

**NEW RIVER
COMMUNITY DEVELOPMENT
DISTRICT**

MAY 19, 2022

AGENDA PACKAGE



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

New River Community Development District

Inframark, Infrastructure Management Services
210 North University Drive, Suite 702 • Coral Springs, Florida 33071
Telephone: (954) 603-0033 • Fax: (954) 345-1292

May 12, 2022

Board of Supervisors
New River Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the New River Community Development District is scheduled for Thursday, May 19, 2022 at 1:30 p.m. at the New River Amenity Center, 5227 Autumn

Ridge Drive, Wesley Chapel, Florida. Following is the meeting agenda:

- 1. Call to Order/Roll Call**
- 2. Audience Comments on Agenda Items**
- 3. Consent Agenda**
 - A. Financials Dated April 2022
- 4. Staff Reports**
 - A. District Engineer
 - i. Asphalt Repairs Proposal
 - B. District Counsel
 - i. Avalon Park West CDD – Real Estate Conveyances and Maintenance Agreements
 - ii. Avalon Park West Phases 1A, 1B & Amenity Center/SWFWMD Transfer to O&M
 - C. Landscape & Irrigation Maintenance
 - D. Aquatic Maintenance
 - E. District Manager
 - i. Avalon Park West Cost Share Agreement Invoices
 - ii. Amenity Center Fees
 - iii. Presentation of Proposed Fiscal Year 2023 Budget and Consideration of Resolution 2022-03, Approving the Budget and Setting the Public Hearing
 - iv. Number of Registered Voters - 829
- 5. Old Business**
- 6. New Business**
- 7. Supervisors' Requests**
- 8. Adjournment**

Any supporting material for the items listed above not included in the agenda package will be provided as soon as they are available, or they will be distributed at the meeting. I look forward to seeing you at the meeting, but in the meantime if you have any questions, please contact me.

Sincerely,

Mark Vega

Mark Vega
District Manager

cc: Vivek Babbar
Tonja Stewart

Third Order of Business

3A.

**New River
Community Development District**

Financial Report

April 30, 2022

Prepared by



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**New River
Community Development District**

Financial Statements

(Unaudited)

April 30, 2022

Balance Sheet
April 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2010 A-2 DEBT SERVICE FUND	SERIES 2020 A-1 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 298,005	\$ -	\$ -	\$ 298,005
Assessments Receivable - District Collected	1,694	456,905	-	458,599
Due From Other Funds	-	67,655	1,356	69,011
Investments:				
Money Market Account	450,000	-	-	450,000
Interest Fund (A-2)	-	215,481	-	215,481
Interest Fund (B-2)	-	143,063	-	143,063
Prepayment Fund (A-2)	-	1,694	-	1,694
Prepayment Fund (B-2)	-	1,236	-	1,236
Remedial Indenture (A-2)	-	92,488	-	92,488
Reserve Fund (A-2)	-	149,582	-	149,582
Reserve Fund (B-2)	-	18,597	-	18,597
Revenue Fund (A-1)	-	-	55,572	55,572
Revenue Fund (A-2)	-	1	-	1
Senior Interest Fund (A-1)	-	-	44,013	44,013
Senior Reserve Fund (A-1)	-	-	99,381	99,381
Senior Sinking Fund (A-1)	-	-	110,000	110,000
Sinking Fund (A-2)	-	265,000	-	265,000
Subordinate Reserve Fund (A-1)	-	-	9,994	9,994
Subordinate Sinking Fund(A-1)	-	-	10,000	10,000
Subordinate Interest Fund (A-1)	-	-	3,950	3,950
Subordinate Prepayment Fund (A-1)	-	-	15,000	15,000
Prepaid Items	2,335	-	-	2,335
Deposits	5,250	-	-	5,250
TOTAL ASSETS	\$ 757,284	\$ 1,411,702	\$ 349,266	\$ 2,518,252
<u>LIABILITIES</u>				
Accounts Payable	\$ 398	\$ -	\$ -	\$ 398
Accrued Expenses	7,040	-	-	7,040
Deferred Revenue	-	373,167	-	373,167
Due To Other Funds	69,011	-	-	69,011
TOTAL LIABILITIES	76,449	373,167	-	449,616
<u>FUND BALANCES</u>				
 Nonspendable:				
Prepaid Items	2,335	-	-	2,335
Deposits	5,250	-	-	5,250
 Restricted for:				
Debt Service	-	1,038,535	349,266	1,387,801
 Unassigned:				
	673,250	-	-	673,250
TOTAL FUND BALANCES	\$ 680,835	\$ 1,038,535	\$ 349,266	\$ 2,068,636
TOTAL LIABILITIES & FUND BALANCES	\$ 757,284	\$ 1,411,702	\$ 349,266	\$ 2,518,252

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
Room Rentals	-	2,141	0.00%	925
Interest - Tax Collector	-	1	0.00%	1
Special Assmnts- Tax Collector	637,199	634,551	99.58%	584
Special Assmnts- CDD Collected	131,497	98,623	75.00%	-
Special Assmnts- Discounts	(25,489)	(24,520)	96.20%	-
Other Miscellaneous Revenues	-	933	0.00%	89
TOTAL REVENUES	743,207	711,729	95.76%	1,599
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	6,000	2,400	40.00%	-
FICA Taxes	-	184	0.00%	-
ProfServ-Arbitrage Rebate	1,200	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Engineering	5,000	2,797	55.94%	-
ProfServ-Legal Services	15,000	7,050	47.00%	-
ProfServ-Mgmt Consulting	36,845	21,493	58.33%	3,070
ProfServ-Trustee Fees	11,000	12,949	117.72%	-
ProfServ-E-mail Maintenance	1,076	628	58.36%	90
Auditing Services	6,500	500	7.69%	500
Contract-Website Hosting	1,579	10	0.63%	-
Miscellaneous Mailings	2,400	492	20.50%	24
Public Officials Insurance	2,820	-	0.00%	-
Legal Advertising	2,000	310	15.50%	-
Misc-Property Taxes	550	-	0.00%	-
Misc-Assessment Collection Cost	12,744	12,201	95.74%	12
Tax Collector/Property Appraiser Fees	150	89	59.33%	89
Amenity Center Cost Share	50,000	-	0.00%	-
Dues, Licenses, Subscriptions	325	175	53.85%	-
Total Administration	160,189	61,278	38.25%	3,785
<u>Electric Utility Services</u>				
Utility - Irrigation	3,500	870	24.86%	127
Street Lights	45,084	15,955	35.39%	283
Total Electric Utility Services	48,584	16,825	34.63%	410
<u>Garbage/Solid Waste Services</u>				
Solid Waste Assessment	335	-	0.00%	-
Total Garbage/Solid Waste Services	335	-	0.00%	-
<u>Water-Sewer Comb Services</u>				
Utility Services	22,250	10,375	46.63%	1,500
Total Water-Sewer Comb Services	22,250	10,375	46.63%	1,500

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
<u>Stormwater Control</u>				
Stormwater Assessment	250	511	204.40%	-
Conservation & Wetlands	8,500	5,984	70.40%	-
Aquatic Maintenance	17,500	5,425	31.00%	775
Total Stormwater Control	26,250	11,920	45.41%	775
<u>Other Physical Environment</u>				
Insurance - Property	7,500	8,552	114.03%	-
Insurance - General Liability	4,000	598	14.95%	100
R&M-Well Maintenance	2,500	-	0.00%	-
Landscape Maintenance	150,000	111,434	74.29%	13,527
Landscape Replacement	40,000	25,201	63.00%	-
Irrigation Repairs & Replacement	9,500	29,898	314.72%	995
Holiday Decoration	2,500	-	0.00%	-
Utility Deposit Bond	2,000	-	0.00%	-
Reserve	109,200	-	0.00%	-
Total Other Physical Environment	327,200	175,683	53.69%	14,622
<u>Contingency</u>				
Misc-Contingency	25,000	255	1.02%	-
Cap Outlay - Vehicles	-	8,897	0.00%	-
Total Contingency	25,000	9,152	36.61%	-
<u>Road and Street Facilities</u>				
Pressure Cleaning	13,500	-	0.00%	-
R&M-Sidewalks	1,500	-	0.00%	-
R&M-Street Signs	1,500	-	0.00%	-
Roadway Repair & Maintenance	5,000	-	0.00%	-
Total Road and Street Facilities	21,500	-	0.00%	-
<u>Parks and Recreation - General</u>				
Payroll-Salaries	34,074	21,481	63.04%	-
Clubhouse - Facility Janitorial Service	3,000	1,875	62.50%	-
Pest Control	425	230	54.12%	-
Contracts-Pools	10,200	5,950	58.33%	850
Telephone/Fax/Internet Services	2,100	1,614	76.86%	171
Utility - Recreation Facilities	6,600	3,622	54.88%	579
Utility - Fountains	3,750	292	7.79%	42
R&M-Clubhouse	10,000	12,743	127.43%	-
R&M-Fountain	5,000	-	0.00%	-
R&M-Parking Lots	1,500	-	0.00%	-
R&M-Pools	2,500	490	19.60%	-
Athletic/Park Court/Field Repairs	1,500	-	0.00%	-
Amenity Maintenance & Repairs	5,000	843	16.86%	-
Facility A/C & Heating Maintenance & Repair	1,500	-	0.00%	-
Security System Monitoring & Maint.	2,500	-	0.00%	-

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
Garbage Collection	10,000	178	1.78%	-
Entry & Walls Maintenance	2,000	237	11.85%	-
Access Control Maintenance & Repair	2,500	2,876	115.04%	608
Miscellaneous Expenses	1,500	3,078	205.20%	143
Office Supplies	250	-	0.00%	-
Clubhouse - Facility Janitorial Supplies	400	30	7.50%	-
Facility Supplies	1,000	14	1.40%	-
Dog Waste Station Service & Supplies	4,100	185	4.51%	-
Pool Permits	500	-	0.00%	-
Total Parks and Recreation - General	111,899	55,738	49.81%	2,393
TOTAL EXPENDITURES	743,207	340,971	45.88%	23,485
Excess (deficiency) of revenues				
Over (under) expenditures	-	370,758	0.00%	(21,886)
Net change in fund balance	\$ -	\$ 370,758	0.00%	\$ (21,886)
FUND BALANCE, BEGINNING (OCT 1, 2021)	310,077	310,077		
FUND BALANCE, ENDING	\$ 310,077	\$ 680,835		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 13	0.00%	\$ 3
Special Assmnts- Tax Collector	230,014	229,058	99.58%	211
Special Assmnts- CDD Collected	1,097,398	448,268	40.85%	448,268
Special Assmnts- Discounts	(9,201)	(8,851)	96.20%	-
TOTAL REVENUES	1,318,211	668,488	50.71%	448,482
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,600	4,404	95.74%	4
Total Administration	4,600	4,404	95.74%	4
Debt Service				
Principal Debt Retirement	265,000	-	0.00%	-
Interest Expense	717,088	358,544	50.00%	-
Total Debt Service	982,088	358,544	36.51%	-
TOTAL EXPENDITURES	986,688	362,948	36.78%	4
Excess (deficiency) of revenues				
Over (under) expenditures	331,523	305,540	92.16%	448,478
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	331,523	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	331,523	-	0.00%	-
Net change in fund balance	\$ 331,523	\$ 305,540	92.16%	\$ 448,478
FUND BALANCE, BEGINNING (OCT 1, 2021)	732,995	732,995		
FUND BALANCE, ENDING	\$ 1,064,518	\$ 1,038,535		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	APR-22 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 9	0.00%	\$ 2
Special Assmnts- Tax Collector	238,146	237,157	99.58%	218
Special Assmnts- Prepayment	-	10,719	0.00%	-
Special Assmnts- Discounts	(9,525)	(9,164)	96.21%	-
TOTAL REVENUES	228,621	238,721	104.42%	220
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	4,763	4,560	95.74%	4
Total Administration	4,763	4,560	95.74%	4
Debt Service				
Principal Debt Retirement	120,000	-	0.00%	-
Interest Expense	96,125	47,963	49.90%	-
Total Debt Service	216,125	47,963	22.19%	-
TOTAL EXPENDITURES	220,888	52,523	23.78%	4
Excess (deficiency) of revenues				
Over (under) expenditures	7,733	186,198	2407.84%	216
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	7,733	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	7,733	-	0.00%	-
Net change in fund balance	\$ 7,733	\$ 186,198	2407.84%	\$ 216
FUND BALANCE, BEGINNING (OCT 1, 2021)	163,068	163,068		
FUND BALANCE, ENDING	\$ 170,801	\$ 349,266		

**New River
Community Development District**

Supporting Schedules

April 30, 2022

New River

Community Development District

Monthly Collection Report
For the Fiscal Year Ending September 30, 2022

					ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund	Series 2010 A-2 Debt Service Fund	Series 2020 A-1 Debt Service Fund
Assessments Levied FY22				\$ 1,105,360	\$ 637,199	\$ 230,014	\$ 238,147
Allocation %				78%	58%	21%	22%
11/12/21	\$ 3,035	\$ 172	\$ 62	\$ 3,269	\$ 1,884	\$ 680	\$ 704
11/18/21	\$ 28,211	\$ 1,199	\$ 576	\$ 29,987	\$ 17,286	\$ 6,240	\$ 6,461
11/24/21	\$ 14,245	\$ 606	\$ 291	\$ 15,141	\$ 8,728	\$ 3,151	\$ 3,262
12/07/21	\$ 749,379	\$ 31,861	\$ 15,293	\$ 796,534	\$ 459,172	\$ 165,750	\$ 171,611
12/14/21	\$ 25,257	\$ 1,040	\$ 515	\$ 26,812	\$ 15,456	\$ 5,579	\$ 5,777
12/20/21	\$ 103,978	\$ 4,334	\$ 2,122	\$ 110,434	\$ 63,661	\$ 22,980	\$ 23,793
01/06/22	\$ 95,257	\$ 3,006	\$ 1,944	\$ 100,206	\$ 57,765	\$ 20,852	\$ 21,589
02/08/22	\$ 11,413	\$ 263	\$ 233	\$ 11,909	\$ 6,865	\$ 2,478	\$ 2,566
03/09/22	\$ 5,299	\$ 55	\$ 108	\$ 5,461	\$ 3,148	\$ 1,136	\$ 1,177
04/08/22	\$ 993	\$ -	\$ 20	\$ 1,014	\$ 584	\$ 211	\$ 218
TOTAL	\$ 1,037,067	\$ 42,535	\$ 21,165	\$ 1,100,767	\$ 634,551	\$ 229,058	\$ 237,157
% COLLECTED					100%	100%	100%
TOTAL OUTSTANDING					\$ 4,593	\$ 956	\$ 990

