avalon Groves
Community Development District
Kyle Darin, District Manager



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Lake County, Florida

Instructions to Proposers

1. DUE DATE. One (1) written sealed proposal (“**Proposals**”) with a PDF file on a flash-drive must be received by interested parties (“**Proposer**”) no later than _____, 2023 at 2:00 p.m. (EST) at the offices of Vesta Property Services Inc., 250 International Parkway, Suite 208, Lake Mary, Florida 32746 Attention: Kyle Darin. Unless certain circumstances exist where a public opening is unwarranted, proposals will be publicly opened at that time. Proposals received after the time and date stipulated above will not be considered.

2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE	EVENT
_____, 2023	RFP Notice is issued.
_____, 2023	RFP package available for download.
_____, 2023 at 10:00 AM (EST)	Mandatory on-site meeting. [LOCATION]
_____, 2023 at 2:00 PM (EST)	Deadline for questions.
_____, 2023 at 2:00 PM (EST)	Proposals submittal deadline.
_____, 2023 at 4:00 PM (EST)	Bid opening.

3. PRE-PROPOSAL MEETING. [RESERVED.]

4. SIGNATURE ON PROPOSAL. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his authority to do so.

5. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier’s check in the amount of Twenty-Five Thousand Dollars (\$25,000) with its Proposal (“**Proposal Guarantee**”). The Proposal Guarantee shall be held until the time of award of contract – but not to exceed ninety (90) days from the submittal deadline – at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.

6. FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining



to the work and thereby provide for the satisfactory landscape maintenance thereof. The Proposer agrees to accept the site in an “as is” condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors. **IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.**

7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District’s operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

8. PROJECT MANUAL. The “Project Manual,” and any addenda thereto, will be available from the District Manager’s office by sending an email to kdarin@vestapropertyservices.com.

9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Jere Earlywine at jere.earlywine@kutakrock.com, Katie Ibarra at katie.ibarra@kutakrock.com and with a further copy to kdarin@vestapropertyservices.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties. Questions received after _____, 2023 at 2:00 PM (EST) will not be answered. Answers to all questions will be provided to all Proposers by e-mail. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

12. SUBMISSION OF PROPOSAL. Submit one (1) written proposal & one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a



notation "RESPONSE TO REQUEST FOR PROPOSALS (Avalon Groves Community Development District – Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.

14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in the Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

15. PROPOSAL INFORMATION. All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its four parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services (forms attached).
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- F. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein.
- G. Completed proposal pricing. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings



by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors.

16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating that the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.

18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

19. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor ("**Contractor**") will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals. The District reserves the right to award by items, groups of items, or total proposal.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; and (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor. All other requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs



and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the agreement form, provided herein.

22. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

23. EVALUATION OF PROPOSALS. The proposals shall be ranked based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. The Board shall review and evaluate the Proposals in their individual discretion, based on information within the proposals, from reference checks, from staff recommendations, and from any other information available, and shall make any final determination with respect to the award of a final contract that is in the best interests of the District. Chapter 112, Florida Statutes, will govern any voting conflicts of interest, and as such a voting conflict of interest may arise solely where there is a personal financial interest relating to the contract award.

Proposals may be held by the District for a period not to exceed ninety (90) days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

24. COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

26. PRICING. Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

27. REFERENCE TERMS. Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.



28. ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

29. PROTESTS. Any protest relating to the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of the Project Manual (**i.e., by no later than _____, 2023 5:00 PM (EST)**), and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. Such protests must be filed at: **Vesta Property Services Inc., 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Attention: Kyle Darin.** A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest relating to the aforesaid Project Manual.

Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount equal to twenty percent (20%) of the anticipated total contract award (including the initial one year term of the contract and all renewal terms) that is the subject of the protest. If the protest relates to the Project Manual, or a decision to reject all proposals, the protest bond shall be in the amount of One Hundred Thousand Dollars (\$100,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event that the protest is settled, the protest bond may be applied as set forth in the settlement agreement. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.



**AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS
LANDSCAPE MAINTENANCE SERVICES**

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (20 Points Possible) (____ Points Awarded)

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.



EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20). $(210,000/265,000) \times 20 = 15.85$, therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20). $(210,000/425,000) \times 20 = 9.88$, therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

END



AFFIDAVIT REGARDING PROPOSAL

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Avalon Groves Community Development District’s (“District”) request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual’s Table of Contents, as well as the receipt of the following Addendum No.’s: _____.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (**i.e., by no later than _____, 2023 at 5:00 PM (EST)**), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this _____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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



PROPOSAL FORM
PART I – GENERAL INFORMATION

- *Proposer General Information:*

Proposer Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____



- *Company Standing:*

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- *What are the Proposer's current insurance limits?*

General Liability \$ _____

Automobile Liability \$ _____

Workers Compensation \$ _____

Expiration Date _____

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:



PROPOSAL FORM
PART II – PERSONNEL AND EQUIPMENT

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

_____ Supervisors, who will be onsite ___ days per week;
_____ Technical personnel, who will be onsite ___ days per ____; and
_____ Laborers, who will be onsite ___ days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes ___ No ___ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: _____

Position / Certifications: _____

Duties / Responsibilities: _____

% of Time to Be Dedicated to This Project: _____%

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____



Duties / Responsibilities: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____



Dates Serviced: _____

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*

- *Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.*



OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE



**COMPANY OWNED MAJOR EQUIPMENT
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: _____

DATE: _____

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS



PROPOSAL FORM
PART III – EXPERIENCE

- *Has the Proposer performed work for a community development district previously? Yes ___ No ___
If yes, please provide the following information for each project (attach additional sheets if necessary):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2022 = _____

2021 = _____

2020 = _____



- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____



- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____



- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____



- *(Information regarding similar projects – continued)*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

How was the project similar to this project? _____

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): _____

List of equipment used on site: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____



- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes _____ No _____ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Reason for Termination: _____



- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___*

If yes, please describe each violation, fine, and resolution _____

What is the Proposer's current worker compensation rating? _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes ___ No ___ If yes, please provide:*

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*



- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*



**PROPOSAL FORM
PART IV PRICING**

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance \$ _____ Yr

PART 2

Fertilization (All labor and materials) \$ _____ Yr
(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ZOYSIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION



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CELEBRATION BERMUDA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION



--	--	--	--	--

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ _____ Yr
(If entire pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.



OTC Injections will be performed at the discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ _____/Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)

The District reserves the right to subcontract out any and all OTC Injection events.

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ _____ / Yr

Top Choice application will be performed at the sole discretion of the District's BOS
(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)

\$ _____/Yr



PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the first top-dressing at
\$ _____/CY (October Application)

And

_____ CY Grade "A" Medium Pine Bark Mulch per specs for the second top-dressing at
\$ _____/CY (April Application)

**Installation of Grade "A" Medium Pine Bark Mulch \$ _____/Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)**

Each top-dressing shall leave all beds with a depth of 3" after compaction

The District reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install _____ (4") annuals four (4) times per year **per specs** at the direction of the District at \$ _____/annual.

\$ _____/rotation

\$ _____/Yr (based on four (4) rotations) **(Do not include in Grand Total)**

The District reserves the right to subcontract any annual installation to an outside vendor

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ _____/Yr

FIRST ANNUAL RENEWAL \$ _____/Yr*

SECOND ANNUAL RENEWAL \$ _____/Yr*

THIRD ANNUAL RENEWAL \$ _____/Yr*

***Unless prices are to remain the same throughout the initial contract term and each of the three possible annual renewal periods, the Proposer must supply a complete pricing form for each of the three possible annual renewal periods.**

IN THE EVENT THAT THE SITE IS NOT TO INDUSTRY STANDARD CONDITIONS, THE PROPOSER SHALL SUBMIT AS PART OF ITS PROPOSAL, A LIST OF ITEMS AND PROPOSED PRICING FOR BRINGING THE SITE UP TO INDUSTRY STANDARD CONDITIONS. OTHERWISE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SITE AND SHALL MAINTAIN THE SITE IN A CONDITION CONSISTENT WITH INDUSTRY STANDARDS AND AT THE LUMP SUM PRICING SET FORTH IN THE PROPOSAL.



**LANDSCAPE AND IRRIGATION MAINTENANCE
RATES FOR ADDITIONAL SERVICES**

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

- A. Mowers w/operator \$ _____ Hour
- B. Bush-Hog w/operator \$ _____ Hour
- C. Tractor w/operator \$ _____ Hour
- D. Supervisor with Transportation \$ _____ Hour
- E. Laborer with hand equipment \$ _____ Hour
- F. Truck w/driver \$ _____ Hour
- G. Irrigation Tech \$ _____ Hour
- H. Granular Pesticide Applicator
Person with Drop Spreader \$ _____ Hour
- I. Liquid Pesticide Applicator
Person with Spray Truck \$ _____ Hour
- J. Granular Fertilizer Applicator
Person with Drop Applicator \$ _____ Hour
- K. Liquid Fertilizer Applicator
Person with Spray Truck \$ _____ Hour
- L. Granular Weed Control Applicator
Person with Drop Applicator \$ _____ Hour
- M. Liquid Weed Control Applicator
Person with Spray Truck \$ _____ Hour
- N. Laborer for Additional Trash Pick-Up \$ _____ Hour
- O. Lump Sum Mowing (), entire community \$ _____ Per Mow



EMERGENCY CLEAN-UP SERVICES

In the event of a declared emergency or disaster, the following services shall be provided on a time and materials basis, at the rates (which include all costs including but not limited to overhead and profit) set forth below:

A. Debris removal personnel unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

B. Debris removal equipment unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

C. Other emergency/disaster related unit costs:

_____ \$ _____ per Hour
_____ \$ _____ per Hour
_____ \$ _____ per Hour

Costs for equipment and personnel are only payable for when the equipment and personnel are operating. No stand-by time is eligible for payment. Disaster recovery assistance services shall not exceed 70 hours for each declared emergency or disaster. Contractor shall maintain and supply District all necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state or federal agencies. The District reserves the right to contract with an outside vendor for any or all emergency clean-up services.



Under penalties of perjury under the laws of the State of Florida, I represent that I have authority to sign this Proposal Form (including Parts I through IV) on behalf of _____ (“Proposer”) and declare that I have read the foregoing Proposal Form (including Parts I through IV) and that all of the questions are fully and completely answered, and all of the information provided is true and correct.

Dated this _____ day of _____, 2023.

Proposer: _____
By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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



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

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

1. This sworn statement is submitted to Avalon Groves Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is _____

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

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or,
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

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

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



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

Dated this _____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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



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

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

1. This sworn statement is submitted to Avalon Groves Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement :)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this _____ day of _____, 2023.

Proposer: _____

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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



LANDSCAPE & IRRIGATION SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between:

Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Lake County, Florida, and having offices at c/o Vest District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“District”); and

_____, a _____, whose address is _____ (“Contractor,” and collectively with the District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a “Project Manual,” and determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District



contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives 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 Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Kyle Darin to act as the District Representative. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.