Cash and Investment Report

April 30, 2022

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating New	Bank United	-	298,005
Money Market Account - Operating New	Valley Bank	0.25%	450,000
			748,005
DEBT SERVICE FUNDS			
Series 2010 Interest Fund A-2	US Bank	0.02%	215,481
Series 2010 Interest Fund B-2	US Bank	0.02%	143,063
Series 2010 Prepayment Fund A-2	US Bank	0.02%	1,694
Series 2010 Prepayment Fund B-2	US Bank	0.02%	1,236
Series 2010 Remedial Indenture A-2	US Bank	0.02%	92,488
Series 2010 Reserve Fund A-1	US Bank	0.02%	149,582
Series 2010 Reserve Fund B-2	US Bank	0.02%	18,597
Series 2010 Revenue Fund A-2	US Bank	0.02%	1
Series 2010 Sinking Fund A-2	US Bank	0.02%	265,000
	Subtotal Fund 201		887,142
Series 2020 Revenue Fund A-1	US Bank	0.02%	55,572
Series 2020 Senior Interest Fund A-1	US Bank	0.02%	44,013
Series 2020 Senior Reserve Fund A-1	US Bank	0.02%	99,381
Series 2020 Senior Sinking Fund A-1	US Bank	0.02%	110,000
Series 2020 Sub Reserve Fund A-1	US Bank	0.02%	9,994
Series 2020 Sub Sinking Fund A-1	US Bank	0.02%	10,000
Series 2020 Sub Interest Fund A-1	US Bank	0.02%	3,950
Series 2020 Sub Prepayment Fund A-1	US Bank	0.02%	15,000
	Subtotal Fund 202		347,910
	Subtotal DS		1,235,052
	Total		1,983,057

New River CDD

Bank Reconciliation

Bank Account No. 6620 Bank United Checking
Statement No. 04-22
Statement Date 4/30/2022

G/L Balance (LCY)	298,004.94	Statement Balance	311,273.41
G/L Balance	298,004.94	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	311,273.41
Subtotal	298,004.94	Outstanding Checks	13,268.47
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	298,004.94	Ending Balance	298,004.94
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
5/18/2021	Payment	2017	RIZZETTA AMENITY SERVICES, INC	1,137.34	0.00	1,137.34
5/19/2021	Payment	2021	RIZZETTA AMENITY SERVICES, INC	245.43	0.00	245.43
9/1/2021	Payment	DD238	Payment of Invoice 000187	3,624.49	0.00	3,624.49
11/19/2021	Payment	DD252	Payment of Invoice 000271	3,789.43	0.00	3,789.43
4/20/2022	Payment	2195	DCSI INC	378.00	0.00	378.00
4/20/2022	Payment	2196	MIKE FASANO, PASCO COUNTY TAX	88.58	0.00	88.58
4/29/2022	Payment	2199	INFRAMARK, LLC	3,093.97	0.00	3,093.97
4/29/2022	Payment	2200	SR LANDSCAPING LLC	911.23	0.00	911.23
Total Outstanding Checks.....				13,268.47		13,268.47

New River
Community Development District

Check Register

4/1/2022 - 4/30/2022

NEW RIVER

Community Development District

Payment Register by Fund
For the Period from 04/01/22 to 04/30/22
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	2187	04/04/22	ALL DONE SERVICES, INC	228	CLEANING SERVICE- MARCH 2022	Clubhouse - Facility Janitorial Service	531131-57201	\$275.00
001	2188	04/04/22	AP HOME SOLUTIONS	INV-20221502	MISC MAINTENANCE & REPAIRS	Miscellaneous Expenses	549999-57201	\$1,175.00
001	2189	04/08/22	COMPLETE I.T.	8450	Email Support/Accounts	ProfServ-E-mail Maintenance	531096-51301	\$89.70
001	2190	04/08/22	DCSI INC	29498	CHECKED INTERNET/ACCESS SYS/DVR/ROUTER	Access Control Maintenance & Repair	546998-57201	\$230.00
001	2191	04/08/22	GRAU & ASSOCIATES	22319	AUDIT FYE 9/30/21	Auditing Services	532002-51301	\$500.00
001	2192	04/08/22	HOMETEAM PEST DEFENSE, INC	83342319	Pest Control Services	Pest Control	531170-57201	\$104.50
001	2193	04/08/22	SR LANDSCAPING LLC	4900	Monthly Inspection- Irrigation	Irrigation Repairs & Replacem.	546932-53908	\$1,613.95
001	2193	04/08/22	SR LANDSCAPING LLC	5100	Landscape Maintenance April 2022	Landscape Maintenance	546300-53908	\$13,526.58
001	2194	04/08/22	SUNCOAST POOL SERVICE	8178	POOL MAINTENANCE 4/2022	Contracts-Pools	534078-57201	\$850.00
001	2195	04/20/22	DCSI INC	29513	ACCESS SYSTEM SERVICES	Access Control Maintenance & Repair	546998-57201	\$378.00
001	2196	04/20/22	MIKE FASANO, PASCO COUNTY TAX COLLECTOR	2021-0090	2021 REAL ESTATE TAX COLLECTION	Tax Collector/Property Appraiser Fees	549114-51301	\$88.58
001	2197	04/20/22	SOLITUDE LAKE MANAGEMENT LLC	PI-A00787303	4/2022 LAKE & POND MGMT	Aquatic Maintenance	546995-53805	\$775.00
001	2199	04/29/22	INFRAMARK, LLC	76505		ProfServ-Mgmt Consulting Serv	531027-51201	\$3,070.42
001	2199	04/29/22	INFRAMARK, LLC	76505		Miscellaneous Mailings	541030-51301	\$14.54
001	2199	04/29/22	INFRAMARK, LLC	76505		Miscellaneous Mailings	541030-51301	\$9.01
001	2200	04/29/22	SR LANDSCAPING LLC	5214	IRRIGATION REPAIR	Irrigation Repairs & Replacem.	546932-53908	\$911.23
001	DD278	04/10/22	FRONTIER ACH	031322-22105 ACH	LOCAL INTERNET SERVICE 3/13/22 - 4/12/22	Telephone/Fax/Internet Services	541009-57201	\$170.98
001	DD279	04/10/22	PASCO COUNTY UTILITIES SERVICES	03242022 ACH	Service 2/11/22-3/14/22	Utility Services	543063-53601	\$1,735.93
001	DD280	04/25/22	THE HARTFORD	040722-38171 ACH	SURETY INSURANCE - RENEWAL FEE	Insurance - General Liability	545002-53908	\$100.00
001	DD284	04/22/22	WITHLACOOCHEE RIVER ELECTRIC	04112022 ACH	SERVICE 3/4 - 4/6/22	Street Lights	543057-53100	\$3,187.22
001	DD284	04/22/22	WITHLACOOCHEE RIVER ELECTRIC	04112022 ACH	SERVICE 3/4 - 4/6/22	Utility - Irrigation	543014-53100	\$123.54
001	DD284	04/22/22	WITHLACOOCHEE RIVER ELECTRIC	04112022 ACH	SERVICE 3/4 - 4/6/22	Utility - Recreation Facilities	543079-57201	\$578.94
001	DD284	04/22/22	WITHLACOOCHEE RIVER ELECTRIC	04112022 ACH	SERVICE 3/4 - 4/6/22	Utility - Fountains	543085-57201	\$41.74
Fund Total								\$29,549.86

SERIES 2010 A-2 DEBT SERVICE FUND - 201

201	2198	04/22/22	NEW RIVER-C/O U.S BANK N.A.	041822	TRSF OF TAX RECEIPTS (SERIES 2010 A-2)	Due from Other Funds	131000	\$265,985.13
Fund Total								\$265,985.13

Total Checks Paid	\$295,534.99
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Fourth Order of Business

4Ai



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233101

Contact

Tonja Stewart

Phone: 813 426-4916

tonja.stewart@stantec.com

Customer

New River CDD

% Inframark

210 N. University Drive Suite 702

Coral Springs, Florida 33071

Job

New River

5232 Suncatcher Drive

Wesley Chapel, Florida 33545

PROPERTY IMPROVEMENTS

Asphalt Repairs

Mill 1.5", Pave 1.5" of New SP-9.5 Asphalt

14,517 square feet / 1,613 square yards

Scope of Work:

1. Secure job site with cones and barricades for resident and crew safety.
2. Saw cut and/or mill and remove 6 areas of damaged asphalt totaling approximately 1,613 square yards.
3. Haul millings from the job site.
4. Power sweep and clean the entire milled area.
5. Pre-base all low areas with asphalt and tack where necessary.
6. Pave using type SP-9.5 hot mix asphalt compacted to 1.5" in 6 areas totaling approximately 1,613 square yards.
7. Roll and compact with steel drum and rubber tire traffic rollers for a smooth finish.

Labor and Materials - \$39,677.00



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

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Coral Springs, Florida 33071

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New River

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Wesley Chapel, Florida 33545

PROPERTY IMPROVEMENTS

Notes:

*DUE TO THE CRITICAL NATURE OF ESCALATING MATERIAL COSTS, MATERIAL PRICES ARE SUBJECT TO POTENTIAL MONTHLY, WEEKLY OR DAILY CHANGES. SHOULD THIS SITUATION ARISE, APEX WILL PROVIDE DOCUMENTATION OF MATERIAL ADJUSTMENT(S). A BILLABLE CHANGE ORDER MAY BE REQUIRED DUE TO THESE CHANGES.

*WORK TO BE DONE IN ONE MOBILIZATION, WHICH COVERS THE DURATION AND COMPLETION OF THE PROJECT. IF ADDITIONAL MOBILIZATIONS ARE REQUESTED BY THE CUSTOMER, THE ADDITIONAL MOBILIZATIONS WILL BE AN EXTRA CHARGE.

*WORK TO BE DONE ON WEEKDAYS OR WEEKENDS DURING DAYLIGHT HOURS.

*APEX IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES TO INCLUDE PUBLIC UTILITIES AND PRIVATE UTILITIES SUCH AS, BUT NOT LIMITED TO, IRRIGATION, PHONE AND CABLE LINES. ANY ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPES OF ITEMS, WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.

*PROPOSAL DOES NOT INCLUDE TESTING, LANE CLOSURE, M.O.T, THERMOPLASTIC PAINT, IMPACT FEES, SURVEYING, AS-BUILTS, SHOP DRAWINGS AND ENGINEERING. ANY ADDITIONAL WORK REQUIRED BY ANY ADDITIONAL ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.

*ASPHALT MILLING WILL CAUSE DUST TO ACCUMULATE IN THE AIR AND WIND MAY CAUSE THE DUST TO SETTLE ON NEARBY CARS AND BUILDING STRUCTURES.

*APEX CANNOT BE HELD RESPONSIBLE FOR REFLECTIVE CRACKING OF ASPHALT DUE TO EXISTING CRACKS.

*NEW ASPHALT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED.

*THIS CONTRACTOR CANNOT BE RESPONSIBLE FOR POWER STEERING MARKS TO THE NEW ASPHALT.

*THE ASPHALT IN THIS PROPOSAL IS RECYCLED MIX AT 110 LB. YIELD, UNLESS OTHERWISE NOTED.



April 5, 2022

Proposal #2233101

Contact

Tonja Stewart

Phone: 813 426-4916

tonja.stewart@stantec.com

Customer

New River CDD

% Inframark

210 N. University Drive Suite 702

Coral Springs, Florida 33071

Job

New River

5232 Suncatcher Drive

Wesley Chapel, Florida 33545

PROPERTY IMPROVEMENTS

Notes Continued:

*IF PROBLEMS WITH THE BASE ARE DISCOVERED DURING ASPHALT REMOVAL AND PAVING OPERATIONS, E.G. INSUFFICIENT BASE, CONTAMINATED BASE, WATER SATURATED BASE UNDERGROUND WATER, AND /OR CLAY IN THE SUBGRADE, ETC. IT WILL BE BROUGHT TO MANAGEMENT'S ATTENTION FOR A CHANGE ORDER BEFORE WORK PROCEEDS.

*DUE TO THE NATURE AND SCOPE OF THE WORK, THE LOCATION OF THIS WORK, THE MATERIAL, TRUCKING AND EQUIPMENT NECESSARY TO PERFORM THIS WORK, APEX MAY CAUSE SCUFFING AND ADVERSELY AFFECT THE AESTHETICS OF THE PAVEMENT IN AND AROUND THE WORK AREAS. ALTHOUGH EVERY EFFORT WILL BE MADE TO MINIMIZE ANY AND ALL AFFECTS, APEX CANNOT GUARANTEE AGAINST THEM. ADDITIONAL WORK REQUIRED BY ANY OF THESE TYPE OF ITEMS WILL BE AN EXTRA COST TO BE PAID BY THE CUSTOMER.

*IT IS THE CUSTOMER'S RESPONSIBILITY TO HAVE A TOWING COMPANY ON SITE AND AVAILABLE FOR TOWING VEHICLES OBSTRUCTING THE JOB SITE. IF VEHICLES CANNOT BE MOVED IN A TIMELY MANNER, WE WILL NEED TO RESCHEDULE THE WORK AND A CHANGE ORDER WILL BE REQUIRED FOR THE ADDITIONAL MOBILIZATION.

*BARRICADES WILL BE PROVIDED TO CLOSE OFF WORK AREAS. THIS CONTRACTOR IS NOT RESPONSIBLE FOR PERSONS ENTERING AREAS CLOSED OFF WITH BARRICADES, DAMAGE TO PROPERTY OR INJURY TO PERSONS ENTERING THE AREA.

*PERMIT FEES AND PROCUREMENT FEES ARE NOT INCLUDED. THE COST OF THE PERMIT, IF REQUIRED, AND ALL COSTS ASSOCIATED WITH OBTAINING A PERMIT AND ANY ADDITIONAL WORK, TESTING OR INSPECTIONS REQUIRED BY THE PERMIT, WILL BE AN EXTRA COST THAT SHALL BE PAID BY THE CUSTOMER.

*MATERIAL AND WORKMANSHIP ARE GUARANTEED FOR 12 MONTHS.



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

April 5, 2022

Proposal #2233101

Contact

Tonja Stewart

Phone: 813 426-4916

tonja.stewart@stantec.com

Customer

New River CDD

% Inframark

210 N. University Drive Suite 702

Coral Springs, Florida 33071

Job

New River

5232 Suncatcher Drive

Wesley Chapel, Florida 33545

PROPERTY IMPROVEMENTS

Customer Billing Information

Thank you for choosing APEX Asphalt & Concrete Services. To ensure we contact the correct person for any billing correspondence and questions, please fill out the Billing Contact Information below and send back with your signed proposal. We look forward to working with you.

The terms of your contract are:

- Terms: 30% Deposit Prior to Commencement, 60% Upon Substantial Completion and 10% Net 30 Days
- If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

Acceptance of Terms - Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Bill To Name and Address:

Job Site Name and Address:

Billing Contact Information:

Billing Phone Number:

Email Address:

APEX Authorized Signature Richard Ostrander

Customer's Authorized Signature _____

Date of Acceptance _____



April 5, 2022

Proposal #2233101

Contact

Tonja Stewart

Phone: 813 426-4916

tonja.stewart@stantec.com

Customer

New River CDD

% Inframark

210 N. University Drive Suite 702

Coral Springs, Florida 33071

Job

New River

5232 Suncatcher Drive

Wesley Chapel, Florida 33545

PROPERTY IMPROVEMENTS

Terms: 30% Deposit Prior to Commencement, 60% Upon Substantial Completion and 10% Net 30 Days

If Paying by ACH Payment, the ACH Fees Will Be Added to the Invoiced Amount Due

APEX Authorized Signature *Richard Ostrander*

Richard Ostrander

Cell: 813 420-7457 rostrander@apxservices.net

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All payments later than 30 days after the due date shall bear interest at 18% per annum.

Date of Acceptance _____

Customer's Authorized Signature _____

Terms and Condition: Payment is due in full upon project completion unless prior arrangements have been made in advance. If any legal action arises out of this agreement or breach thereof, the customer will be responsible for all attorney fees and incurred late fees. Any alteration or deviation from the above specifications involving extra costs of material or labor will be an additional charge outside the scope listed in this proposal. Sprinkler systems on the property are to be off for the duration of the project. Customer assumes responsibility for removing all vehicles from the area outlined above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or authorized deviation from the original specifications, involving extra costs, to be executed only upon receiving written change orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, weather or delay beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers Compensation Insurance. Due to the unpredictable movement of material and production costs, this proposal is good for 30 days from the proposal date, after which prices are subject to change to accommodate current industry pricing.

Proposal Amount \$39,677.00



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY





APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

Addresses and Sizes

#1 - 5232 Suncatcher Drive - 23x94

#2 - 5224 Suncatcher Drive - 2x2

#3 - 5309 Autumn Ridge Drive - 23x41

#4 - 5029 Suncatcher Drive - 23x86

#5 - 5149 Suncatcher Drive - 23x301

#6 - 32634 Harmony Oaks Drive - 23x109



APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

Area #1 Photo



#2





APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

#3



#4





APEX ASPHALT & CONCRETE SERVICES
TRUST & QUALITY

#5



#6



4Bi.

From: Jere Earlywine <jere@kelawgroup.com>

Sent: Sunday, May 1, 2022 11:18 AM

To: Ashley Ligas <ashley@kelawgroup.com>; Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (<MaryMoulton@forestar.com>); Cindy Cerbone <cerbonec@whhassociates.com>; Christian Cotter <ChristianCotter@forestar.com>; Ross Halle <rossh@avalonparkgroup.com>; Vega, Mark <mark.vega@inframark.com>; Vivek Babbar <VBabbar@srvlegal.com>

Cc: gillyardd@whhassociates.com; Katie Ibarra <katie@kelawgroup.com>; J. Wayne Crosby (<jwc@brickstreetlaw.com>); Rachel Spencer <rachels@kelawgroup.com>

Subject: RE: Avalon Park West CDD - Real Estate Conveyances AND Maintenance Agreements

BOARD SUPERVISORS, TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT REPLY TO ALL TO THIS EMAIL – INSTEAD, PLEASE DIRECT ANY COMMENTS TO DISTRICT STAFF ONLY

All, see attached redlines of the various documents, as well as a new assignment of plat rights for Tract B-3. Let me know of any further changes. Otherwise, I'll ask the parties to have these executed. I've highlighted below in **GREEN** the remaining open items.

Jere

PS Rachel, please save to ND over any existing versions

From: Jere Earlywine <jere@kelawgroup.com>

Sent: Sunday, May 1, 2022 10:41 AM

To: Ashley Ligas <ashley@kelawgroup.com>; Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (<MaryMoulton@forestar.com>); Cindy Cerbone <cerbonec@whhassociates.com>; Christian Cotter <ChristianCotter@forestar.com>; Ross Halle <rossh@avalonparkgroup.com>; Vega, Mark <mark.vega@inframark.com>; Vivek Babbar <VBabbar@srvlegal.com>

Cc: gillyardd@whhassociates.com; Katie Ibarra <katie@kelawgroup.com>; J. Wayne Crosby (<jwc@brickstreetlaw.com>)

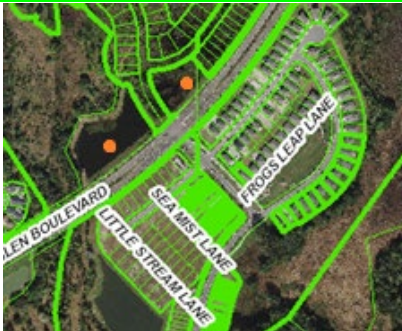
Subject: RE: Avalon Park West CDD - Real Estate Conveyances AND Maintenance Agreements

BOARD SUPERVISORS, TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT REPLY TO ALL TO THIS EMAIL – INSTEAD, PLEASE DIRECT ANY COMMENTS TO DISTRICT STAFF ONLY

All, sorry for the prior, partial email (I managed to hit CTRL-S and the message sent with my notes in it – oof). Anyway, we had a good call with the New River staff this past week regarding the Avalon Park West conveyance items. Mark and Vivek had a few good suggestions as follows:

- The B-3 tract, which is the conservation area just outside of the part of the Avalon Park neighborhood that is outside APW CDD, could be given by Forestar directly to the APW HOA, rather than New River. It's platted to go to New River, but because it's not a roadway, there's probably not a lot of harm in giving it directly to the APW HOA with an assignment of plat rights. I'm reluctant to do that with the road (Tract A1-A) that is within that area because it's platted as a public road to NRCDD and you'd probably have to do a re-plat to make that effective (otherwise you're giving away public rights in a ROW).

- **MY RECOMMENDATION:** I agree with Mark / Vivek on this and would go ahead and directly transfer B-3 to APW HOA, despite the plat language, and then do an assignment of plat rights for Tract B-3.
- New River Staff suggested that I remove the New River drainage easements and side yard easements out of the conveyance instruments, and just let the plat govern those.
 - **MY RECOMMENDATION:** I don't have an issue with the suggestion. Will make that change.
- New River staff suggested that, because residents are coming on the Board this fall, they will want the ponds out front of the amenity and entry to APW CDD transferred in fee title to APW CDD, rather than just easements.
 - **MY RECOMMENDATION:** We've sort of already discussed this, and I'm sorry for not making sure everyone was included on the front end of the discussion. I think the fee title transfer is more complicated and would require a legal description and possibly implicates permit issues, in talking with our engineers. That said, I think let's start with the easements now, given that we're trying to get this done ASAP, and then follow-up with deeds at a later time.
- Mark and I both had questions about the tracts adjacent to the Thistle Field Court entrance to Avalon Park West. On the west side is a pond owned by Sitex, and on the east is a conservation area owned by Forestar with some plantings and monument sign. We need some direction on who wants to be responsible for what.



- The New River CDD Board meets on May 19, and so can authorize any additional changes that we may have.
- We need fully executed versions of the Cost Share Agreement and Restated Interlocal Agreement (see attached). Cindy/Mark, if you can help get these executed, I'd appreciate it.
- As an FYI, Mark said that New River is building a new fitness center next to their pool, which will be accessible to both communities. Thank you Mark and New River for that!

I will go ahead and update the documents per my recommendations above; but please advise as to any different direction and/or the open items above – happy to set a call. Let me know if there are any questions.

Jere

From: Ashley Ligas <ashley@kelawgroup.com>

Sent: Sunday, April 24, 2022 10:19 PM

To: Jere Earlywine <jere@kelawgroup.com>; Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (MaryMoulton@forestar.com) <marymoulton@forestar.com>; Cindy Cerbone <cerbonec@whhassociates.com>; Christian Cotter <ChristianCotter@forestar.com>; Ross Halle <rossh@avalonparkgroup.com>
Cc: gillyardd@whhassociates.com; Katie Ibarra <katie@kelawgroup.com>; J. Wayne Crosby (jwc@brickstreetlaw.com) <jwc@brickstreetlaw.com>

Subject: RE: Avalon Park West CDD - Real Estate Conveyances AND Maintenance Agreements


BOARD SUPERVISORS, TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT REPLY TO ALL TO THIS EMAIL – INSTEAD, PLEASE DIRECT ANY COMMENTS TO DISTRICT STAFF ONLY

Attached please find the real estate conveyance documents and maintenance agreements for APW. The list below outlines the related tracts respective ownership and maintenance entity. We still need a legal description for the ponds in front of the amenity center (see below).

Tonja – please confirm that the tracts are going to the correct entities. We can set a call to discuss if there are questions or concerns.

Tract	Type	Plat Dedication	Deed	Maintenance K
North Phases 1A and 1B				
A-1A	NRCDD ROW	NRCDD	Forestar to NRCDD	n/a
A-1B	APWCDD ROW	APWCDD	Forestar to APWCDD	APWCDD/APWHOA
A-2	APWCDD ROW	APWCDD	Forestar to APWCDD	APWCDD/APWHOA
B-2	APWCDD (Drainage, Landscape, Open)	Reserved for Future to APWCDD	Forestar to APWCDD	APWCDD/APWHOA
B-2A	APWCDD (Drainage, Landscape, Open)	Reserved for Future to APWCDD	Forestar to APWCDD	APWCDD/APWHOA
B-3	NRCDD (Drainage, Landscape, Open)	Reserved for Future to NRCDD	Forestar to NRCDD	NRCDD/APWHOA Easement K
B-4A	HOA (Landscape/Open)	Reserved for Future to APWHOA	Forestar to APWHOA	n/a
B-4B	HOA (Landscape/Open) NRCDD (Drainage/Access Easement)	Reserved for Future to APWHOA	Forestar to APWHOA (Easement to NRCDD)	n/a (Roadway Buffer)
B-4C	HOA (Landscape/Open) APWCDD (Drainage/Access Easement)	Reserved for Future to APWHOA	Forestar to APWHOA (Easement to APWCDD)	APWCDD/APWHOA for Easement

B-5	HOA (Open Space)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-6	APWCDD (Drainage, Landscape, Open)	Reserved for Future to APWCDD	Forestar to APWCDD	APWWhoA
B-6A	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-7	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-8	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-9	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-10A	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
B-10B	HOA (Landscape/Open); APWCDD Drainage and Access Easement	Reserved for Future to APWWhoA	Forestar to APWWhoA (Easement to APWCDD)	APWCDD/APWWhoA for Easement
B-11A	APWCDD (Drainage)	Reserved for Future to APWCDD	Forestar to APWCDD	APWCDD/APWWhoA
B-12C	HOA (Landscape/Open)	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a (Should there be a drainage easement?)
P-1A	HOA Park	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
P-2	HOA Park	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
P-3	HOA Park	Reserved for Future to APWWhoA	Forestar to APWWhoA	n/a
APWCDD (Drainage and Access Easements)	Drainage and Access Easement	APWCDD	Forestar to APWCDD	APWCDD/APWWhoA for Easement
NRCDD (Drainage)	Drainage and Access Easement	NRCDD	Forestar to NRCDD	n/a

and Access Easements)				
(CDD) Side Yard Easements	Side Yard Easement	APWCDD & NRCDD	Forestar to APWCDD & NRCDD	APWCDD/APWHOA Easement
APW Parcel E, Phase 1				
B-2 (Drainage Area)	Drainage and Conservation Area	NRCDD	n/a (NR CDD to retain)	NRCDD/APWHOA Easement for Drainage Area ONLY
Unplatted Ponds in Front of APWCDD Amenity				
Unplatted	Drainage Ponds	n/a	n/a (NR CDD to retain)	NEED LEGAL – Easement from NRCDD to APWHOA
				
Unplatted Pond along River Glen Boulevard Adjacent to Thistle Field Court and B-4A				
Unplatted	Drainage Pond	n/a	NEED LEGAL – Would Deed from Forestar to APWHOA	n/a

Thank you,

Ashley Ligas
Attorney



(727) 742-2246
ashley@kelawgroup.com
 P.O. Box 6386
 Tallahassee, Florida 32314

kelawgroup.com

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From: Jere Earlywine <jere@kelawgroup.com>

Sent: Sunday, April 17, 2022 2:56 PM

To: Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (<MaryMoulton@forestar.com> <marymoulton@forestar.com>); Cindy Cerbone <cerbonec@whhassociates.com>

Cc: gillyardd@whhassociates.com; Katie Ibarra <katie@kelawgroup.com>; Ashley Ligas <ashley@kelawgroup.com>; J. Wayne Crosby (<jwc@brickstreetlaw.com> <jwc@brickstreetlaw.com>)

Subject: RE: Avalon Park West CDD - Real Estate Conveyances AND Maintenance Agreements

All, hope you're having a great holiday weekend. See attached draft real estate documents and maintenance agreements. These still need another round of internal edits, and I have some questions for Cindy (Cindy, I'll call you), but I think we can get this done this week.

Jere

From: Jere Earlywine <jere@kelawgroup.com>

Sent: Thursday, April 14, 2022 1:35 PM

To: Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (<MaryMoulton@forestar.com> <marymoulton@forestar.com>); Cindy Cerbone <cerbonec@whhassociates.com>

Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

All, see attached for our call at 2 today – talk to you soon

Jere

From: Jere Earlywine <jere@kelawgroup.com>

Sent: Sunday, April 10, 2022 8:18 PM

To: Stewart, Tonja <Tonja.Stewart@stantec.com>; Brian Surak <Brian.Surak@clearviewland.com>; Mary E. Moulton (<MaryMoulton@forestar.com> <marymoulton@forestar.com>); Cindy Cerbone <cerbonec@whhassociates.com>

Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Tonja, per our discussion from Friday, let's have a quick call later this week to review the plan – I'll send an invite momentarily

Jere

From: Stewart, Tonja <Tonja.Stewart@stantec.com>
Sent: Friday, April 8, 2022 10:31 AM
To: Jere Earlywine <jere@kelawgroup.com>; 'Vivek K. Babbar' (<VBabbar@srvlegal.com>)
<vbabbar@srvlegal.com>
Cc: Cindy Cerbone <cerbonec@whhassociates.com>; Vega, Mark <mark.vega@inframark.com>; Brian Surak <Brian.Surak@clearviewland.com>
Subject: FW: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

I talked to Brian Surak earlier, and it appears that the more efficient thing to do is to have the developer prepare and record the deeds for the appropriate parties and then the New River CDD and Avalon Park West CDD can administratively transfer each of their improvements, via deed, to operation, which our office can handle for both CDDs.

Tonja

From: Stewart, Tonja
Sent: Sunday, April 3, 2022 3:05 PM
To: Brian Surak <Brian.Surak@clearviewland.com>; Vega, Mark <mark.vega@inframark.com>; Carly Stillwell <Carly.Stillwell@clearviewland.com>; 'Marybel Defillo' <marybeld@avalonparkgroup.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; 'John M Garrity' <JohnGarrity@forestar.com>; Christian Cotter <ChristianCotter@forestar.com>; Vivek Babbar <vbabbar@srvlegal.com>; Cindy Cerbone <cerbonec@whhassociates.com>; Jere Earlywine <jere@kelawgroup.com>
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Brian, I have attached the information that I have reviewed. It appears to me that the Transfer to Operation will need to be split between New River CDD and Avalon Park West CDD, based on the CDD boundaries. It looks like Pond 58 shown on the Maintenance Map will need to be expanded as was constructed as part of the plans. We are also the APW CDD Engineer, and we need to initiate our ownership and maintenance maps too. We can discuss this tomorrow when convenient.