If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District then within three (3) days and prior to submitting any invoices to the District. If Contractor does not respond or take action within the specified time period, and without limiting the District's remedies in any way, the District shall have the rights to, among other remedies available at law or in equity: fine Contractor One Hundred Dollars (\$100) per day through a reduction in the compensation; to withhold some or all of Contractor's payments under this Agreement; and to contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the District Representative of Contractor's Services is not intended to mean that the District shall underwrite, guarantee, or ensure that the Services is properly done by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin _____, 2023, and end September 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be eligible for three (3) annual renewals with the same terms set forth herein, in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor _____ (\$ _____) per year, in monthly amounts of _____ (\$ _____). Such compensation covers only the items specified in Parts 1, 2, 3 and 4 of the Contractor's Proposal Form – Part IV – Pricing ("Contract Amount"). Additionally, for the services specified in Parts 5 and 6 of the Contractor's Proposal Form – Part IV – Pricing, attached hereto as **EXHIBIT B**, and only after applying the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to Section 7.d. below for such actual services rendered using the pricing specified in the Contractor's Proposal Form – Part IV – Pricing. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("ASO"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a



payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of **EXHIBIT B**). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. *Payments by District.* The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. *Payments by Contractor.* Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.



- ii. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, agents, employees or representatives.
- i. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.



9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its, supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, “**Indemnitees**”) from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by any of the Contractor to perform any of the work. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

10. 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.

11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District’s satisfaction and in the District’s discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.



12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the site is consistent with local community standards and that there are no deficiencies. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation system, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping and/or site conditions were not in good condition.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.



(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. 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.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District 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 District in refraining from so doing; and further, that the failure of the District 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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.



21. **E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*.

22. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

23. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

24. **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.

25. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

26. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, paralegal fees and costs for trial, mediation, or appellate proceedings.

27. **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 Contractor.

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

29. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Avalon Groves
Community Development District
250 International Parkway, Suite 208
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W College Avenue



Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

Attn: _____

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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

30. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

31. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall Lake County, Florida.

32. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Vesta Property Services, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 Contractor 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 Contractor'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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT KDARIN@VESTAPROPERTYSERVICES.COM, OR BY REGULAR MAIL AT 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.

33. **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.

34. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

35. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

- Secretary
- Assistant Secretary

By: _____

- Chairperson
- Vice Chairperson

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing (Part IV of Proposal Form)**
- Exhibit C: Other Forms**
- Exhibit D: Maintenance Map**



EXHIBIT "A"

SCOPE OF SERVICES



SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass (or weeds within turf) be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches, Celebration Bermuda at a height of three quarter (3/4) to one and one quarter (1 ¼) inches & Zoysia at a height of one (1) to one and one half (1 ½) inches. Rotary Mowers are preferred for heights above one (1) inch. Do not remove more than 1/3 of the height of the leaf blade at anyone mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings MUST either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. The mulching kit must be left in the “closed” position at all times, specifically when mowing pond banks and all parks. Additionally, when mowing pond banks, mowers must be used in a counterclockwise direction. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No “extras” will be billed to the District. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of the District’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary, upon prior approval.

Pond Mowing - All ponds identified as such on the overall Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at Bridge entrances water’s edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water’s edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that



trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. Chemical edging shall not be permitted anywhere on property.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. PARK SITES, CLUBHOUSES, PARKING LOTS AND ALL OTHER HIGH TRAFFIC AMENITIES ON THE PROPERTY SHALL BE CLEANED UP IMMEDIATELY AFTER MOWING AND EDGING TAKES PLACE. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on location and species of tree but shall vary according to DOT specs.) All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an as-needed basis. However, during the dormant season, ALL Crape Myrtles shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. The initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of District property. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear



site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance, perhaps due to permanent existing grades, then another solution will need to be proposed and executed. Contractor will also be responsible to keep mulch pulled away from the base of ALL landscape lights at ALL times, not just after a mulching event. This is specific to LED with circuit boards in base.

AREAS WHERE WETLANDS ARE ADJACENT TO TURF AREAS (WHETHER ALONG ROADWAYS OR LAKE BANKS) CONTRACTOR IS RESPONSIBLE TO KEEP ALL WETLAND MATERIAL CUT BACK AT ALL TIMES AND NOT LET THIS MATERIAL REDUCE THE SIZE OF THE TURF AREA.

Palms - All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms.

4) WEEDS AND GRASSES – All groundcover, turf areas, shrub beds & tree rings shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide.

AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION. CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE REPLACEMENT OF ALL TURF DAMAGED BY THE APPLICATION OR OVERSPRAY OF HERBICIDES (SELECTIVE OR NON-SELECTIVE).

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas (including, but not limited to, pool deck pavers, other paver surfaces, sidewalk expansion joints, curb and gutters, curb and gutter expansion joints, bike lane edges along roadways) shall be kept weed & debris free. This may be accomplished by mechanical means



(line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblin expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks.

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours, unless otherwise noted above. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Any fertilizer ordinance in place for Lake County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF LAKE COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
July	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
September	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF



November A complete fertilizer based on soil tests + PreM

All Bahia Sod:

February A complete fertilizer based on soil tests + Pre M
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October A complete fertilizer based on soil tests + Pre M

All Zoysia Sod:

February A complete fertilizer based on soil tests + PreM
April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
September Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
November A complete fertilizer based on soil tests + PreM

All Bermuda Sod:

February A complete fertilizer based on soil tests + PreM
March Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
April SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
May A complete fertilizer based on soil tests
June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July Fe For foliar application, uses ferrous sulfate (2 oz/3-5 gal. H2O/1,000 SF)
September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner, based on soil samples conducted at least annually. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.



SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf - Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinchbugs, grubs, nematodes, fireants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants - The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those



species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor's responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control - Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor shall be responsible to knock down and spread-out soil once mounds are dead.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished landscape areas designated as "District Landscape Area" on the Maintenance Exhibit. These areas are indicated with a dark green color. **UNLESS OTHERWISE DIRECTED, ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER.** This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all of the existing irrigation systems to date (app. 83 zones, 2 controllers, 2 pump stations & 1 well).

These inspections shall include:



A. Irrigation Controllers

1. Semi automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices
6. Ensure the proper operation of each automatic rain shutoff device. If none, provide proposal for the installation to be included in the 30-day irrigation audit.

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities weekly; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety.
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon execution of the Agreement, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of



run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Lake County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Grade "A" Medium Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.



The District reserves the right to subcontract out any and all mulching events.

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately _____ annuals per planting in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered on a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (Jan., April, July, and Oct.)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and monthly slow-release nutritional requirements at no additional cost to District. Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the spring rotation (March) at no additional cost to District, a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. All this shall be provided at no additional cost to the District.

This item will not be included in the contract amount. Contractor shall provide a price per 4" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered. Annuals shall include the following:

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf(Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph's coat or Geraniums



The District reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]



EXHIBIT "B"

PROPOSAL PRICING (PART IV OF PROPOSAL FORM)



EXHIBIT "C"
OTHER FORMS



DAILY WORK JOURNAL

DATE: _____

DESCRIPTION OF WORK PERFORMED TODAY: _____

LOCATIONS: _____

ISSUES REQUIRING ATTENTION: _____

(Please notify District Rep. if any)



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

PEST MANAGEMENT REPORT

DATE: _____

SYMPTOMS: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED MATERIALS REQUIRED FOR TREATMENT: _____

CERTIFIED PESTICIDE APPLICATOR'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)



AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

IRRIGATION REPAIR REQUEST FORM

DATE: _____

DAMAGE: _____

LOCATION: _____

PROBABLE CAUSE OF DAMAGE: _____

ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR REPAIR: _____

IRRIGATION TECHNICIAN'S NAME: _____

REPRESENTATIVE NAME: _____

(THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST)



EXHIBIT "D"
MAINTENANCE MAP

OVERVIEW:

FRONT (MAIN ENTRANCE)

BACK



LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of January, 2019, by and between:

Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o DPFM Management and Consulting, LLC, 250 International Parkway, Suite 280 Lake Mary, Florida 32746 ("**District**"); and

Yellowstone Landscape – Southeast, LLC, a Florida limited liability company, whose mailing address is P.O. Box 849, Bunnell, Florida 32110 (the "**Contractor**," and collectively with the District, the "**Parties**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. **SCOPE OF SERVICES.** The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B ("Work")**. The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain



landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District; shall be in accordance with industry standards, such as USF, IFAS, etc.; and shall be subject to the warranties and covenants set forth at Section 8 herein. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("**District Representatives**"). The District Representatives 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 Contractor's services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Patricia Comings-Thibault to serve as the District Representative(s). The District shall have the right to change the District Representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will complete the visual inspection grade sheet ("**Visual Inspection Grade Sheet**") attached hereto as **Exhibit D**, for deficient items. The District will be responsible for scheduling the monthly inspections, but must have no less than fourteen (14) days' notice if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding anything else to the contrary herein, Contractor is responsible for a weekly inspection of the entire property subject to the Work.



If the District Representatives identify any deficient areas, the Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 19, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

- a. Work under this Agreement shall begin upon full execution of this Agreement and end December 31, 2020 ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, and unless terminated pursuant to the terms of this Agreement, this Agreement shall automatically renew a maximum of three times on the same terms on an annual basis.
- b. As compensation for the Work, the District agrees to pay Contractor the amounts set forth in **EXHIBIT A**. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. **Additional Work.** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Additional Services Order ("**ASO**"). The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT C**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's bid pricing (attached as part of **EXHIBIT A**). Nothing herein shall be construed to require the District to use the Contractor for any



such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

- d. ***Payments by District.*** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District. All payments shall be mailed to:

Yellowstone Landscape – Southeast, LLC
P.O. Box 101017
Atlanta, Georgia 30392-1017

- e. ***Payments by Contractor.*** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material



provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

9. INSURANCE.

- a. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting



from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and shall have limits of at least \$10,000,000 per occurrence and \$10,000,000 on aggregate.
- b. With the exception of the Worker's Compensation insurance, the District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives shall be named additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that such insurance shall be considered primary and non-contributory with respect to the additional insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the additional insureds, and a 30-Day Notice of Cancellation applies in favor of the additional insureds. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII.
- c. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

10. INDEMNIFICATION.

- a. The Contractor shall indemnify, defend, and hold harmless the District, the District's Board of Supervisors, District Staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives.
- b. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.
- c. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultants limitations on liability contained in section 768.28, Florida Statutes or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.



11. **EMERGENCY AND/OR DISASTER SERVICES.** In the event of an emergency or disaster, Contractor shall provide the District the following services on a time and materials basis:

- i. Be fully equipped, committed and prepared to respond before a storm approaches.
- ii. Respond to emergencies initially with a formal report on damage to District property within 72-hours of the event. Identify how they will assess damage, salvage undamaged goods and cleanup following the incident and be ready to dispatch trained, experienced crews and the heavy equipment necessary to clear downed trees, debris on streets, common areas, pathways, etc.
- iii. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive of the hourly rates.
- iv. Hourly rates for equipment apply only when equipment is operating and include all associated costs such as operator, fuel, maintenance and repair.
- v. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- vi. Disaster recovery assistance services shall not exceed a total of seventy (70) hours worked for each emergency and/or disaster.
- vii. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency and/or disaster-related services to support reimbursement by other local, state or federal agencies.
- viii. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to the paragraph.

12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

13. **ACCEPTANCE OF THE SITE.** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly



liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

14. **TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

(a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

(b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

(c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

(d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

(e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

(f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

(g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

(h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order,



required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

16. **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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. 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.

17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District 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 District in refraining from so doing; and further, that the failure of the District 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.

18. **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.

19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.