Thanks.

Tonja

From: Brian Surak <Brian.Surak@clearviewland.com>
Sent: Sunday, April 3, 2022 1:40 PM
To: Vega, Mark <mark.vega@inframark.com>; Carly Stillwell <Carly.Stillwell@clearviewland.com>; 'Marybel Defillo' <marybeld@avalonparkgroup.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; 'John M Garrity' <JohnGarrity@forestar.com>; Christian Cotter <ChristianCotter@forestar.com>; Vivek Babbar <vbabbar@srvlegal.com>; Stewart, Tonja <Tonja.Stewart@stantec.com>
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Tonja –

Please let me know if you have any questions on this. Thanks

From: Vega, Mark <mark.vega@inframark.com>
Sent: Thursday, March 31, 2022 2:29 PM
To: Carly Stillwell <Carly.Stillwell@clearviewland.com>; 'Marybel Defillo' <marybeld@avalonparkgroup.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; 'John M Garrity' <JohnGarrity@forestar.com>; Brian Surak <Brian.Surak@clearviewland.com>; Christian Cotter <ChristianCotter@forestar.com>; Vivek Babbar <vbabbar@srvlegal.com>; Tonja Stewart <tonja.stewart@stantec.com> <tonja.stewart@stantec.com>
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

All, I will sign when my district Counsel and District Engineer confirm this for me. Thanks, Mark

From: Carly Stillwell <Carly.Stillwell@clearviewland.com>
Sent: Thursday, March 31, 2022 1:12 PM
To: 'Marybel Defillo' <marybeld@avalonparkgroup.com>; Vega, Mark <mark.vega@inframark.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; 'John M Garrity' <JohnGarrity@forestar.com>; Brian Surak <Brian.Surak@clearviewland.com>; Christian Cotter <ChristianCotter@forestar.com>
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M
Importance: High

WARNING: This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Good Afternoon Mark,

Per the below, please find the SWFWMD Transfer to Operation form attached for your signature.

You will see the name/title, email and phone number were left blank, since I wasn't quite sure at the time who the contact would be. Could you please fill in those blanks and execute the form? I will need a color PDF copy scanned back for our submittal.

Please let me know if you have any questions,

Thank you,

Carly E. Stillwell
CLEARVIEW LAND DESIGN, P.L.
Inspections Coordinator
3010 W. Azeele Street, Suite 150
Tampa, FL 33609
Phone: 813-223-3919



From: Marybel Defillo <marybeld@avalonparkgroup.com>
Sent: Thursday, March 31, 2022 11:53 AM
To: Carly Stillwell <Carly.Stillwell@clearviewland.com>; Christian Cotter <ChristianCotter@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>; mark.vega@inframark.com
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Carly,

I've copied New River CDD District Manager (Mark Vega) on this email.
Please let him know what needs to be done and he will coordinate with the correct individuals.

Thank you,

Marybel



Marybel Defillo

Chief Financial Officer at Avalon Park Group

A 3801 Avalon Park Blvd. East, Ste. 400 Orlando, FL 32828

P [407.658.6565](tel:407.658.6565) Ext. 122

E MarybelD@AvalonParkGroup.com

W <https://www.AvalonParkGroup.com/>



From: Carly Stillwell <Carly.Stillwell@clearviewland.com>
Sent: Thursday, March 31, 2022 11:48 AM
To: Christian Cotter <ChristianCotter@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Marybel Defillo <marybeld@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>

Subject: FW: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M
Importance: High

Good Morning Christian,

I wasn't sure if you were going to be the contact for New River CDD, if you are, could you please fill in the blanks and sign the attached form for us?

Thanks for your help & please let me know if you have any questions.

Carly E. Stillwell

CLEARVIEW LAND DESIGN, P.L.

Inspections Coordinator

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Phone: 813-223-3919



From: Nicole Kopytko <nicolek@avalonparkgroup.com>

Sent: Thursday, March 31, 2022 11:40 AM

To: Carly Stillwell <Carly.Stillwell@clearviewland.com>

Cc: Marybel Defillo <marybeld@avalonparkgroup.com>

Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Hello Carly-

Please find attached the Request for Transfer of Enviro Resource Permit.

Thank you,



Nicole Kopytko

Executive Assistant at Avalon Park Group

A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828

P 407.658.6565 Ext. 110

E NicoleK@AvalonParkGroup.com

W <https://www.AvalonParkGroup.com/>



From: Carly Stillwell <Carly.Stillwell@clearviewland.com>
Sent: Wednesday, March 30, 2022 3:25 PM
To: Marybel Defillo <marybeld@avalonparkgroup.com>; 'Ty Vincent' <TyVincent@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>
Cc: Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>
Subject: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M
Importance: High

Good Afternoon Team,

Please see the attached form that requires your execution. Upon completion, I will need a color PDF copy scanned back to my attention.

Please let me know if anything on the form needs to be revised or if you have any questions.

Th a n k y o u ,

Ca r l y E. Stillwell

CLEARVIEW LAND DESIGN, P.L.

Inspections Coordinator

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Phone: 813-223-3919



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CLEARVIEW LAND DESIGN, P.L.

This communication may come from Clearview Land Design, P.L.

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
(561)571-0010

April __, 2022

Access Residential Management, LLC
d/b/a Access Management
215 Celebration Place, Suite 115
Celebration, Florida 34747

RE: Amended and Restated Field Operations Agreement

Dear _____,

We are writing in connection with that certain *Amended and Restated Field Operations Agreement*, dated August 17, 2021 ("**Agreement**"), and to provide notice of termination of the Agreement pursuant to Section 4.b., which shall be effective _____, 2022 ("**Effective Date**"). We understand that you will be continuing to provide service with respect to District properties, but through a new agreement with the Avalon Park West Homeowner's Association, Inc. To facilitate this transition, please make that new agreement effective as of the Effective Date.

Please let us know if you have any questions, and thank you for your service to the District.

Sincerely,

Cindy Cerbone
District Manager

This instrument was prepared by:

KE LAW GROUP, PLLC
P.O. Box 6386
Tallahassee, Florida 32314

(This space reserved for Clerk)

COST SHARE AGREEMENT FOR AMENITY MANAGER

THIS COST SHARE AGREEMENT FOR AMENITY MANAGER (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, and whose address is c/o Mark Vega, Inframark IMS, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (“**New River**”); and

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, and whose address is c/o Cindy Cerbone, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Avalon Park West**,” together with New River, the “**Districts**”).

RECITALS

WHEREAS, the Districts are both special purpose units of local government established under Chapter 190 of the *Florida Statutes* for the purposes of acquiring, constructing, financing, operating and maintaining public infrastructure improvements; and

WHEREAS, each District provides services in connection with its respective community, which communities are adjacent to one another and located in Pasco County, Florida; and

WHEREAS, each District owns and operates its own individual amenity center, and, to achieve further efficiencies, the Districts desire to, among other things, provide for the sharing of a single on-site contractor to manage the two amenities;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Districts agree as follows:

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

2. SHARED AMENITY MANAGER. Upon execution of this Amendment, Avalon Park West shall enter into an agreement (“**Amenity Manager Agreement**”) with Access Residential Management, LLC d/b/a Access Management (“**Amenity Manager**”) to provide amenity management services for the Amenity Center as well as New River’s amenities (“**New River Amenity**”). The form of the Amenity Manager Agreement shall be as set forth in **Exhibit 1**. Any amendments to the Amenity Manager Agreement shall be subject to New River’s prior review and approval. The Amenity Manager shall split

his or her time between the Amenity Center and New River Amenity on an equal basis. In consideration for Avalon Park West entering into the Amenity Manager Agreement with the Amenity Manager, New River shall pay Avalon Park West fifty-percent of the cost ("**Cost Share Payment**") due to the Amenity Manager under the Amenity Manager Agreement. The Cost Share Payment shall be made on a quarterly basis, with the first payment being made upon execution of the Amenity Manager Agreement.

3. TERMINATION. Either party shall have the right to terminate this Agreement upon sixty days prior written notice to the other party. In the event of termination, Avalon Park West shall have no liability, and New River shall only be liable to Avalon Park West for the Cost Share Payment through the effective date of termination.

4. FILING. Pursuant to Section 163.01(11), *Florida Statutes*, this Agreement shall be filed with the Clerk of the Circuit Court in Pasco County, Florida.

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

6. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

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

9. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

10. 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 telecopied to the parties at the addresses first written 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. 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.

11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

12. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Pasco County, Florida.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided in connection with this Agreement may be considered public records in accordance with Florida law.

14. 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.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

16. 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.

17. 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]

[SIGNATURE PAGE FOR COST SHARE AGREEMENT FOR AMENITY MANAGER]

Executed as of the 22 day of October, 2021.

WITNESSED BY:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: Karina Sanchez Alvarez
 Name: Karina Sanchez Alvarez
 Title: Admin Assistant

By: Jeramy DeBruyne
 Name: Jeramy DeBruyne
 Title: LCam

By: Mark A. Vega
 Name: Mark A. Vega
 Title: New River CDD, Secretary

STATE OF FLA
 COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of Nov, 2021, by Mark Vega, Secretary of the New River Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]

NOTARY PUBLIC, STATE OF Florida

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

(NOTARY SEAL)



[SIGNATURE PAGE FOR COST SHARE AGREEMENT FOR AMENITY MANAGER]

Executed as of the ____ day of _____, 2021.

WITNESSED BY:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____ of the Avalon Park West Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT 1: Amenity Manager Agreement

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303

RESTATED¹ AMENITY CENTER INTERLOCAL AGREEMENT

THIS RESTATED AMENITY CENTER INTERLOCAL AGREEMENT (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

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

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Pasco County, Florida, and whose address is c/o Inframark, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 (**“NR CDD,”** together with APW CDD, the **“Districts”**).

RECITALS

WHEREAS, the Districts were established by ordinances of the Board of County Commissioners in and for Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and are validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, recreation improvements, wetland mitigation, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Districts are located adjacent to one another, and are each responsible for the ownership and operation of certain public improvements; and

WHEREAS, among other improvements, APW CDD owns and operates an amenity clubhouse (**“APW Amenity”**), and NR CDD similarly owns and operates an amenity clubhouse (**“NR Amenity,”** together with the APW Amenity, the **“Amenities”**); and

¹This Agreement supersedes and replaces on a going forward basis that prior agreement between the parties known as the *Amenity Center Interlocal Agreement*, dated June 28, 2018 (**“Prior Agreement”**), and the parties agree that there are no further obligations with respect to the Prior Agreement.

WHEREAS, the Districts have adopted rules and policies governing their respective Amenities, and, among other things, establishing non-resident user rates to allow public access to their respective Amenities; and

WHEREAS, the Districts desire to have their respective residents be able to use, and share, both Amenities without having to pay non-resident user rates, which is fair and reasonable given the reciprocal nature of the agreement; and

WHEREAS, the Districts desire to restate the Prior Agreement on the terms set forth herein, and in order to accomplish a shared usage of the Amenities; and

WHEREAS, the Districts are empowered by section 190.012(1)(g), *Florida Statutes*, and section 163.01, *Florida Statutes*, to enter into interlocal agreements with each other, and this Agreement shall constitute an interlocal agreement; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the Districts agree as follows:

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

2. AMENITY USAGE. The Districts agree that the residents of APW CDD may use the NR Amenity subject to NR CDD's rules and policies, but without paying a non-resident user fee, and, similarly, that the residents of NR CDD may use the APW Amenity, subject to APW CDD's rules and policies, but without paying a non-resident user fee. APW CDD shall be responsible for its own costs and expenses associated with owning, operating and maintaining the APW Amenity, and NR CDD shall be responsible for its own costs and expenses associated with owning, operating and maintaining the NR Amenity.

3. DEFAULT. A default by any party under this Agreement shall entitle the other party only to the remedy of specific performance and to enforce the terms of this Agreement. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

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

5. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, 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 Districts may deliver Notice on behalf of their respective clients. 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.

6. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received 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 the doubtful language will not be interpreted or construed against any other party.

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

8. 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 the parties.

9. ASSIGNMENT. This Agreement may not be assigned by any party without the written consent of the other parties hereto, which consent shall not be unreasonably withheld.

10. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

11. 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.

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

13. TERMINATION. Either party may terminate this Agreement for any or no cause upon sixty (60) days prior written notice to the other party.

14. 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.

15. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

16. EFFECTIVE DATE; RECORDING. This Agreement and the rights conferred herein shall become effective upon execution by the last signing District, and shall be filed and/or recorded in accordance with Chapter 163, *Florida Statutes*.

[THIS SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR RESTATED AMENITY CENTER INTERLOCAL AGREEMENT]

Executed as of the ____ day of _____, 2022.

WITNESSES:

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____ of the Avalon Park West Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR RESTATED AMENITY CENTER INTERLOCAL AGREEMENT]

Executed as of the ____ day of _____, 2022.

WITNESSES:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____ of the New River Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road #410W
Boca Raton, Florida 33431
(561)571-0010

April __, 2022

Avalon Park West Homeowners Association, Inc. (“HOA”)
5322 Primrose Lake Circle, Suite C
Tampa, Florida 33647

Access Residential Management, LLC (“Amenity Manager”)
d/b/a Access Management
215 Celebration Place, Suite 115
Celebration, Florida 34747

New River Community Development District (“New River”)
c/o Inframark, LLC
210 N. University Drive, Suite 702
Coral Springs, Florida 33071

RE: Letter Agreement for the Assignment of Amenity Management Agreement and
Assignment of Cost Share Agreement

Dear Ladies and Gentlemen,

As you know, the Avalon Park West Community Development District (“**District**”), Amenity Manager, and New River previously entered into that certain *Amenities Management Agreement*, dated August 17, 2021, and as amended _____ (together, “**Amenity Management Agreement**”), and for the purposes of having the Amenity Manager manage the District’s and New River’s recreational facilities. To fund the District’s share of the Amenity Management Agreement, the District and New River further entered into a *Cost Share Agreement for Amenity Manager*, dated October 22, 2021 (“**Cost Share Agreement**”). The District now intends to transfer all of its operations and maintenance responsibilities to the HOA pursuant to a separate *CDD / HOA Maintenance Agreement*, dated _____. Accordingly, the District desires to assign its rights and responsibilities under the Amenity Management Agreement and the Cost Share Agreement to the HOA.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, the District does hereby transfer, assign and convey unto the HOA, all of the rights and obligations of the District under the Amenity Management Agreement and Cost Share Agreement (together, “**Assigned Agreements**”). The HOA does hereby assume all obligations of the District under the Assigned Agreements arising or accruing after the date hereof. The Amenity Manager and New River hereby consent to the assignment of the Assigned Agreements as set forth herein.

If the parties are agreeable, please execute the foregoing letter agreement relating to the assignment of the Assigned Agreements from the District to the HOA, to be effective as of the ____ day of _____, 2022.