22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

23. **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.

24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the exhibits attached hereto, this document and the exhibits shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

25. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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, paralegal fees and costs for trial, mediation, or appellate proceedings.

26. **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 Contractor.

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

28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A. If to the District: Avalon Groves Community
Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attn: Patricia Comings-Thibault

With a copy to: Hopping Green & Sams, PA



119 South Monroe Street
Tallahassee, Florida 32314
Attn: Jere Earlywine

B. **If to Contractor:** Yellowstone Landscape – Southeast, LLC
P.O. Box 849
Bunnell, Florida 32110
Attn: _____

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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

29. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Lake County, Florida.

31. **PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement are public records and will be treated as such in accordance with Florida law. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PATRICIA COMINGS-THIBAUT, C/O DPGF MANAGEMENT AND CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, (321) 263-0132 x4205

32. **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.



33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

34. **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.

[THIS SPACE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**AVALON GROVES
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

By: _____
Its: _____

Date: _____

ATTEST:

**YELLOWSTONE LANDSCAPE – SOUTHEAST,
LLC**

(D/B/A YELLOWSTONE LANDSCAPE)

(D/B/A AUSTIN OUTDOOR)

By: _____
Its: _____

By: _____
Its: _____

Date: _____

- Exhibit A: Proposal / Scope of Services
- Exhibit B: Landscape Maintenance Areas Exhibit
- Exhibit C: Additional Services Order
- Exhibit D: Visual Grade Sheet



**EXHIBIT A
PROPOSAL/SCOPE OF SERVICES**

Compensation Schedule		
Area	Price (no mulch)	Price (mulch included)
Serona Blvd.	\$4,580.00 monthly	\$5,611.25 monthly
Ponds Phase 1A	\$2,985.00 monthly	\$2,985.00 monthly
Villages Entrances 1 and 2	\$1,080.00 monthly	\$1,305.00 monthly
Parks, Ponds, and Buffers Phase 1B	\$3,115.00 monthly	\$3,396.25 monthly
Total (monthly)	\$11,760.00	\$13,297.50
Total (annual)	\$141,120.00	\$159,570.00





Avalon Groves CDD-Serenoa Blvd
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing <i>Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal 42 mows per year, 12 prunings per year</i>	\$43,358.00
IPM - Fertilization & Pest Control <i>Fertilization/Fungicide/Insecticide/herbicide/weed control</i>	\$7,544.00
Irrigation Inspections <i>Includes monthly inspections with reports</i>	\$4,058.00

Grand Total Annual	\$54,960.00
Monthly	\$4,580.00

Additional Services

Pine Bark (1x per year) <i>Estimated 275 cubic yards @ 2" for common areas</i>	\$12,375.00
Palm/ Tree Pruning (1x/year)	Included

Grand Total Annual (with extra services)	\$67,335.00
Monthly (with extra services)	\$5,611.25

Client Initial: _____

Creating premier properties. Building lasting relationships





Avalon Groves CDD-Pond and Buffer Mowing Phase 1A
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing \$35,220.00
*Includes mowing, edging, string-trimming,
clean-up, shrub pruning, and weed removal
34 mows per year*

IPM - Pest Control \$600.00
Spot treatments for ant mounds

Irrigation Inspections Included where irrigated
Includes monthly inspections with reports

Grand Total Annual	\$35,820.00
Monthly	\$2,985.00

Additional Services

Palm/ Tree Pruning (1x/year) Included

Client Initial: _____

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Avalon Groves CDD-Village Entrances (1 and 2)
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing	\$10,240.00
<i>Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal</i>	
<i>42 mows per year, 12 prunings per year</i>	
IPM - Fertilization & Pest Control	\$1,422.00
<i>Fertilization/Fungicide/Insecticide/herbicide/weed control</i>	
Irrigation Inspections	\$1,298.00
<i>Includes monthly inspections with reports</i>	

Grand Total Annual	\$12,960.00
Monthly	\$1,080.00

Additional Services

Pine Bark (1x per year)	\$2,700.00
<i>Estimated 60 cubic yards @ 2" for all three entrances</i>	
Palm/ Tree Pruning (1x/year)	Included

Grand Total Annual (with extra services)	\$15,660.00
Monthly (with extra services)	\$1,305.00

Client Initial: _____

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**Avalon Groves CDD-Ponds, Parks, and Buffers Phase 1B
Exhibit A
Landscape Management Service Pricing Sheet**

Core Maintenance Services

<p>Mowing & Clean Up & Detailing <i>Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal 42 mows per year St. Augustine, 34 mows per year Bahia</i></p> <p>IPM - Fertilization & Pest Control <i>Fertilization/Fungicide/Insecticide/herbicide/weed control</i></p> <p>Irrigation Inspections <i>Includes monthly inspections with reports</i></p>	<p>\$33,520.00</p> <p>\$3,860.00</p> <p>\$1,825.00</p>
Grand Total Annual	\$37,380.00
Monthly	\$3,115.00

Additional Services

<p>Pine Bark (1x per year) <i>Estimated 75 cubic yards @ 2" for park areas No plans provided for parks so mulch is estimated</i></p> <p>Palm/ Tree Pruning (1x/year)</p>	<p>\$3,375.00</p> <p>Included</p>
Grand Total Annual (with extra services)	\$40,755.00
Monthly (with extra services)	\$3,396.25

Client Initial: _____

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Scope of Services Summary



The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing

- a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- d. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. Edging & Trimming

- a. Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- e. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.



Scope of Services Summary



3. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- b. Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

4. Fertilizer

- a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
- b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- c. Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material Specifications

1. Shrubs

- a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- c. Clippings are to be removed by Yellowstone Landscape following pruning.



Scope of Services Summary



2. Tree Maintenance

- a. Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- b. Palm Trees will have only brown or broken fronds removed at time of pruning.
- c. Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

3. Edging and Trimming

- a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- b. "Weedeating" type edging will not be used around trees.

4. Insect, Disease and Weed Control

- a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- c. Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- d. The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications.

5. Fertilization

- a. Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Irrigation System Specifications

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.



Scope of Services Summary



2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, Yellowstone Landscape will immediately make the necessary repairs and then contact the Client.

D. Annual Flower Specifications

1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. "Flower Saver Plus®" (or comparable product) containing beneficial soil microorganisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

E. Mulch

1. Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

II. ADDITIONAL SERVICES

- A. Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.



Scope of Services Summary



III. YELLOWSTONE LANDSCAPE PERSONNEL

- A. Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- D. Yellowstone Landscape recognizes that its personnel are representatives of the Client while on the Client's property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by Yellowstone Landscape personnel will be repaired promptly at no cost to the Client.
- F. Yellowstone Landscape may utilize qualified subcontractors at any time during the agreement period and will be responsible for managing the quality of their services.
- G. All work performed by Yellowstone Landscape will be coordinated with the Client to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. YELLOWSTONE LANDSCAPE VEHICLES AND EQUIPMENT

- A. Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

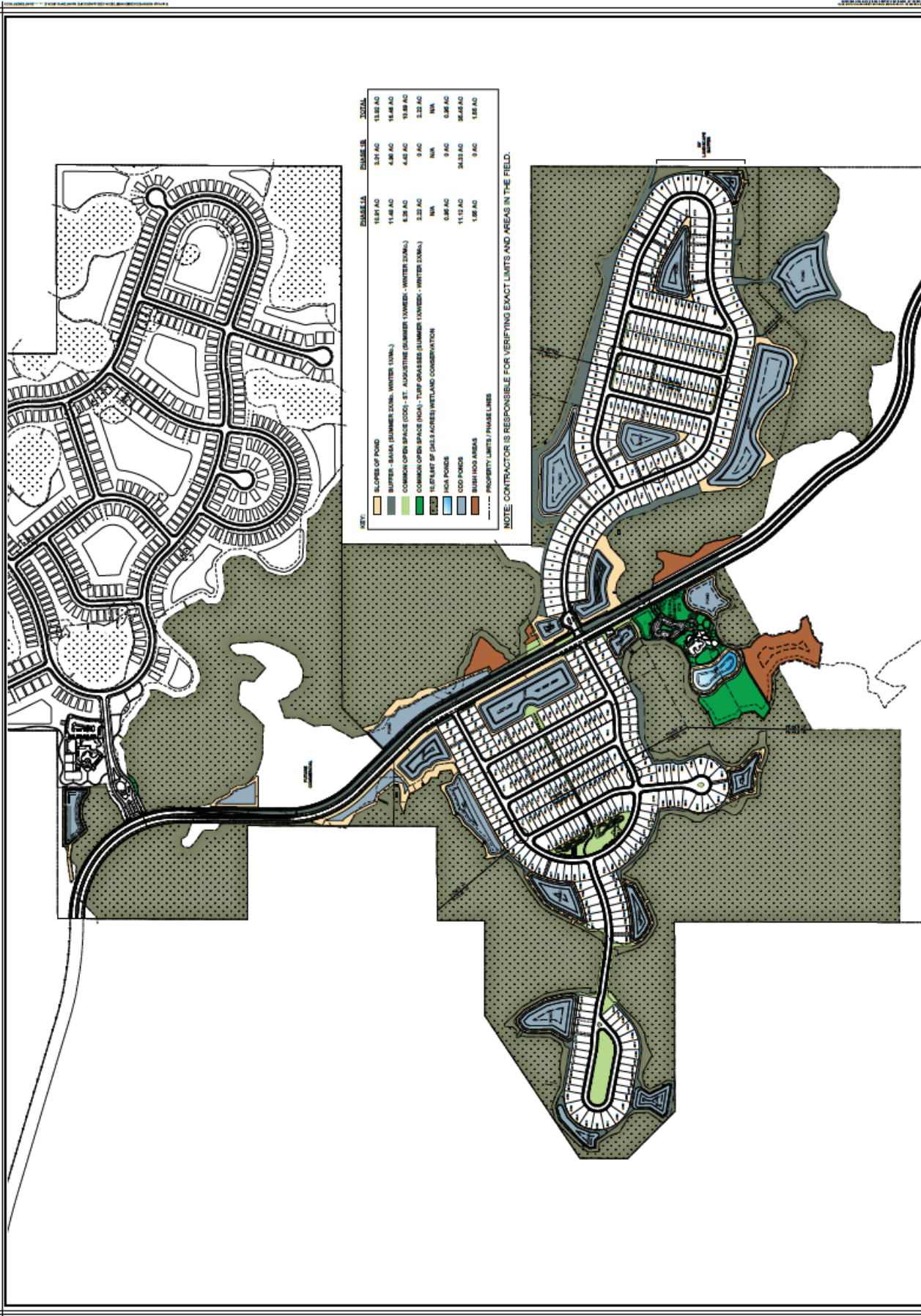
V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- B. Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.



EXHIBIT "B"
LANDSCAPE MAINTENANCE AREAS





AREA	EXAMPLE 1A	EXAMPLE 1B	TOTAL
SLOPES OF POND	15.61 AC	3.27 AC	15.62 AC
BUFFER - BAKA (SUMMER ZONE, WINTER ZONE)	11.48 AC	4.96 AC	16.48 AC
COMMON OPEN SPACE (CDD) - ST. AUGUSTINE (SUMMER - WINTER ZONE)	6.38 AC	4.62 AC	10.98 AC
COMMON OPEN SPACE (BACK) - TROPICAL (SUMMER - WINTER ZONE)	2.22 AC	0 AC	2.22 AC
WETLANDS (SLOPES OF DIRT FACES) WETLAND CONSERVATION	N/A	N/A	N/A
WATER POND	0.86 AC	0 AC	0.86 AC
WATER POND	11.15 AC	24.23 AC	36.48 AC
SLURRY HOUSING	1.08 AC	0 AC	1.08 AC
PROPERTY LINES / PHASE LINES			

NOTE: CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXACT LIMITS AND AREAS IN THE FIELD.