**NEW RIVER COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Printed Name: _____
Title: Chairperson

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: Chairperson

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

By: _____
Printed Name: _____
Title: _____

ACCESS RESIDENTIAL MANAGEMENT, LLC

By: _____
Printed Name: _____
Title: _____

FISCAL YEAR 2022 DEFICIT FUNDING AGREEMENT FOR ADDITIONAL SERVICES

This *Fiscal Year 2022 Deficit Funding Agreement for Additional Services* ("**Agreement**") is made and entered into this ____ day of _____, 2022, by and between:

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in unincorporated Pasco County, Florida ("**District**"), and

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, and whose mailing address is 10700 Pecan Park Blvd., Suite 150, Austin, Texas 78750 ("**Developer**").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District has adopted its annual budget for Fiscal Year 2022 ("**FY 2022 Budget**") and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund the FY 2022 Budget; and

WHEREAS, the District intends to amend its FY 2022 Budget ("**Amended FY 2022 Budget**") to include additional services ("**Additional Services**"), as outlined in **Exhibit A**, and the Developer has agreed to fund the cost of such Additional Services, subject to the terms of this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Additional Services as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District.

To repay any Developer Contributions made hereunder, the District agrees to take all reasonably necessary steps to adopt a budget and promptly levy operations and maintenance assessments to repay the Developer Contributions in the fiscal year beginning October 1, 2022. Within 30 days of receipt of such future assessments, the District shall repay the Developer Contributions. The parties recognize and agree that any such repayment shall be subject to the District's successful and lawful completion of its budget and assessment processes. In the event that the District is unable to successfully and lawfully complete

its budget and assessment processes to secure funding to repay the Developer Contributions, after taking reasonable actions to do so, then the District shall have no repayment obligation hereunder.

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

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** 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 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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Its: _____

EXHIBIT A: Amendment to FY 2022 Budget

CDD / HOA MAINTENANCE AGREEMENT

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

2. **SCOPE OF WORK.**

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

- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.
- I. **Weekly Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the

Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

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

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

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

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

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

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

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

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

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

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

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

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

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

**AVALON PARK WEST COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Its: _____

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

By: _____

Its: _____

EXHIBIT A: Scope of Work

EXHIBIT A SCOPE OF WORK

DISTRICT IMPROVEMENTS

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

The Avalon Park West Amenities Center property identified in the *Special Warranty Deed*, recorded at OR Book 9752, Page 3394, in the Public Records of Pasco County, Florida.

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

All (APWCDD) Drainage and Access Easements (including but not limited to those over Tracts B-4C and B-10B), and (CDD) Side Yard Drainage/Access Easements within the District's boundaries, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

MAINTENANCE PROGRAM

Weekly:

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

Monthly:

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

Yearly:

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

Amenity Center:

- The Association shall ensure that amenity services are provided pursuant to that certain *Amenities Management Agreement*, dated August 17, 2021, and as assigned to the Association effective _____, 2022.
- Any amendments thereto must be pre-approved in writing by the District.

DRAFT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2022, by:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and whose address is c/o Inframark, LLC, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("**Grantor**" or "**District**"), and

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

WITNESS

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

WHEREAS, for the benefit of Grantee and its landowners and residents, Grantee desires to access and maintain certain stormwater, hardscape, landscape, and irrigation improvements located within the Property ("**Improvements**"); and

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

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

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

2. GRANT OF NON-EXCLUSIVE EASEMENT. Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the Property.

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

4. BENEFICIARIES. This Agreement shall be for the benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and

materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Property.

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

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

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

9. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

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

11. PUBLIC RECORDS. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Grantee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Grantee acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Grantee 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 Grantee 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 Grantee'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 Grantee, the Grantee 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MARK VEGA, INFRAMARK, LLC, 5322 PRIMROSE LAKE CIRCLE, SUITE C, TAMPA, FLORIDA 3364, PHONE (954)603-0033, AND E-MAIL MARK.VEGA@INFRAMARK.COM.

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

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

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

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

16. 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.

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

[SIGNATURES ON NEXT PAGE]

DRAFT

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

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE OF AGREEMENT]

WITNESSES

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

By: _____

Name: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

EXHIBIT A

The Property consists of:

Tract B-2 (Drainage Area), but only including the limits of the Drainage Area within Tract B-2, as more particularly described and depicted on the plat entitled *Avalon Park West Parcel E Phase 1*, and recorded in Plat Book 75, Page 81 et. seq., of the Public Records of Pasco County, Florida.

Together with the tract identified in the picture below, and located adjacent to River Glen Boulevard:



This instrument was prepared by:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

ASSIGNMENT OF PLAT DEDICATION

THIS ASSIGNMENT OF PLAT DEDICATION is made as of this ____ day of _____, 2022, by **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545 ("**Assignor**"), in favor of **AVALON PARK WEST HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Assignee**").

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

WITNESSTH:

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee the original dedication of rights to Assignor and with respect to:

Tract B-3, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, recorded in Plat Book 84, Pages 96 et. seq., of the Public Records of Pasco County, Florida.

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

This Assignment of Plat Dedication is accepted by:

WITNESS

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

By: _____

Name: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of AVALON PARK WEST HOMEOWNERS' ASSOCIATION, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

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

This instrument was prepared by:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM GRANT OF EASEMENTS

THIS QUIT CLAIM GRANT OF EASEMENTS is made as of the ____ day of _____, 2022, by **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Grantor**"), and is in favor of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

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

QUIT-CLAIM GRANT OF EASEMENTS

FURTHER WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remise, release and quit-claim to Grantee forever, the following non-exclusive, perpetual easement rights, which may be assignable to other third-parties by Grantee in its sole discretion, as more particularly described below ("**Easements**"):

All (APWCDD) Drainage and Access Easements (including but not limited to those over Tracts B-4C and B-10B), and (CDD) Side Yard Drainage/Access Easements within the District's boundaries, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

With respect to all of the foregoing, the rights of ingress and egress over, across, upon, and through the foregoing Easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscape, landscape, irrigation and other District improvements that comprise a portion of the District's capital improvement plan.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscape, landscape, irrigation and other District improvements that are located on the Easement areas and part of the District's capital improvement plan;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

NOTE: As a point of clarification, the Easements granted hereunder shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and assigns, and shall be construed as a covenant running with and binding upon the easement areas identified herein.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

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

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

This instrument was prepared by:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2022, by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and is in favor of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Inframark, LLC, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("**Grantee**").

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

QUIT-CLAIM GRANT OF TITLE

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Pasco County, Florida, and more particularly below ("**Property**"):

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

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

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

This Quit Claim Deed is further subject to the additional terms and conditions set forth on **Exhibit "A"** attached hereto and incorporated herein by reference all of which shall be deemed covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

RESERVATION OF EASEMENT

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor(s)' reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.

DRAFT

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have conveyed the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims

(hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “*Grantor Party*” or “*Grantor Parties*” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity

of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

Sovereign Immunity. Regardless of anything in the Deed, or herein, to the contrary, nothing in the Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Blvd., Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2022, by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and is in favor of **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 5322 Primrose Lake Circle, Suite C, Tampa, Florida 33647 ("**Grantee**").

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

QUIT-CLAIM GRANT OF TITLE

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Pasco County, Florida, and more particularly below ("**Property**"):

Tracts B-3, B-4A, B-4B, B-4C, B-5, B-6A, B-7, B-8, B-9, B-10A, B-10B, B-12C, P-1A, P-2, and P-3 as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

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

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

This Quit Claim Deed is further subject to the additional terms and conditions set forth on **Exhibit "A"** attached hereto and incorporated herein by reference all of which shall be deemed covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

RESERVATION OF EASEMENT

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor(s)' reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC.**, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have conveyed the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims

(hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “*Grantor Party*” or “*Grantor Parties*” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity

of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

This instrument was prepared by:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the ____ day of _____, 2022, by **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and is in favor of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

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

QUIT-CLAIM GRANT OF TITLE

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Pasco County, Florida, and more particularly below ("**Property**"):

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

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

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

QUIT-CLAIM GRANT OF EASEMENTS

FURTHER WITNESS THAT GRANTOR(S), for good and valuable consideration to them in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby further remise, release and quit-claim to Grantee forever, the following non-exclusive, perpetual easement rights,

which may be assignable to other third-parties by Grantee in its sole discretion, as more particularly described below (“**Easements**”):

An access easement for ingress and egress for District purposes, over Tract A-1A, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

All (APWCDD) Drainage and Access Easements (including but not limited to those over Tracts B-4C and B-10B), and (CDD) Side Yard Drainage/Access Easements within the District’s boundaries, as more particularly described and depicted on the plat entitled *Avalon Park West – North Phases 1A and 1B*, and recorded in Plat Book 84, Page 96 et. seq., of the Public Records of Pasco County, Florida.

With respect to all of the foregoing, the rights of ingress and egress over, across, upon, and through the foregoing Easement areas, as well as rights of installing, constructing, operating, maintaining, repairing and replacing stormwater, hardscape, landscape, irrigation and other District improvements that comprise a portion of the District’s capital improvement plan.

TOGETHER with all rights of Grantor, if any, to such stormwater, hardscape, landscape, irrigation and other District improvements that are located on the Easement areas and part of the District’s capital improvement plan;

TO HAVE AND TO HOLD the same forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same. Grantor agrees and covenants that it has not and shall not grant or exercise any rights in the Easement areas that are materially inconsistent with, or which materially interfere with, the rights herein granted to the District.

NOTE: As a point of clarification, the Easements granted hereunder shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and assigns, and shall be construed as a covenant running with and binding upon the easement areas identified herein.

This Quit Claim Deed is further subject to the additional terms and conditions set forth on **Exhibit “A”** attached hereto and incorporated herein by reference all of which shall be deemed covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

RESERVATION OF EASEMENT

GRANTOR(S) hereby reserve unto themselves and their successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor(s) and their successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property and Easements, together with the

rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property and Easements; provided, however, that Grantor(s)' reservation of rights hereunder shall not be deemed to impose any obligations on Grantor(s) to maintain, repair or replace any part of the Property or Easements or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **FORESTAR (USA) REAL ESTATE GROUP INC.**, 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)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2){a}, Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have conveyed the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims

(hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term “*Claim*” or “*Claims*” means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit “A”, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term “*Grantee Affiliate*” or “*Grantee Affiliates*” means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity’s and Grantee’s employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term “*Grantee Party*” or “*Grantee Parties*” means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner’s heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “*Grantor Party*” or “*Grantor Parties*” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity

of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

Sovereign Immunity. Regardless of anything in the Deed, or herein, to the contrary, nothing in the Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2022, by:

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and whose address is c/o Inframark, LLC, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071 ("**Grantor**" or "**District**"), and

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

WITNESS

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

WHEREAS, for the benefit of Grantee and its landowners and residents, Grantee desires to access and maintain certain stormwater, hardscape, landscape, and irrigation improvements located within the Property ("**Improvements**"); and

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

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

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

2. GRANT OF NON-EXCLUSIVE EASEMENT. Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to Grantee, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, easements for ingress and egress over, upon and across the Property, together with the rights but not the obligation to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for the Improvements now or hereafter located on the Property.

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

4. BENEFICIARIES. This Agreement shall be for the benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and

materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Agreement.

5. BINDING EFFECT. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Property.

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

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

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

9. ASSIGNMENT. Neither party may assign, transfer or license all or any portion of its real property rights under this Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void.

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

11. PUBLIC RECORDS. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Grantee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Grantee acknowledges that the designated public records custodian for the District is its District Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Grantee 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 Grantee 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 Grantee'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 Grantee, the Grantee 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O MARK VEGA, INFRAMARK, LLC, 5322 PRIMROSE LAKE CIRCLE, SUITE C, TAMPA, FLORIDA 3364, PHONE (954)603-0033, AND E-MAIL MARK.VEGA@INFRAMARK.COM.

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

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

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

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

16. 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.

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

[SIGNATURES ON NEXT PAGE]

DRAFT

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

WITNESSES

NEW RIVER COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE OF AGREEMENT]

WITNESSES

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

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of **AVALON PARK WEST HOMEOWNERS ASSOCIATION, INC.**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT A

The Property consists of:

Tract B-2 (Drainage Area), but only including the limits of the Drainage Area within Tract B-2, as more particularly described and depicted on the plat entitled *Avalon Park West Parcel E Phase 1*, and recorded in Plat Book 75, Page 81 et. seq., of the Public Records of Pasco County, Florida.

Together with the tract identified in the picture below, and located adjacent to River Glen Boulevard:



4Bii.

From: Marybel Defillo <marybeld@avalonparkgroup.com>
Sent: Thursday, March 31, 2022 11:53 AM
To: Carly Stillwell <Carly.Stillwell@clearviewland.com>; Christian Cotter <ChristianCotter@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>; Vega, Mark <mark.vega@inframark.com>
Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Carly,

I've copied New River CDD District Manager (Mark Vega) on this email.
Please let him know what needs to be done and he will coordinate with the correct individuals.

Thank you,

Marybel



Marybel Defillo

Chief Financial Officer at Avalon Park Group

A 3801 Avalon Park Blvd. East, Ste. 400 Orlando, FL 32828

P 407.658.6565 Ext. 122

E MarybelD@AvalonParkGroup.com

W <https://www.AvalonParkGroup.com/>



From: Carly Stillwell <Carly.Stillwell@clearviewland.com>
Sent: Thursday, March 31, 2022 11:48 AM
To: Christian Cotter <ChristianCotter@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>
Cc: Nicole Kopytko <nicolek@avalonparkgroup.com>; Marybel Defillo <marybeld@avalonparkgroup.com>; Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>
Subject: FW: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M
Importance: High

Good Morning Christian,

I wasn't sure if you were going to be the contact for New River CDD, if you are, could you please fill in the blanks and sign the attached form for us?

Thanks for your help & please let me know if you have any questions.

Carly E. Stillwell

CLEARVIEW LAND DESIGN, P.L.

Inspections Coordinator

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Phone: 813-223-3919



From: Nicole Kopytko <nicolek@avalonparkgroup.com>

Sent: Thursday, March 31, 2022 11:40 AM

To: Carly Stillwell <Carly.Stillwell@clearviewland.com>

Cc: Marybel Defillo <marybeld@avalonparkgroup.com>

Subject: RE: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Hello Carly-

Please find attached the Request for Transfer of Enviro Resource Permit.

Thank you,



Nicole Kopytko

Executive Assistant at Avalon Park Group

A 3801 Avalon Park Blvd. East, Ste. 400
Orlando, FL 32828

P 407.658.6565 Ext. 110

E NicoleK@AvalonParkGroup.com

W <https://www.AvalonParkGroup.com/>



From: Carly Stillwell <Carly.Stillwell@clearviewland.com>

Sent: Wednesday, March 30, 2022 3:25 PM

To: Marybel Defillo <marybeld@avalonparkgroup.com>; 'Ty Vincent' <TyVincent@forestar.com>; 'John M Garrity' <JohnGarrity@forestar.com>

Cc: Jesse Meetze <jesse.meetze@clearviewland.com>; Brian Surak <Brian.Surak@clearviewland.com>

Subject: Avalon Park West Phases 1A 1B & Amenity Center / SWFWMD Transfer to O&M

Importance: High

Good Afternoon Team,

Please see the attached form that requires your execution. Upon completion, I will need a color PDF copy scanned back to my attention.

Please let me know if anything on the form needs to be revised or if you have any questions.

Thank you,

Carly E. Stillwell

CLEARVIEW LAND DESIGN, P.L.

Inspections Coordinator

3010 W. Azeele Street, Suite 150

Tampa, FL 33609

Phone: 813-223-3919



The information transmitted, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited, and all liability arising therefrom is disclaimed. If you received this in error, please contact the sender and delete the material from any computer.

CLEARVIEW LAND DESIGN, P.L.

This communication may come from Clearview Land Design, P.L.

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

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

Permit No.: 43013559.046

Application No(s): 796563

Project Name: Avalon Park West-North Phase 1A, 1B, & Amenity Center Phase (if applicable):

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

By: _____

Signature of Permittee

SITEX NR Holding, LLC

Company Name

marybeld@avalonparkgroup.com / 407-658-6565

Phone/email address

Marybel Defillo

Name and Title

3801 Avalon Park East Blvd. Suite 400

Company Address

Orlando, FL 32828

City, State, Zip

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

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

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

By: _____

Signature of Representative of O&M Entity

Name and Title

Email Address

Phone

New River Community Development District

Name of Entity for O&M

210 N. University Drive Suite 702

Address

Coral Springs, FL 33701

City, State, Zip

Date

Enclosed are the following documents, as applicable:

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



4Ei.

Demarco, Sandra

From: Cindy Cerbone <cerbonec@whhassociates.com>
Sent: Monday, April 25, 2022 8:18 AM
To: Vega, Mark
Cc: Ross Halle (rossh@avalonparkgroup.com); Cindy Cerbone
Subject: FW: Avalon Park West Cost Share Agreement invoice, other actions taken at the APWCDD meeting on Friday, April 22
Attachments: New River CM #CR020122.pdf

Mark,

Good morning! Please note I have copied Ross on this email in case you have follow up questions or concerns that you might want to cover with him and/or me.

Recap of board actions from meeting:

- ***Restated Interlocal Agreement re: Amenity Usage***
 - Effective May 1st – no further charges to NRCDD re: the annual \$50k
 - Residents of NRCDD and APWCDD may use either amenity center without having to pay non-resident fees and each CDD will be responsible for its own costs and expenses with owning, operating and maintaining their amenity centers
 - Based on the above, APWCDD will be issuing to NRCDD an additional credit memo and we would kindly asked payment on the full amount due be made promptly (recap below and more detail in the email chain)
 - \$50,000 - \$4,794.65 (CM issued in Feb 2022) - \$23,971.90 (credit memo to be issued) – final amount due to APWCDD \$21,233.45
- ***Assignment of Amenities Management Agreement and Cost Share Agreement to HOA***
 - Effective May 1st the CDD is assigning the Amenities Management Agreement (re: Patrick) and the Cost Share Agreement (re: Patrick) to the HOA
 - Starting May 1, the HOA will be invoicing NRCDD for 50% of Patrick
- ***Variety of conveyance and maintenance easement docs*** (Vivek has these)
- ***We would like to continue to use NRCDD Amenity Center for our meetings probably until the new fiscal year (i.e. the October meeting) – please confirm the dates below will work***
 - May 27th 10am (we do not intend on meeting but will wait to cancel closer to the meeting date in case a pressing matter arises)
 - June 24th 10am
 - July 22nd 10am
 - August 26th 10am
 - September 23rd 10am

Thank you,

#

Cindy Cerbone
 District Manager
 E-Mail: cerbonec@whhassociates.com
 Wrathell, Hunt and Associates, LLC
 2300 Glades Road #410W
 Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

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Wruthell, Hunt and Associates, LLC

From: Cindy Cerbone

Sent: Monday, April 25, 2022 7:48 AM

To: Nicole Parisi <parisin@whhassociates.com>

Cc: Jeffrey Pinder <pinderj@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Andrew Kantarzhi (kantartzhia@whhassociates.com) <kantartzhia@whhassociates.com>

Subject: FW: Avalon Park West Cost Share Agreement invoice

Nicole,

Good morning! At the APWCDD meeting on Friday, the board approved terminating the Interlocal Agreement Amenity Center Agreement effective May 1, 2022. In turn, this results in the need of issuing another credit memo for \$23,971.90 (see recap below and I attached the previous CM issued).

Please feel free to call me with any questions or concerns and when this is ready would you please email the credit memo to mark.vega@inframark.com and copy Jamie, Andrew and me?

		Days Open	\$/day	Total
October		31	\$136.99	\$4,246.69
November		30	\$136.99	\$4,109.70
December	1st - 12th	12	\$136.99	\$1,643.88
January	17th - 31st	15	\$136.99	\$2,054.85
February		28	\$136.99	\$3,835.72
March	1st - 27th	27	\$136.99	\$3,698.73
April	19th - 30th	12	\$136.99	\$1,643.88
		195		\$21,233.45
Amount previously Invoiced				\$30,000.00
Total credit due				-\$28,766.88
Credit memo Issued Feb 1 2022				-\$4,794.65
Final credit memo to be issued				-\$23,971.90

Thank you,

FW: #

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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Wrathell, Hunt and Associates, LLC

From: Cindy Cerbone

Sent: Monday, February 28, 2022 5:21 PM

To: Vega, Mark <mark.vega@inframark.com>

Cc: Nicole Parisi <parisin@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Andrew Kantarzhia <kantarzhia@whhassociates.com>

Subject: FW: Avalon Park West Cost Share Agreement invoice

Mark,

Good evening! Attached is a credit memo related to the period of time the APWCDD Amenity Center was closed in December 2021 and January 2022.

At the APWCDD meeting this past Friday, the board approved the credit. When the Amenity Center closes again, another credit will be issued. In the meantime, one of the board members, Ross Halle, recommended the following re: payment from NRCDD of \$22,602.68.

Annual amount	\$ 50,000.00
Credit for Dec 13 - Jan 16	\$ (4,794.63)
Subtotal - remaining due	\$ 45,205.35
Payment of 50% of remaining due	\$ 22,602.68

Please call me if you have any questions or concerns.

Thank you,

~~For~~#

Cindy Cerbone

District Manager

E-Mail: cerbonec@whhassociates.com

Wrathell, Hunt and Associates, LLC

2300 Glades Road #410W

Boca Raton, FL 33431

Toll-free: (877)276-0889

Phone: (561)571-0010

Cell: (561)346-5294

Fax: (561)571-0013

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Wrathell, Hunt and Associates, LLC

From: Nicole Parisi <parisin@whhassociates.com>

Sent: Monday, February 28, 2022 5:02 PM

To: Cindy Cerbone <cerbonec@whhassociates.com>

Cc: Jeffrey Pinder <pinderj@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Andrew Kantarzhi <kantarzhia@whhassociates.com>

Subject: RE: Avalon Park West Cost Share Agreement invoice

Good afternoon Cindy,

Please see attached.

Best regards,

Nicole Parisi

Staff Accountant

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010 ext. 305

Fax: 561-571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

From: Cindy Cerbone
Sent: Monday, February 28, 2022 4:41 PM
To: Nicole Parisi <parisin@whhassociates.com>
Cc: Jeffrey Pinder <pinderj@whhassociates.com>; Jamie Sanchez <sanchezj@whhassociates.com>; Andrew Kantarzhia <kantarzhia@whhassociates.com>
Subject: FW: Avalon Park West Cost Share Agreement invoice

Nicole,

At the APWCDD meeting this past Friday, the board approved issuing a credit to New River CDD for the time period in which the APW Amenity Center was closed.

On the 2nd attachment, I have calculated the credit due (highlighted in yellow \$4,794.65) to NRCDD with the calculation explained to and approved by the board. Would you please provide a Credit Memo I can send the NRCDD district manager? Would it be possible to have both the credit memo and the original invoice (1st attachment) both be entered into the system for February?

Thank you,

File #

Cindy Cerbone
District Manager
E-Mail: cerbonec@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: (877)276-0889
Phone: (561)571-0010
Cell: (561)346-5294
Fax: (561)571-0013

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Wrathell, Hunt and Associates, LLC

From: Nicole Parisi <parisin@whhassociates.com>
Sent: Tuesday, November 2, 2021 11:29 AM
To: Cindy Cerbone <cerbonec@whhassociates.com>
Cc: Jamie Sanchez <sanchezj@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>;
mark.vega@inframark.com
Subject: Re: Avalon Park West Cost Share Agreement invoice

Good morning Jamie,

Please see the attached invoice.

Best regards,

Nicole Parisi

Staff Accountant

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0100 ext. 305

Fax: 561-571-0013

From: Cindy Cerbone <cerbonec@whhassociates.com>
Sent: Monday, November 1, 2021 7:16 PM
To: Nicole Parisi <parisin@whhassociates.com>
Cc: Jamie Sanchez <sanchezj@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>;
mark.vega@inframark.com <mark.vega@inframark.com>
Subject: Re: Avalon Park West Cost Share Agreement invoice

Please email Mark Vega that should be fine and he is copied on this email.

Thank you

Cindy Cerbone

District Manager

Wrathell, Hunt and Associates, LLC

2300 Glades Rd. Suite 410W

Boca Raton, FL 33431

Office 561.571.0010

Cell 561.346.5294

FRAUD ALERT - Due to increased incidents of wire fraud, if you receive wire instructions from our office DO NOT WIRE FUNDS.

On Nov 1, 2021, at 6:08 PM, Nicole Parisi <parisin@whhassociates.com> wrote:

Hi Jamie,

Could you send me the name of who the invoice is going to along with the address? I can get you the invoice first thing tomorrow morning.

Best regards,

Nicole Parisi
Staff Accountant
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010 ext. 305
Fax: 561-571-0013

From: Jamie Sanchez <sanchezj@whhassociates.com>
Sent: Monday, November 1, 2021 6:03:39 PM
To: Nicole Parisi <parisin@whhassociates.com>
Cc: Cindy Cerbone <cerbonec@whhassociates.com>; Jeffrey Pinder <pinderj@whhassociates.com>;
mark.vega@inframark.com <mark.vega@inframark.com>
Subject: Avalon Park West Cost Share Agreement invoice

Hi Nicole,

At the Avalon Park meeting on October 29th Ross Halle offered for the Cost Share agreement with New River to be paid in advance. Please produce the invoice for \$50,000 as part of the cost share dated for February.

Thank you,

Mph

Jamie Sanchez
District Manager
E-Mail: sanchezj@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: (877)276-0889
Phone: (561)571-0010 ext. 135
Cell: (561)512-9027
Fax: (561)571-0013

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<image001.png>

Avalon Park West CDD

CREDIT MEMO

2300 Glades Road, Suite 410W
 Boca Raton, FL 33431
 Phone 561.571.0010 Fax 561.571.0013

DATE: 1-Feb-2022
CM # CR020122
FOR: *Credit for dates closed
 in Amenity Center*

Credit To:

New River CDD
 c/o Inframark
 2654 Cypress Ridge Blvd., Suite 101
 Wesley Chapel, FL

DESCRIPTION	AMOUNT
Credit for dates closed in Amenity Center Dec-Jan	\$ 4,794.65
TOTAL	\$ 4,794.65

APW - proration of Interlocal Agreement on Amenity Center of \$50,000

Annual amount		Days/year	Amount/day	Rounded
\$50,000		365	\$136.9863	\$136.99
Month	# days	Amount/day	Total	
October 2021	31	\$136.99	\$4,246.69	
November 2021	30	\$136.99	\$4,109.70	
December 2021 (Center closed starting Dec. 13th)	12	\$136.99	\$1,643.88	
Total through December 12th, 2021			<u>\$10,000.27</u>	
Month	# days	Amount/day	Total	
January (17th - 31st)	15	\$136.99	<u>\$2,054.85</u>	
Total through January 31, 2022			<u><u>\$12,055.12</u></u>	

Credit due				
December 13 - 31	19	\$136.99	\$2,602.81	
January 1-16	16	\$136.99	\$2,191.84	
CREDIT DUE			<u><u>\$4,794.65</u></u>	

Avalon Park West CDD

CREDIT MEMO

2300 Glades Road, Suite 410W
 Boca Raton, FL 33431
 Phone 561.571.0010 Fax 561.571.0013

DATE: 1-May-2022
CM # CR050122
FOR: *Credit for termination of
 Interlocal Agreemen*

Bill To:

New River CDD
 c/o Inframark
 2654 Cypress Ridge Blvd., Suite 101
 Wesley Chapel, FL

DESCRIPTION	AMOUNT
Credit for termination of Interlocal Agreement - Amenity Center Agreement effective May 1, 2022	\$ 23,971.90
TOTAL	\$ 23,971.90

4Eii.

From: Jamie Sanchez <sanchezj@whhassociates.com>
Sent: Thursday, April 28, 2022 10:58 AM
To: Tirria Williams <twilliams@accessdifference.com>; Vega, Mark <mark.vega@inframark.com>
Cc: Cindy Cerbone <cerbonec@whhassociates.com>; Andrew Kantarzhi <kantarzhia@whhassociates.com>
Subject: APW/New River Amenity Centers

Thanks again for being on the call this morning!

Below is what was discussed for both Amenity Centers to ensure consistency going forward.

- **Resident Fee- \$150 All Day Rental/Security Deposit of \$250**
- **Non Resident Fee-\$300 all Day Rental/Security Deposit of \$250**

This will have to be discussed with each Board for approval.

Tirria- please send me any backup information on the Amenity Center rentals so that I can include it on the next agenda.