Avalon Groves CDD
Lake County

EXHIBIT "C"
FORM
(ADDITIONAL SERVICES ORDER)



AVALON GROVES CDD
ADDITIONAL SERVICES ORDER (ASO)

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM
-Contact District Manager For Finalized Form-

Date: MM/DD/YYYY

ASO #: 01 _____

Contractor's Name: _____

Project Manager: _____

Project Manager's Email: _____

Contractor's Address: _____

Contractor's Phone: _____

Contractor's Facsimile: _____

District Manager: _____

District Manager's Email: _____

District Address: _____

District Phone: _____

District Facsimile: _____

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.



Original Agreement: Avalon Groves Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

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

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT D
VISUAL INSPECTION GRADE SHEET**

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF MOW (grass height, patterns changed, free of grass clumps and unsightly landscape debris)	5		
TURF FERTILITY (dead/browning grass, fertilizer streaking)	15		
TURF EDGING (around all plant beds, curbs, streets, trees, buildings, etc., no discharge, no irregular lines)	5		
WEED CONTROL – TURF AREAS (reasonably free of weeds)	10		
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5		
WEED CONTROL – BED AREAS (reasonably free of weeds)	10		
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PRUNING & TREE TRIMMING (“Lifting” of limbs up to 10 feet above the ground)	10		
CLEANLINESS (debris free, leaf litter, landscape debris)	10		
MULCHING (if applicable - distributed appropriately, bare areas)	5		
WATER/IRRIGATION MANAGEMENT	15		
PRIOR MAINTENACE ITEMS ADDRESSED	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		

Date _____ Score: XX

Contractor Signature: _____

Inspector Signature: _____

(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)





YELLOWSTONE
LANDSCAPE

Landscape Management Agreement
Amendment No. 1

Client Name/Address:

Avalon Groves Community Development District
c/o DPFM Management and Consulting, LLC
250 International Parkway, Suite 280
Lake Mary, FL 32746

Property Name/Address:

Avalon Groves Community Development
District.
Sawgrass Bay Blvd
Clermont, FL 34714

Property Contact:

Patricia Comings-Thibault

Tel: 321-263-0132

Fax:

Email: Patricia.comings-thibault@dpfg.com

Contractor:

Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
PO Box 849
Bunnell, FL 32110

Branch Office Contact:

Dana Bryant

Tel: 407-396-0529

Fax: 407-396-2023

Email: Dbryant@yellowstonelandscape.com

Master Agreement:

Amendment No. 1: Phase 3 Roadway Extension

This amendment is effective on Nov 1st, 2020 and will become part of the above-referenced Master Agreement once accepted by the Client. Except as specifically amended herein, all terms and conditions associated with the **Master Agreement** between Yellowstone Landscape - Southeast, LLC (d/b/a Yellowstone Landscape) and the Client dated January 1st, 2019 will remain in effect.

Amendment: See attached pricing page and map defining areas added

Revised Compensation:

The Client shall pay the Contractor **\$4,415.00** per month for its services and work as defined by this Amendment No. 1. This is in addition to current monthly amount.

PRESENTED BY:

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)

Michael H. Wilding

By/Date: _____

ACCEPTED BY:

CLIENT

By/Date: _____

Printed Name/Title **JAMES P. HARVEY CHAIRMAN**

____ Owner ____ Agent





Avalon Groves CDD-Phase 3 - Roadway Extension

Includes Tract E1 (Right-of-Way, also designated at Sawgrass Bay Boulevard), Tracts E2 and E3 (Stormwater ponds), Tracts E5, E6, and E7 (Conservation Areas) and those certain 23' Utility Easements located on the east and west sides of Tract E1.

Exhibit A

Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing

\$52,980.00

*Includes mowing, edging, string-trimming,
clean-up, shrub pruning, and weed removal*

42 mows per year St. Augustine, 34 mows per year Bahia

IPM - Fertilization & Pest Control

Included

Fertilization/Fungicide/Insecticide/herbicide/weed control

Follows all specs in original CDD Agreement

Irrigation Inspections

Included

Includes monthly inspections with reports

Grand Total Annual

\$52,980.00

Monthly

\$4,415.00

Client Initial: _____



Areas under this addendum are circled with a blue line



Serenoa
Overall Conceptual Site Plan

Kolter Land Partners, LLC
Lake County, Florida

DATE	DATE	TABLE	BY

SCALE: 1" = 400'
N

HEIDT
DESIGN

10000 N. WINDY HILLS BLVD., SUITE 100
ORLANDO, FL 32837
TEL: 407.221.1111
WWW.HEIDTDESIGN.COM



EXHIBIT 14



Fireman Toms Pressure Washing co.

704 Kissimmee pl.
Winter Springs, FL 32708 US
(407) 459-2032
firemantomspw@gmail.com



Estimate

ADDRESS
DPFG
Avalon Groves
Clermont, FL

ESTIMATE 230329-01
DATE 03/29/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Chemically treat, and pressure wash 8 large columns, 16 medium columns, and 16 smaller columns.	1	1,200.00	1,200.00
	Sales	Chemically treat and pressure wash both sides of the fences running parallel with sawgrass bay blvd, as shown in the highlighted map attached with the proposal in the email(does not include the sections going into the entrances of the subdivisions).	1	400.00	400.00

All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algacide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris.

TOTAL

\$1,600.00

- The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

Water will be provided by Fireman Tom's Pressure Washing.

Accepted By

Accepted Date



Fireman Toms Pressure Washing co.

704 Kissimmee pl.
 Winter Springs, FL 32708 US
 (407) 459-2032
 firemantomspw@gmail.com



Estimate

ADDRESS
 DPFG
 Avalon Groves
 Clermont, FL

ESTIMATE 230526-01
 DATE 05/26/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Sales	Pressure wash with surface cleaners, the sidewalks that are highlighted in red on the provided map, followed by an algacide post treatment.	2,880	0.12	345.60
	Sales	Pressure wash with surface cleaners, the sidewalks that are highlighted in blue, on the provided map, followed by an algacide post treatment.	6,100	0.12	732.00
	Sales	Pressure wash with surface cleaners, the sidewalks that are highlighted in green, on the provided map, followed by an algacide post treatment.	3,925	0.12	471.00

All areas are chemically washed and pressure cleaned. We use various cleaning techniques, different levels of pressure, and different strengths of an algacide solution, to maximize the cleaning while protecting the various surfaces and plant life. The purpose is to remove algae, dirt, mold, mildew, bugs, nests, and debris.

TOTAL

\$1,548.60

- The procedure followed and solution used is the established guidelines set forth by The Painting and Decorators Contractors of America Association. We will pressure wash the surfaces using tanked water.

Water will be provided by Fireman Tom's Pressure Washing.

Accepted By

Accepted Date

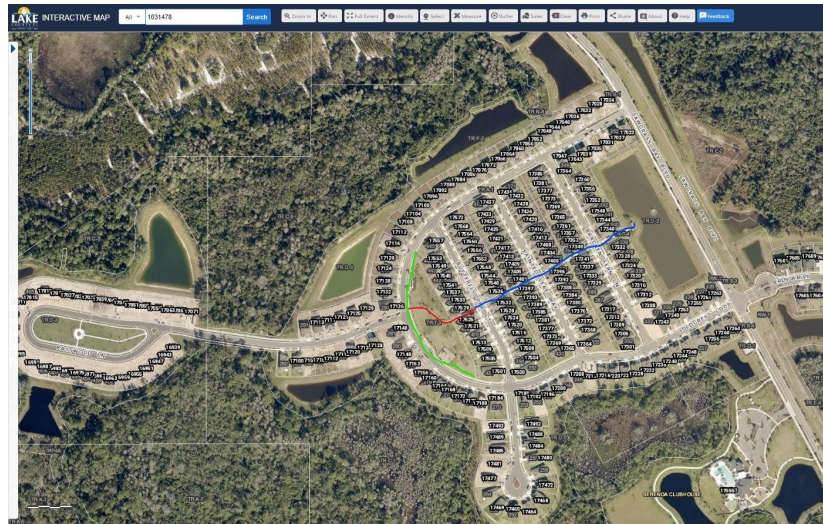


EXHIBIT 15



1 **MINUTES OF MEETING**

2 **AVALON GROVES**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Avalon Groves Community
5 Development District was held on Thursday, April 27, 2023 at 1:04 p.m., at the Avalon Groves
6 Amenity Center, 17555 Sawgrass Bay Blvd., Clermont, Florida 34714.

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

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

9 Present and constituting a quorum were:

10	Candice Smith (S5) <i>(via phone)</i>	Board Supervisor, Chair
11	William Tyler Flint (S4)	Board Supervisor, Vice Chair
12	Bill Fife (S1)	Board Supervisor, Assistant Secretary
13	Michael Aube (S3)	Board Supervisor, Assistant Secretary

14 Also present were:

15	David McInnes	District Manager, Vesta District Services
16	Kyle Darin	District Manager, Vesta District Services
17	Jere Earlywine	District Counsel, Kutak Rock LLP
18	Greg Woodcock <i>(via phone)</i>	District Engineer, Stantec
19	Dana Bryant	Yellowstone
20	Timothy Quinlan	Evergreen Lifestyles Management (Serenoa POA
21	Manager)	
22	Thomas Prince	Leland Management (Palms at Serenoa HOA Manager)
23	Gene Mastrangeli	Resident
24	Keith Bracknell	Resident
25	Cheri Johnson	Resident

26 *The following is a summary of the discussions and actions taken at the April 27, 2023 Avalon*
27 *Groves CDD Board of Supervisors Regular Meeting.*

28 **SECOND ORDER OF BUSINESS – Audience Comments – Agenda Items (Limited to 3**
29 *minutes per individual for agenda items)*

30 There being none, the next item followed.

31 **THIRD ORDER OF BUSINESS – Budget Workshop**

32 A. Exhibit 1: Discussion on FY 2023-2024 Operations & Maintenance Needs

33 Supervisors and staff discussed the proposed FY 2024 budget. No action was taken
34 during the workshop.

35 **FOURTH ORDER OF BUSINESS – Staff Reports**

36 B. District Counsel – *Jere Earlywine, Kutak Rock LLP*



37 Mr. Earlywine noted the a delay in the acquisition of the Edgemont plat and that the
38 permit has not yet been issued for commercial intersection, they're finalizing the drafting
39 of the deeds at the County level.

40 Comments have been received on the contract for District Engineer, and that will be
41 brought back for consideration once the agreement is finalized.

42 C. District Engineer

43 Mr. Woodcock had nothing to report and the Board had no action items for him.

44 D. District Manager – *Kyle Darin, Vesta District Services*

45 1. Landscape Maintenance Report – *Dana Bryant, Yellowstone*

46 Palm trimming is anticipated for next month, assuming there will be sufficient
47 rain events for the trimming to encourage growth rather than add stress. Mr.
48 Bryant will forward a copy of the Yellowstone contract to the District Manager
49 for the Board's review.