Thank you,

Jamie

Jamie Sanchez
District Manager
E-Mail: sanchezj@whhassociates.com
Wrathell, Hunt and Associates, LLC
2300 Glades Road #410W
Boca Raton, FL 33431
Toll-free: (877)276-0889
Phone: (561)571-0010 ext. 135
Cell: (561)512-9027
Fax: (561)571-0013

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

www.whhassociates.com

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NEW RIVER
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2023

Version 1 - Proposed Budget
(Printed 5/12/2022)

Prepared by:



New River
Community Development District

Operating Budget
Fiscal Year 2023

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY-2022 SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
REVENUES						
Interest - Investments	\$ 5	\$ -	\$ 1	\$ -	\$ 1	\$ -
Room Rentals	975	-	2,141	1,529	3,670	2,000
Special Assmnts- Tax Collector	520,846	637,199	634,551	2,648	637,199	637,199
Special Assmnts- CDD Collected	231,077	131,497	98,623	32,874	131,497	131,497
Special Assmnts - Discounts	-	(25,488)	(24,520)	-	-	(25,488)
Other Miscellaneous Revenues	524	-	933	666	1,599	-
TOTAL REVENUES	753,427	743,208	711,729	37,718	773,967	745,207
EXPENDITURES						
Administrative						
P/R-Board of Supervisors	5,200	6,000	2,400	3,600	6,000	9,600
FICA Taxes	275	-	184	275	-	734
ProfServ-Administrative	1,999	-	-	-	-	-
ProfServ-Arbitrage Rebate	-	1,200	-	1,200	1,200	1,200
ProfServ-Engineering	3,913	5,000	2,797	2,203	5,000	5,000
ProfServ-Legal Services	24,359	15,000	7,050	5,036	12,086	15,000
ProfServ-Mgmt Consulting Serv	34,878	36,845	21,493	18,423	39,916	37,950
ProfServ-Trustee Fees	10,378	11,000	12,949	-	12,949	11,000
ProfServ-E-mail Maintenance	-	2,076	628	1,448	2,076	2,076
Assessment Roll	5,150	-	-	-	-	-
ProfServ-Dissemination Agent	5,750	5,000	-	5,000	5,000	5,000
Accounting Services	7,018	-	-	-	-	-
Auditing Services	6,378	6,500	500	6,000	6,500	6,500
Contracts-Website Hosting	2,896	1,579	10	1,569	1,579	1,579
Email Maintenance	51	1,076	-	1,076	1,076	1,076
Public Officials Insurance	2,691	2,820	-	2,820	2,820	2,905
Printing and Binding	97	-	-	-	-	-
Legal Advertising	2,590	2,000	310	1,690	2,000	2,000
Miscellaneous Mailings	22	2,400	492	1,908	2,400	2,400
Misc-Property Taxes	81	550	-	550	550	550
Misc-Assessmnt Collection Cost	(886)	12,744	12,201	543	12,744	12,744
Tax Collector/Property Appraiser Fees	150	150	89	61	150	150
Misc - Contingency	16	-	-	-	-	-
Amenity Center Cost Share	50,000	50,000	-	40,000	40,000	-
Dues, Licenses, Subscriptions	175	325	175	150	325	325
Total Administrative	163,181	162,265	61,278	93,552	154,370	117,789
Electric Utility Services						
Utility - Irrigation	1,504	3,500	870	621	1,491	3,500
Street Lights	51,106	45,084	15,955	11,396	27,351	45,084
Total Electric Utility Services	52,610	48,584	16,825	12,018	28,843	48,584

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY-2022 SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Garbage/Solid Waste Services						
Solid Waste Assessment	163	335	-	335	335	335
Total Garbage/Solid Waste Services	163	335	-	335	335	335
Water-Sewer Comb Services						
Utility Services	20,211	22,250	10,375	7,411	17,786	22,250
Total Water-Sewer Comb Services	20,211	22,250	10,375	7,411	17,786	22,250
Stormwater Control						
Stormwater Assessment	2,270	250	511	-	511	562
Conservation & Wetlands	-	8,500	5,984	2,516	8,500	8,500
Aquatic Maintenance	12,220	17,500	5,425	12,075	17,500	17,500
Total Stormwater Control	14,490	26,250	11,920	14,591	26,511	26,562
Other Physical Environment						
Insurance - Property	4,173	7,500	8,552	-	8,552	9,407
Insurance - General Liability	2,960	4,000	598	3,402	4,000	3,582
R&M-Other Landscape	2,078	-	-	-	-	-
R&M-Well Maintenance	-	2,500	-	-	-	2,500
Landscape Maintenance	91,682	150,000	111,434	38,566	150,000	162,324
Landscape Replacement	8,549	40,000	25,201	14,799	40,000	60,000
R&M-Mulch	-	-	-	-	-	21,600
Irrigation Repairs & Replacem.	9,607	9,500	29,898	-	29,898	9,500
Holiday Decoration	-	2,500	-	-	-	10,000
Utility Deposit Bond	-	2,000	-	2,000	2,000	2,000
Reserves	-	109,200	-	105,000	105,000	109,200
Total Other Physical Environment	119,049	327,200	175,683	163,767	339,450	390,113
Contingency						
Misc-Contingency	17,290	25,000	255	-	255	21,000
Cap Outlay - Vehicles	-	-	8,897	-	8,897	-
Total Contingency	17,290	25,000	9,152	-	9,152	21,000
Road and Street Facilities						
Pressure Cleaning	375	13,500	-	13,500	13,500	13,500
R&M-Sidewalks	-	1,500	-	1,500	1,500	1,500
R&M-Street Signs	-	1,500	-	1,500	1,500	1,500
Roadway Repair & Maintenance	12,984	5,000	-	5,000	5,000	5,000
Total Road and Street Facilities	13,359	21,500	-	21,500	21,500	21,500
Parks and Recreation - General						
Payroll-Salaries	24,262	34,074	21,481	12,593	34,074	34,074
Clubhouse - Facility Janitorial Service	3,000	3,000	1,875	1,339	3,214	3,000
Management Contract	9,578	-	-	-	-	-
Pest Control	314	425	230	195	425	425
Contracts-Pools	10,200	10,200	5,950	4,250	10,200	10,200
Telephone/Fax/Internet Services	2,061	2,100	1,614	1,153	2,767	3,000

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY-2022 SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Utility - Recreation Facilities	5,677	6,600	3,622	2,978	6,600	6,600
Utility - Fountains	215	3,750	292	3,458	3,750	3,750
R&M-Clubhouse	101	10,000	12,743	-	12,743	10,000
R&M-Fountain	304	5,000	-	-	-	5,000
R&M-Parking Lots	-	1,500	-	-	-	1,500
R&M-Pools	-	2,500	490	2,010	2,500	2,500
Athletic/Park Court/Field Repairs	2,296	1,500	-	1,500	1,500	1,500
Amenity Maintenance & Repairs	352	5,000	843	4,157	5,000	5,000
Facility A/C & Heating Maintenance & Repair	-	1,500	-	1,500	1,500	1,500
Security System Monitoring & Maint.	165	2,500	-	2,500	2,500	2,500
Garbage Collection	5,040	10,000	178	9,822	10,000	-
Entry & Walls Maintenance	475	2,000	237	1,763	2,000	2,000
Access Control Maintenance & Repair	4,694	2,500	2,876	-	2,876	2,500
Miscellaneous Expenses	206	1,500	3,078	-	3,078	1,500
Office Supplies	52	250	-	250	250	250
Clubhouse - Facility Janitorial Supplies	40	400	30	370	400	400
Facility Supplies	145	1,000	14	986	1,000	1,000
Dog Waste Station Service & Supplies	2,700	4,100	185	3,915	4,100	240
Pool Permits	425	500	-	500	500	500
Total Parks and Recreation - General	72,302	111,899	55,738	55,239	110,977	98,939
TOTAL EXPENDITURES	472,655	745,283	340,971	368,412	708,924	747,072
Excess (deficiency) of revenues						
Over (under) expenditures	280,772	(2,075)	370,758	(330,695)	65,043	(1,865)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	(2,075)	-	-	-	(1,865)
TOTAL OTHER SOURCES (USES)	-	(2,075)	-	-	-	(1,865)
Net change in fund balance	280,772	(2,075)	370,758	(330,695)	65,043	(1,865)
FUND BALANCE, BEGINNING	29,305	310,077	310,077	-	310,077	373,255
FUND BALANCE, ENDING	\$ 310,077	\$ 308,002	\$ 680,835	\$ (330,695)	\$ 375,120	\$ 371,390

New River Community Development District

Exhibit "A" Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2023	\$ 373,255
Net Change in Fund Balance - Fiscal Year 2023	(1,865)
Reserves - Fiscal Year 2023 Additions	109,200
Total Funds Available (Estimated) - 9/30/2023	480,590

ALLOCATION OF AVAILABLE FUNDS

Operating Reserve		159,468 ⁽¹⁾
<i>Assigned Fund Balance</i>		
Reserves (FY 2022)	109,200	
Reserves (FY 2022 funds spent)	(105,000)	
Reserves (FY 2023)	<u>109,200</u>	113,400
Total Allocation of Available Funds		272,868

Total Unassigned (undesignated) Cash	<u>\$ 207,722</u>
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Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2023

REVENUES

Interest – Investments

The District earns interest income on its accounts. Interest is calculated on the average monthly collected balance for the operating account.

Room Rentals

The District earns income through room rentals.

Special Assessments – Tax Collector

The District will levy a Non-Ad Valorem assessment on all assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. This is the portion that will be collected through the Tax Collector.

Special Assessment – CDD Collected: Assessment levied and directly billed by the District for properties not on the tax roll.

Special Assessments – Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 3% of the anticipated Non-Ad Valorem assessments.

Other Miscellaneous Revenues

This is the revenue generated from the sale resident access cards, and entry decals, and replacement access cards and decals.

EXPENDITURES

Administrative

Payroll - Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance plus payroll taxes and ADP fees. However, the Board agreed to reduce their payroll to \$100 per meeting. The amount for the fiscal year is based upon all Supervisors attending all meetings.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% of payroll.

Professional Service - Arbitrage Rebate

The District has an agreement with an American Municipal Tax-Exempt Compliance Corporation to annually calculate the District's Arbitrage Rebate Liability on the Series 2002 and Series 2015A Special Assessment Bonds. The budgeted amount for the fiscal year is based on an existing engagement letter.

Professional Service - Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for board meetings, and other specifically requested assignments.

Professional Service - Legal Services

The District's legal counsel provides general legal services to the District, i.e. attendance and preparation for monthly board meetings, review of operating and maintenance contracts, and other specifically requested assignments.

Budget Narrative
Fiscal Year 2023

Administrative (continued)

Professional Service - Management Consulting Services (IMS)

The District receives Management, Accounting, Administrative and Assessment services as part of a Management Agreement with Inframark Infrastructure Management Services. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Professional Service - Trustee

The District issued Series 2002, 2015A and 2016 Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee budget is increased per a notice from U.S. Bank, the Trustee.

Professional Service - Dissemination Agent

The District is required by the Securities and Exchange Commission to comply with Rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service performed by Inframark – Infrastructure Management Services

Auditing Services

The District is required to conduct an annual audit of its financial records by an independent Certified Public Accounting Firm. Budget is based on an existing engagement letter with Grau & Associates.

Website Hosting

The District's website is maintained by Campus Suite and is charged a fee annually.

Email Maintenance

The District's email maintenance services are provided by Complete IT and are charged on a monthly basis.

Public Officials Insurance

The District's Insurance policy budgeted amount for the fiscal year is based on prior year premiums plus anticipated market adjustments.

Legal Advertising

The District is required to advertise various notices for the monthly Board meetings and other public hearings in a newspaper of general circulation

Miscellaneous Mailings

Postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Miscellaneous Property Tax

The District may pay miscellaneous fees to the County Tax Collector.

Miscellaneous - Assessment Collection Cost

The District reimburses the St. Johns County Tax Collector for necessary administrative costs. Per Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater.

Tax Collector/Property Appraiser Fees

The District pays an annual administrative fee to the Property Appraiser of \$150.

Dues, Licenses, Subscriptions

This includes the annual fee of \$175 the District is required to pay to the Department of Economic Opportunity.

Budget Narrative
Fiscal Year 2023

Electric Utility Services

Utility - Irrigation

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights

The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries

Garbage/Solid Waste Services

Solid Waste Assessment

The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Comb Services

Utility Services

The District will incur water/sewer utility expenditures related to district operations.

Stormwater Control

Stormwater Assessment

The District will incur stormwater assessment fees related to district operations.

Conservation & Wetlands

The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Aquatic Maintenance

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Other Physical Environment

Insurance – Property

The District will incur fees to insure items owned by the District for its property needs.

Insurance – General Liability

The District will incur fees to insure items owned by the District for its general liability needs.

R&M Well Maintenance

The District will incur expenditures related to repairs of the irrigation wells.

Landscape Maintenance

The District will incur expenditures to maintain landscaping of turf, trees, shrubs, etc.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

Budget Narrative
Fiscal Year 2023

Other Physical Environment (continued)

R&M-Mulch

Replenishment of Mulch as needed within the District.

Irrigation Repairs & Replacement

The District will incur expenditures related to repairs of the irrigation systems.

Holiday Decoration

Expenses related to holiday lights and decorations for the public enjoyment

Utility Deposit Bond

The District may require a bond to ensure utility deposits.

Reserves

The district has established a reserve account to begin building reserves for future improvements.

Contingency

Misc-Contingency

The district may incur expenses not accounted for in other areas.

Road and Street Facilities

Pressure Cleaning

The District may incur expenses related to pressure washing roads, sidewalks and other areas within the District.

R&M Sidewalks

Expenses related to sidewalks located in the right of way of streets the District may own if any.

R&M Street Signs

Expenses related to repair, maintenance and replacement of streets signs located within the District.

Roadway Repair & Maintenance

Expenses related to the repair and maintenance of roadways owned by the District, if any.

Parks and Recreation - General

Payroll – Salaries

The District pays salary as part of the IMS Management Contract for a part-time Amenity Services Employee, based on 29 hours per week.

Clubhouse - Facility Janitorial Service

Expenses related to the cleaning of the facility and related supplies.

Pest Control

Expenses related to pest control in and around the District facilities.

Contract - Pools

Expenses related to the maintenance of swimming pools and other water features.

Telephone/Fax/Internet Services

The District may incur telephone, fax and internet expenses related to the recreational facilities.

Budget Narrative
Fiscal Year 2023

Parks and Recreation – General cont'd

Utility – Recreation Facilities

The District will incur electric utility expenditures for general purposes within the recreation facilities.

Utility – Fountains

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

R&M Clubhouse

This item covers the expenses incurred for repair and maintenance of clubhouse facilities.

R&M Fountain

The District may incur expenses related to maintaining the fountains throughout the Parks & Recreational areas.

R&M Parking lots

The District may incur expenses related to maintaining the parking areas within the District.

R&M Pools

Expenses related to the repair of swimming pools and other water features.

Athletic/Park Court/Field Repairs

Expense related to any facilities such as tennis, basketball etc.

Amenity Maintenance & Repairs

Expenses related to the repair and maintenance of amenity facilities not covered in other categories.

Facility A/C & Heating Maintenance & Repairs

Expenses related to HVAC repairs and maintenance in District facilities.

Security System Monitoring & Maintenance

The District may install a security system for the clubhouse.

Garbage Collection

The District will incur expenditures related to the removal of garbage and solid waste.

Entry and Walls Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Access Control Maintenance & Repair

Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Miscellaneous Expenses

Expenses which may not fit into a defined category in this section of the budget.

Office Supplies

The District may have an office in its facilities which require various office related supplies.

Clubhouse – Facility Janitorial Supplies

Expenses related to any janitorial supplies purchased for the District clubhouse.

Facility Supplies

The District may have facilities that required various supplies to operate.

Budget Narrative

Fiscal Year 2023

Parks and Recreation – General cont'd

Dog Waste Station Service & Supplies

The District provides and supplies dog waste stations within the District for the residents.

Pool Permits

The District incurs expense for the annual permit on the pool.