50 2. Exhibit 2: Aquatic Maintenance Report – *Steadfast Environmental*

51 There being no discussion, the next item followed.

52 3. Discussion on Authorizing Staff to Engage H.A.R.T. Hog Removal Services
53 (\$250/trap*3, \$85/hog)

54 The Board discussed options for hog deterrents, past action, and anticipated cost.

55 On a MOTION by Mr. Fife, SECONDED by Mr. Aube, WITH ALL IN FAVOR, the Board
56 approved H.A.R.T. to provide hog removal services in an amount not to exceed \$2,500.00 total,
57 for the Avalon Groves Community Development District.

58 E. Serenoa POA Amenity Manager – *Timothy Quinlan, Evergreen Lifestyles Management*

59 Mr. Quinlan provided an update on the Serenoa POA projects: Cabana replacement,
60 landscape and paint damage by the hailstorm, and repairs to the splashpad,
61 geothermal heater and the access system.

62 F. Palms at Serenoa HOA Manager – *Thomas Prince, Leland Management*

63 Mr. Prince provided an update on the Palms at Serenoa HOA projects: pressure
64 washing, minor repairs at the entryway monument, and the replacing of a Sylvester
65 palm at the front entrance. Reports of alligators and ATVs on CDD property have
66 been shared with District management and they are trying to educate homeowners
67 to send reports directly to the CDD so there is no gap in communication time. Phase
68 four is in progress, and minor hail damage reports are coming in.

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

70 A. Exhibit 3: Consideration of Resolution 2023-10, Approving FY 2024 Proposed Budget and
71 Setting Public Hearing

72 The Public Hearing was scheduled for July 27, 2023.



73 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, with Mr. Aube opposed, the Board adopted
74 Resolution 2023-10, Approving FY 2024 Proposed Budget and Setting Public Hearing, for the
75 Avalon Groves Community Development District.

76 *This vote was later reconsidered.*

77 B. Exhibit 4: Update on Proposals for Outlets and Monument Lighting at the Village
78 Entrances and Amenity Center (HOA)

79 *This item was held and addressed after Audience Comments – New Business.*

80 1. Ameresco (Solar Lights and Solar Outlets Sufficient for Holiday Lighting) -
81 \$31,320.00 (*Mounting Materials and Installation Not Included*)

82
83 2. Klinger Electric (Standard Lights and Standard Outlets) - \$61,896.00

84
85 3. Klinger Electric (Standard Outlets Only) - \$57,557.00

86
87 4. Ameresco (Solar Lights Only) - \$15,000.00 (*Mounting Materials and Installation Not*
88 *Included*)

89 The Board further discussed the budget, and the funding requirements to install
90 electrical outlets at the village entrances and requested a third proposal for materials
91 and labor.

92 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
93 reconsidered the vote by which Resolution 2023-10 was adopted, Approving FY 2024
94 Proposed Budget and Setting Public Hearing, for the Avalon Groves Community Development
95 District.

96 The Board amended the proposed FY 2024 budget by increasing the Field Contingency
97 line item by \$60,000 to accommodate the installation of electrical outlets at the village
98 entrances.

99 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
100 adopted Resolution 2023-10, Approving FY 2024 Proposed Budget and Setting Public
101 Hearing, incorporating the amendment to the proposed FY 2024 budget, for the Avalon Groves
102 Community Development District.

103 **SIXTH ORDER OF BUSINESS – Administrative Matters/Consent Agenda**

104 A. Exhibit 5: Consideration for Approval – The Minutes of the Board of Supervisors Regular
105 Meeting Held March 23, 2023

106 B. Exhibit 6: Consideration for Acceptance – The March 23 Unaudited Financial Report

107 On a MOTION by Mr. Aube, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
108 approved all items of the Consent Agenda, for the Avalon Groves Community Development
109 District.



110 **SEVENTH ORDER OF BUSINESS – Audience Comments – New Business** *(Limited to 3*
111 *minutes per individual for non-agenda items)*

112 The Board heard comments from Mr. Mastrangeli requested an adjustment on a sprinkler
113 at the Village 2 entrance so that water is not directed at the keypad area causing drivers to
114 get wet. Mr. Bracknell asked why Mr. Aube was opposed to the resolution. Ms. Johnson
115 asked about plans to repair hog damaged landscape. In response, it was noted that
116 mitigation will not take place until after hogs have been addressed. And re-seeding would
117 not take place until the rainy season since no irrigation is installed in the affected areas
118 around the ponds. Mr. Mastrangeli also asked when there will be vacancies to add residents
119 to the Board. Mr. Earlywine responded that statutorily, elections take place every two
120 years. That said, there may be vacancies once the development projects are completed and
121 conveyed.

122 **EIGHTH ORDER OF BUSINESS – Supervisors Requests** *(Includes Next Meeting Agenda*
123 *Items Requests)*

124 Mr. Aube requested a pending project handout and an update on the streetlight repairs, and
125 asked staff to lobby the County to add a crosswalk and signs at the other end of Sawgrass
126 Bay Blvd. It was noted that traffic lights with a crosswalk will be included with the
127 commercial parcel intersection. Staff will reach out to Tim Plate with Heidt, for a
128 schematic to share with the Board.

129 **NINTH ORDER OF BUSINESS – Action Items Summary**

130 The action items from the meeting were noted as follows:

- 131 • DM to provide Board with pending project handout
- 132 • DM to look into light fixture repair
- 133 • DM to obtain copy of Yellowstone contract and provide to Board
- 134 • DM to obtain proposal from Yellowstone to repair hog damage once it ceases
- 135 • DM to contact Tim Plate regarding crosswalk design at the commercial property
- 136 • DM will forward the hog trapping proposal to District Counsel

137 **TENTH ORDER OF BUSINESS – Next Meeting Quorum Check**

138 *Confirmation of Quorum for Next Meeting Scheduled for 1 p.m. on May 25, 2023 at the Avalon*
139 *Groves Amenity Center (17555 Sawgrass Bay Blvd., Clermont, Florida 34714)*

140 With the exception of Mr. Fife, all Supervisors present, confirmed their intent to attend the
141 next meeting.

142 **ELEVENTH ORDER OF BUSINESS – Adjournment**

143 On a MOTION by Mr. Fife, SECONDED by Mr. Flint, WITH ALL IN FAVOR, the Board
144 adjourned the meeting at 2:26 p.m. for the Avalon Groves Community Development District.

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



148 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**
149 **noticed meeting held on May 25, 2023.**

150

151

Signature

Signature

Printed Name

Printed Name

152 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**



EXHIBIT 16



Avalon Groves Community Development District

Summary Financial Statements
(Unaudited)

Period Ending
May 31, 2023



**Avalon Groves Community Development District
Balance Sheet
Unaudited
May 31, 2023**

	GENERAL FUND	2017 (AA1)	2017A-1 (AA2)	2017A-2 (AA2)	2019	2021 AA3	2021 AA1	2022 AA4	CIP (AA1)	CIP A-1 (AA2)	CIP A-2 (AA2)	CIP 2019	TOTAL
ASSETS:													
CASH	\$ 1,136,114	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 20	\$ -	\$ -	\$ 1,136,134
INVESTMENTS:													
REVENUE FUND	-	44	-	1	-	200	11	-	-	-	-	-	256
CAP INTEREST	-	91	281	0	98	149	84	-	-	-	-	-	703
DS RESERVE	-	180,941	535,528	-	106,077	169,623	97,309	32,860	-	-	-	-	1,122,338
COST OF ISSUANCE	-	-	-	-	13,551	13,336	1,159	-	-	-	-	-	28,046
PREPAYMENT ACCOUNT	-	4,025	3,112	0	1,304	128	-	-	-	-	-	-	8,568
SINK FUND	-	57	164	-	6	178	107	50	-	-	-	-	562
BOND REDEMPTION	-	-	-	-	47	0	-	-	-	-	-	-	47
ACQ. & CONST. 2017 (AA1)	-	-	-	-	-	-	-	-	0	-	-	-	0
ACQ. & CONST. 2017A-1 (AA2)	-	-	-	-	-	-	-	-	-	-	-	-	-
ACQ. & CONST. 2017A-2 (AA2)	-	-	-	-	-	-	-	-	-	1	0	-	1
ACQ. & CONST. 2019	-	-	-	-	-	-	-	-	-	-	-	1,646	1,646
PREPAID ITEMS	-	-	-	-	-	-	-	-	-	-	-	-	-
DUE FROM GF	-	71,135	154,977	-	176,349	(197,782)	264,851	156,466	-	-	-	-	625,995
ON ROLL - RECEIVABLE ASSMT.	133,252	27,082	80,823	-	33,483	55,861	30,701	20,458	-	-	-	-	381,660
ACCOUNTS RECEIVABLE	2,988	389	2,230	-	926	-	-	-	-	-	-	-	6,533
DEPOSITS	541	-	-	-	-	-	-	-	-	-	-	-	541
TOTAL ASSETS	\$ 1,272,895	\$ 283,764	\$ 777,115	\$ 1	\$ 331,840	\$ 41,694	\$ 394,221	\$ 209,833	\$ 0	\$ 21	\$ 0	\$ 1,646	\$ 3,313,031
LIABILITIES:													
ACCOUNTS PAYABLE	\$ 63,771	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 63,771
ACCRUED EXPENSES	-	-	-	-	-	-	-		-	-	-	-	-
DUE TO DEBT SERVICE	625,995	-	-	-	-	-	-		-	-	-	-	625,995
DUE TO CONSTRUCTION	-	-	-	-	-	-	-		-	-	-	-	-
ON ROLL - DEFERRED REVENUE	133,252	27,082	80,823	-	33,483	55,861	30,701	20,458	-	-	-	-	381,660
RETAINAGE PAYABLE	-	-	-	-	-	-	-		-	-	-	-	-
FUND BALANCE:													
NONSPENDABLE:													
PREPAID AND DEPOSITS	541	-	-	-	-	-	-		-	-	-	-	541
ASSIGNED:													
OPERATING RESERVES	1,041	-	-	-	-	-	-		-	-	-	-	1,041
RESERVES - ROADWAYS	-	-	-	-	-	-	-		-	-	-	-	-
UNASSIGNED:	448,295	256,681	696,292	1	298,358	(14,167)	363,520	189,375	0	21	0	1,646	2,240,023
TOTAL LIABILITIES & FUND BALANCE	\$ 1,272,895	\$ 283,764	\$ 777,115	\$ 1	\$ 331,840	\$ 41,694	\$ 394,221	\$ 209,833	\$ 0	\$ 21	\$ 0	\$ 1,646	\$ 3,313,031

Avalon Groves Community Development District
Statement of Revenue, Expenditures And Change In Fund Balance
For The Period Ending May 31, 2023

	FY2023 ADOPTED BUDGET	CURRENT MONTH	ACTUAL YEAR-TO-DATE	VARIANCE Over / (Under) To Budget
REVENUES				
ON ROLL ASSESSMENTS	\$ 838,110	8,302	\$ 706,853	\$ (131,257)
DEVELOPER FUNDING OFF ROLL	-	1,711	95,049	95,049.31
DEVELOPER FUNDING				-
MISCELLANEOUS REVENUE		-	5	5.00
LOT CLOSINGS		-	28,988	28,987.50
TOTAL REVENUES	838,110	10,013	830,895	\$ (7,215)
EXPENDITURES				
GENERAL ADMINISTRATIVE				
DISTRICT MANAGEMENT SERVICES	32,960	2,747	21,973	(10,987)
BANK FEES	150	-	-	(150)
AUDITING	3,400	-	-	(3,400)
REGULATORY & PERMIT FEES	175	-	175	-
LEGAL ADVERTISEMENTS	4,000	-	1,531	(2,469)
ENGINEERING SERVICES	12,000	-	10,734	(1,266)
LEGAL SERVICES	25,000	-	31,053	6,053
TECHNOLOGY & WEBSITE ADMIN.	2,015	-	1,515	(500)
MISCELLANEOUS	1,500	-	11,469	9,969
BOS MEETING	12,000	-	3,200	(8,800)
TOTAL GENERAL ADMINISTRATIVE	93,200	2,747	81,650	\$ (11,550)
INSURANCE				
INSURANCE	12,000	-	25,044	13,044
TOTAL INSURANCE	12,000	-	25,044	\$ 13,044
DEBT SERVICE ADMIN.				
DISCLOSURE REPORT	5,150	-	5,150	-
ARBITRAGE REBATE	1,500	-	650	(850)
TRUSTEE FEES	10,500	-	10,500	-
TOTAL DEBT ADMINISTRATION	17,150	-	16,300	\$ (850)
UTILITIES				
UTILITIES-ELECTRICITY	6,180	-	13,335	7,155
STREETLIGHTS	160,800	-	142,893	(17,907)
UTILITY WATER	40,000	-	7,686	(32,314)
TOTAL UTILITIES	206,980	-	163,914	\$ (43,066)
PHYSICAL ENVIRONMENT				
LAKE & POND MAINTENANCE	52,000	2,733	21,867	(30,133)
LANDSCAPE MAINTENANCE	300,000	29,025	195,710	(104,290)
LANDSCAPE - REPLENISHMENT	15,000	-	3,100	(11,900)
WETLAND MITIGATION & MAINTENANCE	37,000	-	33,300	(3,700)
FIELD MANAGEMENT	6,180	515	4,120	(2,060)
FIELD CONTINGENCY	28,900	175	4,199	(24,701)
HARDSCAPE REPAIRS & MAINT.	15,000	-	-	(15,000)
STORMWATER REPORTING	25,000	-	-	(25,000)
PORTER SERVICES	10,000	-	-	(10,000)
POND PLANTINGS AND EROSION CONTROL	12,000	-	-	(12,000)
FOUNTAIN REPAIR	2,700	-	-	(2,700)
RESERVE STUDY	5,000	-	-	(5,000)
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	508,780	32,448	262,296	\$ (246,484)
INTEREST EXPENSE				
			-	
TOTAL EXPENDITURES	838,110	35,195	549,203	\$ (288,907)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES			281,692	
FUND BALANCE - BEGINNING			168,186	
FUND BALANCE - ENDING			\$ 449,877	

Avalon Groves Community Development District
SERIES 2017A-1 (AA1)

For The Period Starting October 1, 2022 Ending May 31, 2023

	FY2023 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE
REVENUE		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 170,338	\$ 143,645
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	5,123
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
LOT CLOSINGS	-	32,306
TOTAL REVENUE	170,338	181,073
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES	-	-
INTEREST EXPENSE		
NOVEMBER 1, 2022	64,231	63,531
MAY 1, 2023	63,231	63,531
PRINCIPAL RETIREMENT		
MAY 1, 2023	40,000	40,000
TOTAL EXPENDITURES	167,462	167,063
EXCESS REVENUE OVER (UNDER) EXPEND.	2,876	14,011
TRANSFER IN		-
TRANSFER OUT		-
FUND BALANCE - BEGINNING		242,670
FUND BALANCE - ENDING	\$ 2,876	\$ 256,681



Avalon Groves Community Development District
SERIES 2017A-1 (AA2)

For The Period Starting October 1, 2022 Ending May 31, 2023

	FY2023 ADOPTED BUDGET	ACTUAL YEAR-TO-DATE
REVENUE		
SPECIAL ASSESSMENTS - ON/OFF ROLL	\$ 508,350	\$ 429,757
SPECIAL ASSESSMENTS - DEVELOPER - LENNAR (NET)		-
INTEREST	-	13,784
MISCELLANEOUS REVENUE	-	-
PREPAYMENT	-	-
TOTAL REVENUE	508,350	443,541
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES (3.5%)	-	-
INTEREST EXPENSE		-
NOVEMBER 1, 2022	197,647	197,213
MAY 1, 2023	194,556	197,213
PRINCIPAL RETIREMENT		
MAY 1, 2022	115,000	115,000
TOTAL EXPENDITURES	507,203	509,425
EXCESS REVENUE OVER (UNDER) EXPEND.	1,147	(65,884)
TRANSFER IN		-
TRANSFER OUT		(5)
FUND BALANCE - BEGINNING		762,181
FUND BALANCE - ENDING	\$ 1,147	\$ 696,292



Avalon Groves Community Development District

SERIES 2017A-2 (AA2)

For The Period Starting October 1, 2022 Ending May 31, 2023

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



Avalon Groves Community Development District
SERIES 2019

For The Period Starting October 1, 2022 Ending May 31, 2023

	<u>FY2022 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>
REVENUE		
SPECIAL ASSESSMENTS - ON/OFF ROLL LOT CLOSINGS DR HORTON	\$ 210,594	178,038
INTEREST	-	3,190
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
MISC. REVENUE	-	-
TOTAL REVENUE	<u>210,594</u>	<u>181,228</u>
EXPENDITURES		
PREPAYMENT REDEMPTION	-	10,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	68,715	69,888
MAY 1, 2023	68,715	68,503
PRINCIPAL RETIREMENT		-
MAY 1, 2022	70,000	70,000
TOTAL EXPENDITURES	<u>207,430</u>	<u>218,390</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	3,164	(37,162)
TRANSFER IN		
TRANSFER OUT		(2,297)
FUND BALANCE - BEGINNING		337,818
FUND BALANCE - ENDING	<u><u>\$ 3,164.00</u></u>	<u><u>\$ 298,358</u></u>



Avalon Groves Community Development District
SERIES 2021 AA3
For The Period Starting October 1, 2022 Ending May 31, 2023

	FY2023 ADOPTED BUDGET	BUDGET YEAR-TO-DATE
REVENUE	<u> </u>	<u> </u>
SPECIAL ASSESSMENTS - ON ROLL	\$ 337,000	283,420
SPECIAL ASSESSMENTS - OFF ROLL	-	-
INTEREST	-	5,143
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
PREPAYMENT	-	-
TOTAL REVENUE	<u>337,000</u>	<u>288,563</u>
EXPENDITURES		
PREPAYMENT REDEMPTION		25,000
INTEREST EXPENSE		
NOVEMBER 1, 2022	103,238	104,722
MAY 1, 2023	104,722	104,353
PRINCIPAL RETIREMENT		
MAY 1, 2022	125,000	125,000
TOTAL EXPENDITURES	<u>332,960</u>	<u>359,075</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	4,040	(70,512)
TRANSFER IN		130
TRANSFER OUT		(3,786)
FUND BALANCE - BEGINNING		60,001
FUND BALANCE - ENDING	<u>\$ 4,040.00</u>	<u>\$ (14,167)</u>



Avalon Groves Community Development District
SERIES 2021 AA1 PH 3/4
For The Period Starting October 1, 2022 Ending May 31, 2023

	FY2023 ADOPTED BUDGET	BUDGET YEAR-TO-DATE
REVENUE	<u> </u>	<u> </u>
SPECIAL ASSESSMENTS - ON ROLL	\$ 193,100	162,399
SPECIAL ASSESSMENTS - OFF ROLL	-	198,139
INTEREST	-	2,951
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
PREPAYMENT	-	-
TOTAL REVENUE	<u>193,100</u>	<u>363,489</u>
EXPENDITURES		
PREPAYMENT REDEMPTION		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	58,056	58,056
MAY 1, 2023	57,213	58,056
PRINCIPAL RETIREMENT		
MAY 1, 2022	75,000	75,000
TOTAL EXPENDITURES	<u>190,269</u>	<u>191,113</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	2,831	172,376
TRANSFER IN		-
TRANSFER OUT		(2,096)
FUND BALANCE - BEGINNING		193,240
FUND BALANCE - ENDING	<u>\$ 2,831.00</u>	<u>\$ 363,520</u>



Avalon Groves Community Development District
SERIES 2022 AA4
For The Period Starting October 1, 2022 Ending May 31, 2023

	<u>FY2023 ADOPTED BUDGET</u>	<u>BUDGET YEAR-TO-DATE</u>
REVENUE		
SPECIAL ASSESSMENTS - ON ROLL	\$ 128,675	108,217
SPECIAL ASSESSMENTS - OFF ROLL	-	128,674
INTEREST	-	952
LESS: DISCOUNT ASSESSMENTS (4%)	-	-
PREPAYMENT	-	-
TOTAL REVENUE	<u>128,675</u>	<u>237,843</u>
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES		-
INTEREST EXPENSE		
NOVEMBER 1, 2022	46,038	46,549
MAY 1, 2023	45,338	46,038
PRINCIPAL RETIREMENT		
MAY 1, 2022	35,000	35,000
TOTAL EXPENDITURES	<u>126,376</u>	<u>127,587</u>
EXCESS REVENUE OVER (UNDER) EXPEND.	2,299	110,257
TRANSFER IN		
TRANSFER OUT		(130)
FUND BALANCE - BEGINNING		79,248
FUND BALANCE - ENDING	<u>\$ 2,299.00</u>	<u>\$ 189,375</u>



Avalon Groves Community Development District
Construction In Progress (AA1)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2022 Ending May 31, 2023

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



Avalon Groves Community Development District
Construction In Progress A-1 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2022 Ending May 31, 2023

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



Avalon Groves Community Development District
Construction In Progress A-2 (AA2)
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2022 Ending May 31, 2023

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	-
INSURANCE CLAIM	\$ -
INTEREST	4
TOTAL REVENUES	<u>4</u>
EXPENDITURES	
REQUISITIONS	57,985
TRUSTEE FEES	-
TOTAL EXPENSE	<u>57,985</u>
TOTAL EXPENDITURES	<u>57,985</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(57,982)
TRANSFER IN	-
TRANSFER OUT	-
FUND BALANCE - BEGINNING	57,982
FUND BALANCE - ENDING	<u><u>\$ 0</u></u>



Avalon Groves Community Development District
Construction In Progress 2019
Statement of Revenue, Expenditures And Changes In Fund Balance
For The Period Starting October 1, 2022 Ending May 31, 2023

	<u>ACTUAL YEAR-TO-DATE</u>
REVENUES	
DEVELOPER FUNDING	\$ -
INSURANCE CLAIM	-
INTEREST	10
TOTAL REVENUES	<u>10</u>
 EXPENDITURES	
REQUISITIONS	-
TRUSTEE FEES	-
TOTAL EXPENSE	<u>-</u>
 TOTAL EXPENDITURES	<u>-</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	10
TRANSFER IN	455
TRANSFER OUT	-
FUND BALANCE - BEGINNING	1,180
 FUND BALANCE - ENDING	 <u><u>\$ 1,646</u></u>



Avalon Groves Community Development District
Bank Reconciliation
May 31, 2023

	<u>BU</u>
Balance Per Bank Statement	\$ 1,149,317.59
Less: Outstanding AP Checks	(13,183.63)
<i>Adjusted Bank Balance</i>	<u><u>\$ 1,136,133.96</u></u>
Beginning Bank Balance Per Books	\$ 1,203,484.05
Deposits & Interest	16,152.20
Cash Disbursements	(83,502.29)
<i>Balance Per Books</i>	<u><u>\$ 1,136,133.96</u></u>



Avalon Groves CDD
Check Register
Operating Account
FY 2023

DATE	CK NO.	PAYEE	TRANSACTION	DEPOSIT	DISBURSEMENT	BALANCE
05/31/2023	100113	Clean Star Services	Invoice: 9810 (Reference: Monthly Services trash collect.)		310.00	1,136,113.96
05/31/2023				16,152.20	83,502.29	1,136,113.96

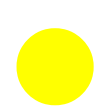


EXHIBIT 17





LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

April 20, 2023

Mr. Logan Muether
Avalon Groves Community Development District
c/o DPFM Management and Consulting, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

**\$7,215,000 Avalon Groves Community Development District
Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and
\$4,400,000 Avalon Groves Community Development District
Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)
("Bonds")**

Dear Mr. Muether:

Attached you will find our arbitrage rebate report for the above-referenced Bonds for the annual period ended March 31, 2023 ("Computation Period"). This report indicates that there is no cumulative rebate requirement liability as of March 31, 2023.