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Proposed Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY-2022 SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Interest - Investments	\$ 27	\$ -	\$ 13	\$ -	\$ 13	\$ -
Special Assmnts- Tax Collector	127,200	230,014	229,058	956	230,014	230,014
Special Assmnts- Prepayment	229,397	-	-	-	-	-
Special Assmnts- CDD Collected	1,343,631	1,097,398	448,268	285,490	733,758	760,884
Special Assmnts - Discounts	-	(9,201)	(8,851)	-	(8,851)	(9,201)
TOTAL REVENUES	1,700,255	1,318,211	668,488	286,446	954,934	981,697
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	4,600	4,404	196	4,600	4,600
Total Administrative	-	4,600	4,404	196	4,600	4,600
<i>Debt Service</i>						
Principal Debt Retirement 2010A-2	255,000	265,000		265,000	265,000	285,000
Principal Prepayments 2010A-2	785,000	-		-	-	-
Interest Expense 2010A-2	-	430,963	215,481	215,481	430,963	415,725
Interest Expense 2010B-2	756,425	286,125	143,063	143,063	286,125	286,125
Total Debt Service	1,796,425	982,088	358,544	623,544	982,088	986,850
TOTAL EXPENDITURES	1,796,425	986,688	362,948	623,740	986,688	991,450
Excess (deficiency) of revenues						
Over (under) expenditures	(96,170)	331,523	305,540	(337,294)	(31,754)	(9,753)
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	331,523	-	-	-	(9,753)
TOTAL OTHER SOURCES (USES)	-	331,523	-	-	-	(9,753)
Net change in fund balance	(96,170)	331,523	305,540	(337,294)	(31,754)	(9,753)
FUND BALANCE, BEGINNING	1,202,332	732,995	732,995	-	732,995	701,242
FUND BALANCE, ENDING	\$ 1,106,162	\$ 1,064,518	\$ 1,038,535	\$ (337,294)	\$ 701,242	\$ 691,488

AMORTIZATION SCHEDULE

Capital Improvement Revenue Refunding Bonds Series 2010A-2

Date	Bond Balance	Principal	Extraordinary Redemption	Rate	Interest	Total	Annual Debt Service
11/1/2022	7,230,000				207,863	207,863	
5/1/2023	7,230,000	285,000		5.750%	207,863	492,863	700,725
11/1/2023	6,945,000				199,669	199,669	
5/1/2024	6,945,000	300,000		5.750%	199,669	499,669	699,338
11/1/2024	6,645,000				191,044	191,044	
5/1/2025	6,645,000	320,000		5.750%	191,044	511,044	702,088
11/1/2025	6,325,000				181,844	181,844	
5/1/2026	6,325,000	335,000		5.750%	181,844	516,844	698,688
11/1/2026	5,990,000				172,213	172,213	
5/1/2027	5,990,000	355,000		5.750%	172,213	527,213	699,425
11/1/2027	5,635,000				162,006	162,006	
5/1/2028	5,635,000	375,000		5.750%	162,006	537,006	699,013
11/1/2028	5,260,000				151,225	151,225	
5/1/2029	5,260,000	400,000		5.750%	151,225	551,225	702,450
11/1/2029	4,860,000				139,725	139,725	
5/1/2030	4,860,000	425,000		5.750%	139,725	564,725	704,450
11/1/2030	4,435,000				127,506	127,506	
5/1/2031	4,435,000	450,000		5.750%	127,506	577,506	705,013
11/1/2031	3,985,000				114,569	114,569	
5/1/2032	3,985,000	475,000		5.750%	114,569	589,569	704,138
11/1/2032	3,510,000				100,913	100,913	
5/1/2033	3,510,000	505,000		5.750%	100,913	605,913	706,825
11/1/2033	3,005,000				86,394	86,394	
5/1/2034	3,005,000	535,000		5.750%	86,394	621,394	707,788
11/1/2034	2,470,000				71,013	71,013	
5/1/2035	2,470,000	565,000		5.750%	71,013	636,013	707,025
11/1/2035	1,905,000				54,769	54,769	
5/1/2036	1,905,000	600,000		5.750%	54,769	654,769	709,538
11/1/2036	1,305,000				37,519	37,519	
5/1/2037	1,305,000	635,000		5.750%	37,519	672,519	710,038
11/1/2037	670,000				19,263	19,263	
5/1/2038	670,000	670,000		5.750%	19,263	689,263	708,525
Total		7,230,000			4,035,063	11,265,063	

AMORTIZATION SCHEDULE

Capital Improvement Revenue Refunding Bonds Series 2010B-2

Date	Bond Balance	Principal	Extraordinary Redemption	Rate	Interest	Total	Annual Debt Service
11/1/2022	5,450,000			5.250%	143,063	143,063	
2/1/2023	5,450,000			5.250%	-	-	
5/1/2023	5,450,000			5.250%	143,063	143,063	
8/1/2023	5,450,000			5.250%	-	-	286,125
11/1/2023	5,450,000			5.250%	143,063	143,063	
2/1/2024	5,450,000			5.250%	-	-	
5/1/2024	5,450,000			5.250%	143,063	143,063	
8/1/2024	5,450,000			5.250%	-	-	286,125
11/1/2024	5,450,000			5.250%	143,063	143,063	
2/1/2025	5,450,000			5.250%	-	-	
5/1/2025	5,450,000	270,000		5.250%	143,063	413,063	
8/1/2025	5,180,000			5.250%	-	-	556,125
11/1/2025	5,180,000			5.250%	135,975	135,975	
2/1/2026	5,180,000			5.250%	-	-	
5/1/2026	5,180,000	285,000		5.250%	135,975	420,975	
8/1/2026	4,895,000			5.250%	-	-	556,950
11/1/2026	4,895,000			5.250%	128,494	128,494	
2/1/2027	4,895,000			5.250%	-	-	
5/1/2027	4,895,000	300,000		5.250%	128,494	428,494	
8/1/2027	4,595,000			5.250%	-	-	556,988
11/1/2027	4,595,000			5.250%	120,619	120,619	
2/1/2028	4,595,000			5.250%	-	-	
5/1/2028	4,595,000	315,000		5.250%	120,619	435,619	
8/1/2028	4,280,000			5.250%	-	-	556,238
11/1/2028	4,280,000			5.250%	112,350	112,350	
2/1/2029	4,280,000			5.250%	-	-	
5/1/2029	4,280,000	335,000		5.250%	112,350	447,350	
8/1/2029	3,945,000			5.250%	-	-	559,700
11/1/2029	3,945,000			5.250%	103,556	103,556	
2/1/2030	3,945,000			5.250%	-	-	
5/1/2030	3,945,000	350,000		5.250%	103,556	453,556	
8/1/2030	3,595,000			5.250%	-	-	557,113
11/1/2030	3,595,000			5.250%	94,369	94,369	
2/1/2031	3,595,000			5.250%	-	-	
5/1/2031	3,595,000	370,000		5.250%	94,369	464,369	
8/1/2031	3,225,000			5.250%	-	-	558,738
11/1/2031	3,225,000			5.250%	84,656	84,656	
2/1/2032	3,225,000			5.250%	-	-	
5/1/2032	3,225,000	390,000		5.250%	84,656	474,656	
8/1/2032	2,835,000			5.250%	-	-	559,313
11/1/2032	2,835,000			5.250%	74,419	74,419	
2/1/2033	2,835,000			5.250%	-	-	
5/1/2033	2,835,000	410,000		5.250%	74,419	484,419	
8/1/2033	2,425,000			5.250%	-	-	558,838
11/1/2033	2,425,000			5.250%	63,656	63,656	
2/1/2034	2,425,000			5.250%	-	-	
5/1/2034	2,425,000	435,000		5.250%	63,656	498,656	
8/1/2034	1,990,000			5.250%	-	-	562,313
11/1/2034	1,990,000			5.250%	52,238	52,238	
2/1/2035	1,990,000			5.250%	-	-	
5/1/2035	1,990,000	460,000		5.250%	52,238	512,238	
8/1/2035	1,530,000			5.250%	-	-	564,475
11/1/2035	1,530,000			5.250%	40,163	40,163	
2/1/2036	1,530,000			5.250%	-	-	
5/1/2036	1,530,000	485,000		5.250%	40,163	525,163	
8/1/2036	1,045,000			5.250%	-	-	565,325
11/1/2036	1,045,000			5.250%	27,431	27,431	
2/1/2037	1,045,000			5.250%	-	-	
5/1/2037	1,045,000	510,000		5.250%	27,431	537,431	
8/1/2037	535,000			5.250%	-	-	564,863
11/1/2037	535,000			5.250%	14,044	14,044	
2/1/2038	535,000			5.250%	-	-	
5/1/2038	535,000	535,000		5.250%	14,044	549,044	563,088
Total		5,450,000			2,962,313	8,412,313	

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2023 Adopted Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ADOPTED BUDGET FY 2022	ACTUAL THRU APR-2022	PROJECTED MAY-2022 SEP-2022	TOTAL PROJECTED FY 2022	ANNUAL BUDGET FY 2023
Interest - Investments	\$ 16	\$ -	\$ 9	\$ -	\$ 9	\$ -
Special Assmnts- Tax Collector	225,439	238,147	237,157	990	238,147	238,147
Special Assmnts - Prepayment	-	-	10,719	-	10,719	-
Special Assmnts - Discounts		(9,526)	(9,164)	-	(9,164)	(9,526)
TOTAL REVENUES	225,455	228,621	238,721	990	248,875	238,147
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessmnt Collection Cost	-	4,763	4,560	203	4,763	4,763
Total Administrative	-	4,763	4,560	203	4,763	4,763
<i>Debt Service</i>						
Principal Debt Retirement	120,000	120,000	-	120,000	120,000	125,000
Principal Prepayments	95,000	-	-	-	-	-
Interest Expense	103,594	96,125	47,963	47,963	95,926	91,763
Total Debt Service	318,594	216,125	47,963	167,963	215,926	216,763
TOTAL EXPENDITURES	318,594	220,888	52,523	168,166	220,689	221,525
Excess (deficiency) of revenues Over (under) expenditures	(93,139)	7,733	186,198	(167,176)	28,187	16,622
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance	-	7,733	-	-	-	16,622
TOTAL OTHER SOURCES (USES)	-	7,733	-	-	-	16,622
Net change in fund balance	(93,139)	7,733	186,198	(167,176)	28,187	16,622
FUND BALANCE, BEGINNING	5,048	168,116	163,068	-	163,068	191,255
FUND BALANCE, ENDING	\$ 168,116	\$ 175,849	\$ 349,266	\$ (167,176)	\$ 191,255	\$ 207,876

AMORTIZATION SCHEDULE

Special Assessment Refunding Bonds, 2020A-1 Senior

Period Ending	Bond Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2022	2,405,000			42,088	42,088	
5/1/2023	2,405,000	115,000	3.500%	42,088	157,088	199,175
11/1/2023	2,290,000			40,075	40,075	
5/1/2024	2,290,000	120,000	3.500%	40,075	160,075	200,150
11/1/2024	2,170,000			37,975	37,975	
5/1/2025	2,170,000	125,000	3.500%	37,975	162,975	200,950
11/1/2025	2,045,000			35,788	35,788	
5/1/2026	2,045,000	125,000	3.500%	35,788	160,788	196,575
11/1/2026	1,920,000			33,600	33,600	
5/1/2027	1,920,000	130,000	3.500%	33,600	163,600	197,200
11/1/2027	1,790,000			31,325	31,325	
5/1/2028	1,790,000	135,000	3.500%	31,325	166,325	197,650
11/1/2028	1,655,000			28,963	28,963	
5/1/2029	1,655,000	140,000	3.500%	28,963	168,963	197,925
11/1/2029	1,515,000			26,513	26,513	
5/1/2030	1,515,000	145,000	3.500%	26,513	171,513	198,025
11/1/2030	1,370,000			23,975	23,975	
5/1/2031	1,370,000	150,000	3.500%	23,975	173,975	197,950
11/1/2031	1,220,000			21,350	21,350	
5/1/2032	1,220,000	155,000	3.500%	21,350	176,350	197,700
11/1/2032	1,065,000			18,638	18,638	
5/1/2033	1,065,000	160,000	3.500%	18,638	178,638	197,275
11/1/2033	905,000			15,838	15,838	
5/1/2034	905,000	170,000	3.500%	15,838	185,838	201,675
11/1/2034	735,000			12,863	12,863	
5/1/2035	735,000	175,000	3.500%	12,863	187,863	200,725
11/1/2035	560,000			9,800	9,800	
5/1/2036	560,000	180,000	3.500%	9,800	189,800	199,600
11/1/2036	380,000			6,650	6,650	
5/1/2037	380,000	185,000	3.500%	6,650	191,650	198,300
11/1/2037	195,000			3,413	3,413	
5/1/2038	195,000	195,000	3.500%	3,413	198,413	201,825
Total		2,405,000		777,700	3,182,700	3,182,700

AMORTIZATION SCHEDULE

Subordinate Capital Improvement Revenue Refunding Bonds, Series 2020A-1

Period Ending	Bond Balance	Principal	Extraordinary Redemption	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2022	205,000				3,794	3,794	
5/1/2023	205,000	10,000		3.13%	3,794	13,794	17,588
11/1/2023	195,000				3,638	3,638	
5/1/2024	195,000	10,000		3.13%	3,638	13,638	17,275
11/1/2024	185,000				3,481	3,481	
5/1/2025	185,000	10,000		3.13%	3,481	13,481	16,963
11/1/2025	175,000				3,325	3,325	
5/1/2026	175,000	10,000		3.50%	3,325	13,325	16,650
11/1/2026	165,000				3,150	3,150	
5/1/2027	165,000	10,000		3.50%	3,150	13,150	16,300
11/1/2027	155,000				2,975	2,975	
5/1/2028	155,000	10,000		3.50%	2,975	12,975	15,950
11/1/2028	145,000				2,800	2,800	
5/1/2029	145,000	10,000		3.50%	2,800	12,800	15,600
11/1/2029	135,000				2,625	2,625	
5/1/2030	135,000	15,000		3.50%	2,625	17,625	20,250
11/1/2030	120,000				2,363	2,363	
5/1/2031	120,000	15,000		3.50%	2,363	17,363	19,725
11/1/2031	105,000				2,100	2,100	
5/1/2032	105,000	15,000		4.00%	2,100	17,100	19,200
11/1/2032	90,000				1,800	1,800	
5/1/2033	90,000	15,000		4.00%	1,800	16,800	18,600
11/1/2033	75,000				1,500	1,500	
5/1/2034	75,000	15,000		4.00%	1,500	16,500	18,000
11/1/2034	60,000				1,200	1,200	
5/1/2035	60,000	15,000		4.00%	1,200	16,200	17,400
11/1/2035	45,000				900	900	
5/1/2036	45,000	15,000		4.00%	900	15,900	16,800
11/1/2036	30,000				600	600	
5/1/2037	30,000	15,000		4.00%	600	15,600	16,200
11/1/2037	15,000				300	300	
5/1/2038	15,000	15,000		4.00%	300	15,300	15,600
Total		205,000	0		73,100	278,100	278,100

Budget Narrative
Fiscal Year 2023

REVENUES

Interest-Investments

The District earns interest income on their trust accounts with US Bank.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the debt service expenditures during the Fiscal Year.

Special Assessments-CDD Collected

The District will directly bill for assessments due on parcels not placed on the tax roll.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Cost

The District reimburses the Osceola County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirementj

Principal payments due on the series 2010 and series 2020 bonds.

Interest Expense

Interest payments due on the series 2010 and series 2020 