The next annual arbitrage rebate calculation date is March 31, 2024. If you have any questions or comments, please do not hesitate to contact me at (850) 754-0311 or by email at liscott@llstax.com.

Sincerely,

Linda L. Scott

Linda L. Scott, CPA

cc: Ms. Janet Ricardo, Regions Bank



***Avalon Groves
Community Development
District***

*\$7,215,000 Avalon Groves Community Development District
Special Assessment Bonds, Series 2017A-1 (Assessment
Area Two Project) and \$4,400,000 Avalon Groves Community
Development District Special Assessment Bonds, Series
2017A-2 (Assessment Area Two Project)*

For the period ended March 31, 2023





LLS Tax Solutions Inc.
2172 W. Nine Mile Rd.
#352
Pensacola, FL 32534
Telephone: 850-754-0311
Email: liscott@llstax.com

April 20, 2023

Avalon Groves Community Development District
c/o DPFM Management and Consulting, LLC
250 International Parkway, Suite 208
Lake Mary, Florida 32746

Re: \$7,215,000 Avalon Groves Community Development District Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and \$4,400,000 Avalon Groves Community Development District Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project) (“Bonds”)

Avalon Groves Community Development District (“Client”) has requested that we prepare certain computations related to the above-described Bonds for the period ended March 31, 2023 (“Computation Period”). The scope of our engagement consisted of the preparation of computations to determine the Rebate Requirement for the Bonds for the Computation Period as described in Section 148(f) of the Internal Revenue Code of 1986, as amended (“Code”), and this report is not to be used for any other purpose.

In order to prepare these computations, we were provided by the Client with and have relied upon certain closing documents for the Bonds and investment earnings information on the proceeds of the Bonds during the Computation Period. The attached schedule is based upon the aforementioned information provided to us. The assumptions and computational methods we used in the preparation of the schedule are described in the Summary of Notes, Assumptions, Definitions and Source Information. A brief description of the schedule is also attached.

The results of our computations indicate a negative Cumulative Rebate Requirement of \$(550,181.63) at March 31, 2023. As such, no amount must be on deposit in the Rebate Fund.

As specified in the Form 8038G, the calculations have been performed based upon a Bond Yield of 6.1314%. Accordingly, we have not recomputed the Bond Yield.

The scope of our engagement was limited to the preparation of a mathematically accurate Rebate Requirement for the Bonds for the Computation Period based on the information provided to us. The Rebate Requirement has been determined as described in the Code, and regulations promulgated thereunder (“Regulations”), as applicable to the Bonds and in effect on the date of this report. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

LLS Tax Solutions Inc.



SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

April 20, 2023

\$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and

\$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)

For the period ended March 31, 2023

NOTES AND ASSUMPTIONS

1. The issue date of the Bonds is April 6, 2017.
2. The end of the first Bond Year for the Bonds is March 31, 2018.
3. Computations of yield are based upon a 31-day month, a 360-day year and semiannual compounding.
4. We have assumed that the only funds and accounts relating to the Bonds that are subject to rebate under section 148(f) of the Code are shown in the attached schedule.
5. For investment cash flow purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedule. In determining the Rebate Requirement for the Bonds, we have relied on information provided by you without independent verification, and we can therefore express no opinion as to the completeness or suitability of such information for such purposes. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
6. We have assumed that the purchase and sale prices of all investments as represented to us are at fair market value, exclusive of brokerage commissions, administrative expenses, or similar expenses, and representative of arms' length transactions that did not artificially reduce the Rebate Requirement for the Bonds, and that no "prohibited payments" occurred and no "imputed receipts" are required with respect to the Bonds.
7. Ninety percent (90%) of the Rebate Requirement as of the next "computation date" ("Next Computation Date") is due to the United States Treasury not later than 60 days thereafter ("Next Payment Date"). (An issuer may select any date as a computation date, as long as the first computation date is not later than five years after the issue date, and each subsequent computation date is no more than five years after the previous computation date.) No other payment of rebate is required prior to the Next Payment Date. The Rebate Requirement as of the Next Computation Date will not be the Rebate Requirement reflected herein but will be based on future computations that will include the period ending on the Next Computation Date. If all of the Bonds are retired prior to what would have been the Next Computation Date, one hundred percent (100%) of the unpaid Rebate Requirement computed as of the date of retirement will be due to the United States Treasury not later than 60 days thereafter.
8. For purposes of determining what constitutes an "issue" under section 148(f) of the Code, we have assumed that the Bonds constitute a single issue and are not required to be aggregated with any other bonds.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

April 20, 2023

\$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and

\$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)

For the period ended March 31, 2023

NOTES AND ASSUMPTIONS (cont'd)

9. The accrual basis of accounting has been used to calculate earnings on investments. Earnings accrued but not received at the last day of the Computation Period are treated as though received on that day. For investments purchased at a premium or a discount (if any), amortization or accretion is included in the earnings accrued at the last day of the Computation Period. Such amortization or accretion is computed in such a manner as to result in a constant rate of return for such investment. This is equivalent to the “present value” method of valuation that is described in the Regulations.
10. No provision has been made in this report for any debt service fund. Under section 148(f)(4)(A) of the Code, a “bona fide debt service fund” for public purpose bonds issued after November 10, 1988, is not subject to rebate if the average maturity of the issue of bonds is at least five years and the rates of interest on the bonds are fixed at the issue date. It appears and has been assumed that the debt service fund allocable to the Bonds qualifies as a bona fide debt service fund, and that this provision applies to the Bonds.
11. Proceeds of the Assessment Area Two A-1 Bonds will be used to provide funds for (i) paying the Cost of acquiring and/or constructing a portion of the Assessment Area Two Project, (ii) funding Capitalized Interest through at least May 1, 2018, (iii) The funding of the Assessment Area Two A-1 Reserve Account, and (iv) the payment of the costs of Issuance of the Assessment Area Two A-1 Bonds. Proceeds of the Assessment Area Two A-2 Bonds will be used to provide funds for (i) paying the Cost of acquiring and/or constructing a portion of the Assessment Area Two Project, (ii) funding Capitalized Interest through at least May 1, 2018, (iii) The funding of the Assessment Area Two A-1 Reserve Account, and (iv) the payment of the costs of Issuance of the Assessment Area Two A-2 Bonds.
12. The Series 2017A-2 portion of the Bonds was redeemed on November 1, 2019, but the Series 2017A-1 portion of the Bonds is still outstanding as of March 31, 2023, and thus remains subject to arbitrage compliance.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

April 20, 2023

\$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and

\$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)

For the period ended March 31, 2023

DEFINITIONS

1. *Bond Year*: Each one-year period that ends on the day selected by the Client. The first and last Bond Years may be shorter periods.
2. *Bond Yield*: The yield that, when used in computing the present value (at the issue date of the Bonds) of all scheduled payments of principal and interest to be paid over the life of the Bonds, produces an amount equal to the Issue Price.
3. *Allowable Earnings*: The amount that would have been earned if all nonpurpose investments were invested at a rate equal to the Bond Yield, which amount is determined under a future value method described in the Regulations.
4. *Computation Date Credit*: A credit allowed by the Regulations as a reduction to the Rebate Requirement on certain prescribed dates.
5. *Rebate Requirement*: The excess of actual earnings over Allowable Earnings and Computation Date Credits.
6. *Issue Price*: Generally, the initial offering price at which a substantial portion of the Bonds is sold to the public. For this purpose, 10% is a substantial portion.

SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District
April 20, 2023

\$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and
\$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)

For the period ended March 31, 2023

SOURCE INFORMATION

<u>Bonds</u>	<u>Source</u>
Closing Date	Form 8038G
Bond Yield	Form 8038G
<u>Investments</u>	<u>Source</u>
Principal and Interest Receipt Amounts and Dates	Trust Statements
Investment Dates and Purchase Prices	Trust Statements



SUMMARY OF NOTES, ASSUMPTIONS, DEFINITIONS, SOURCE INFORMATION, AND DESCRIPTION OF SCHEDULE

Avalon Groves Community Development District

April 20, 2023

\$7,215,000 Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) and

\$4,400,000 Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project)

For the period ended March 31, 2023

DESCRIPTION OF SCHEDULE

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

Schedule 1 sets forth the amount of interest receipts and gains/losses on sales of investments and the calculation of the Rebate Requirement.



\$7,215,000 AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2017A-1 (ASSESSMENT AREA TWO PROJECT) AND
 \$4,400,000 AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2017A-2 (ASSESSMENT AREA TWO PROJECT)

SCHEDULE 1 - REBATE REQUIREMENT CALCULATION

4 / 6 / 2017 ISSUE DATE
 4 / 1 / 2022 BEGINNING OF COMPUTATION PERIOD
 3 / 31 / 2023 COMPUTATION DATE

DATE	FUND/ACCOUNT	INVESTMENT VALUE AT COMPUTATION DATE	EARNINGS ON INVESTMENTS	OTHER DEPOSITS (WITHDRAWALS)	FUTURE VALUE AT BOND YIELD 6.1314%	ALLOWABLE EARNINGS
4 / 1 / 2022	BEGINNING BALANCE		0.00	520,089.75	552,467.34	32,377.59
4 / 1 / 2022	RESERVE ACCOUNT 2017A-1		26.69	0.00	0.00	0.00
5 / 2 / 2022	RESERVE ACCOUNT 2017A-1		61.06	0.00	0.00	0.00
6 / 1 / 2022	RESERVE ACCOUNT 2017A-1		226.86	0.00	0.00	0.00
7 / 1 / 2022	RESERVE ACCOUNT 2017A-1		396.07	0.00	0.00	0.00
8 / 1 / 2022	RESERVE ACCOUNT 2017A-1		600.68	0.00	0.00	0.00
9 / 1 / 2022	RESERVE ACCOUNT 2017A-1		880.76	0.00	0.00	0.00
10 / 3 / 2022	RESERVE ACCOUNT 2017A-1		990.50	0.00	0.00	0.00
11 / 1 / 2022	RESERVE ACCOUNT 2017A-1		1,256.92	0.00	0.00	0.00
12 / 1 / 2022	RESERVE ACCOUNT 2017A-1		1,498.43	0.00	0.00	0.00
1 / 3 / 2023	RESERVE ACCOUNT 2017A-1		1,722.92	0.00	0.00	0.00
2 / 1 / 2023	RESERVE ACCOUNT 2017A-1		1,859.05	0.00	0.00	0.00
3 / 1 / 2023	RESERVE ACCOUNT 2017A-1		1,800.70	0.00	0.00	0.00
3 / 31 / 2023	INTEREST ACCRUAL		2,048.13	0.00	0.00	0.00
		<u>533,458.52</u>	<u>13,368.77</u>	<u>520,089.75</u>	<u>552,467.34</u>	<u>32,377.59</u>
4 / 1 / 2022	BEGINNING BALANCE		0.00	0.80	0.85	0.05
3 / 31 / 2023	CONSTRUCTION FUND 2017A-1		0.00	0.00	0.00	0.00
		<u>0.80</u>	<u>0.00</u>	<u>0.80</u>	<u>0.85</u>	<u>0.05</u>
		<u>533,459.32</u>	<u>13,368.77</u>	<u>520,090.55</u>	<u>552,468.19</u>	<u>32,377.64</u>
	ACTUAL EARNINGS		13,368.77			
	ALLOWABLE EARNINGS		<u>32,377.64</u>			
	REBATE REQUIREMENT		(19,008.87)			
	FUTURE VALUE 3/31/2022 CUMULATIVE REBATE REQUIREMENT		(529,212.76)			
	COMPUTATION DATE CREDIT		<u>(1,960.00)</u>			
	CUMULATIVE REBATE REQUIREMENT		<u>(550,181.63)</u>			



EXHIBIT 18





www.lakevotes.gov

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

April 21, 2023

Shirley Conley
Administrative Assistant
250 International Parkway, Ste. 208
Lake Mary, FL 32746

Re: District Counts

The number of registered voters within the Avalon Groves Community Development District as of April 15, 2023 is **1,660**.

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

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

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

EXHIBIT 19



**LICENSE AGREEMENT BETWEEN AVALON GROVES COMMUNITY DISTRICT
AND SERENOA PROPERTY OWNERS ASSOCIATION, INC., REGARDING THE USE
OF CERTAIN DISTRICT PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 3 day of April, 2023 by and between:

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, whose address is c/o DPF&G Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"), and

SERENOA PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, whose address is 270 W. Plant Street, Suite 340, Winter Garden, Florida 34787 ("**Licensee**").

RECITALS

WHEREAS, the Licensee desires to place and maintain one (1) 36"x48" cork board ("**Bulletin Board**") on property which is owned and maintained by the District; and

WHEREAS, the District agrees to grant the Licensee a non-exclusive license for the access and use of property within the District for the purpose of installing and maintaining the Bulletin Board; and

WHEREAS, the District and the Licensee desire to set forth the terms of their mutual agreement regarding the access and use of the property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. **GRANT OF LICENSE.** The District hereby grants to the Licensee a non-exclusive license to place and maintain one (1) 36"x48" Bulletin Board identified in **Exhibit A**, attached hereto and incorporated herein by reference, on the location identified in **Exhibit B**, attached hereto and incorporated herein by reference (the "**License Property**"), in full compliance with this Agreement, and other laws, regulations and codes.

3. **CONDITIONS ON THE LICENSE.** The License granted in Paragraph 2, above, is subject to the following terms and conditions:

- a. Licensee's use of the License Property shall be for the sole purpose of placement, repair and maintenance of the Bulletin Board and reasonable ingress and egress thereto.
- b. The Licensee shall be fully responsible for the installation of the Bulletin Board and any maintenance, damage, removal, or other incidentals associated with the installation, maintenance, ongoing use, and removal of the Bulletin Board at Licensee's sole expense. The Licensee shall be responsible for returning the License Property to its original conditions, or such conditions otherwise approved by the District, upon the removal of the Bulletin Board. The provisions of this Paragraph 3(b) shall survive termination of this Agreement.
- c. The Bulletin Board shall be in substantial conformity with the specifications in Exhibit A. Licensee may, at its discretion, construct a smaller bulletin board than the specifications provide. Any other alteration(s) to or deviation(s) from the specifications is/are prohibited without the prior approval of such alteration(s) or deviation(s), by motion of the District's Board of Supervisors.
- d. Licensee's use of the License Property shall not impede public use of any District property.
- e. The Licensee shall, at Licensee's expense, maintain the License Property and the Bulletin Board in a neat, clean and sanitary condition in compliance with all applicable laws, rules, codes, ordinances and covenants. All repairs, maintenance or alterations of the Bulletin Board shall be done at the Licensee's sole expense subject to Paragraph 3(c), above. In the event District contractor(s) cause damage to the Bulletin Board in the performance of its duties and upon reasonable request by the Licensee, the District agrees to provide Licensee with contact information for the identified contractor(s) that is in the District's possession at the time of request.
- f. The Licensee shall use all due care to protect the License Property and adjoining property from damage resulting from the party's use of the License Property. In the event Licensee, or its respective employees, agents, assignees, contractors (or their subcontractors, employees, or materialmen) or representatives cause damage to the License Property or to adjacent property or improvements in the exercise of the License granted herein, Licensee, at its sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, sidewalks, parking areas, and other structures or improvements of any kind. The provisions of this Paragraph 3(f) shall survive termination of this Agreement.

- g. The District or its duly authorized agents have the right at any and all times to enter and inspect the License Property for compliance with the provisions of this Agreement.

4. ACCESS; CONDITION OF THE LICENSE PROPERTY.

- a. The District hereby grants the Licensee and its members, agents, subcontractors, assigns, and tenants or subtenants the limited right to access the License Property for the purposes described in this Agreement.
- b. The District assumes no liability or obligation to Licensee as to the condition of the License Property or the suitability of the License Property for the Bulletin Board. The License Property is granted in an "as is" condition.

5. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect, unless revoked or terminated in accordance with Paragraph 6, below.

6. REVOCATION, SUSPENSION AND TERMINATION.

- a. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege, does not grant estate in the License Property, and may be suspended, terminated, or revoked for any reason at the sole discretion of the District.
- b. Any termination, suspension, or revocation of this License Agreement by the District shall be decided by a majority vote of the District's Board of Supervisors at a publicly noticed meeting. Prior to taking any vote to terminate, suspend or revoke this License Agreement, the District's Board of Supervisors shall provide an opportunity for the public and the Licensee to address the Board regarding any such action.
- c. The Licensee may terminate this License Agreement upon written notice to the District.
- d. The Licensee shall not be entitled to any compensation, off sets, incidental costs, or any other payment under this Agreement, and specifically, Licensee shall not be entitled to any payment of damages whatsoever for termination, suspension, or revocation of the License by the District, as this grant of License is a mere privilege and not a right.
- e. The failure of any party hereto to enforce any provision of this License Agreement shall not be construed as a waiver of such or any other provision, nor in any way to affect the validity of all or part of this License Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

- f. The provisions of Paragraphs 4 and 7 shall survive any revocation, suspension or termination of this License Agreement.

7. COMPLIANCE WITH LAWS, RULES AND POLICIES. The Licensee shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Agreement and shall, upon request of the District, provide proof of such compliance. The Licensee shall comply in all material respects with the District's Rules and Policies and acknowledges that it has received a copy of such Rules and Policies.

8. INSURANCE. Licensee shall maintain and keep in force with an insurance company licensed or authorized to do business in the State of Florida and throughout the entire term of this Agreement, a policy or policies of general comprehensive liability insurance covering the License Property and the Bulletin Board in an amount normally maintained by Licensee as an owner of property similar to the License Property, with a broad form comprehensive general liability endorsement which shall name the District, its supervisors, staff and consultants as additional insured parties and which insurance coverage shall be primary, regardless of whether the District shall maintain other insurance on the License Property. Upon the District's request, Licensee shall furnish the District with written evidence that such insurance coverage is in force and effect.

9. INDEMNIFICATION. Licensee shall defend, indemnify and hold harmless the District and its supervisors, agents, staff and representatives, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) or injury arising from a) Licensee's occupation or use of the License Property; b) Licensee's operations, negligence or willful conduct occurring in or on any part of the License Property; and c) Licensee's failure to comply with any regulatory requirement relating to the Bulletin Board and posted contents, including but not limited to enforcement of applicable covenants and restrictions. The Licensee hereby assumes all risk with respect to its use of the License Property. 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, including but not limited to guests, invitees and licensees, for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. The provisions of this Paragraph 7 shall survive revocation or termination of this Agreement. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Paragraph 9 shall survive the termination or expiration of this Agreement.

10. SOVEREIGN IMMUNITY. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability 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.

11. **RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

12. **DEFAULT.** In the event Licensee shall fail to perform any covenant, term, or provision of this Agreement, then the District shall have the right to immediately terminate this Agreement and Licensee shall remove the Bulletin Board and any signage from District property.

13. **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.

14. **AMENDMENT.** 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 of the parties hereto.

15. **ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. **INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the Licensee shall act as an independent contractor. Neither the Licensee nor any individual employed by the Licensee in connection with the use of the License Property are employees of the District under the meaning or application of any federal or state laws. The Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the License Property. The Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and the Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

17. **NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

a. If to the District: Avalon Groves Community Development District
c/o DPG Management and Consulting, LLC
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attn: District Manager

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

b. If to the Licensee: Serenoa Property Owners Association, Inc.
270 W. Plant Street, Suite 340
Winter Garden, Florida 34787

Attn: _____

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 Licensee may deliver Notice on behalf of the District and the Licensee. 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.

18. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Lake County, Florida.

19. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and are to be treated as public records in accordance with Florida law.

20. ARM'S LENGTH NEGOTIATION. This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Agreement.

22. 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.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

ATTEST:

**AVALON GROVES COMMUNITY
DEVELOPMENT DISTRICT**


S Cont. 5/15/23 13:28 EDT

Candice Smith
Candice Smith (May 15, 2023 13:20 EDT)

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**SERENOA PROPERTY OWNERS
ASSOCIATION, INC.**


Witness

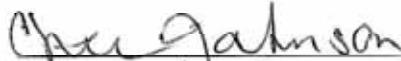

By: President
Its: Serenoa POA

Exhibit A: Bulletin Board Specifications

Exhibit B: Location of License Property



Exhibit A
Bulletin Board Specifications

The parties agree that the Bulletin Board shall generally conform to, and shall not be larger than, the following specifications:

Standing 36 x 48 Outdoor Cork Message Center Product Details

- Standing Outdoor Message Center 48" Wide x 36" High
- Information Display Board Cabinet
- Exterior Outdoor Cork Board Message Center 36" x 48"
- Two (2) posts, with post dimensions: 4" x 4" x 120", bolts to side of cabinet
- Locking Message Display Board
- ¾" wide main frame
- 1 ½" wide door frame
- 5 ½" exterior depth
- 3 ¾" interior depth
- 8 ½" rain cover depth

The parties agree that the Bulletin Board posts shall be secured at least three (3) feet directly into the ground for proper support in accordance with the product specifications.

Exhibit B
Location of License Property

The Bulletin Board may be constructed at the common mailboxes located on Goldcrest Loop at Serenoa Village 1 Phase 1B-1 TR-13:

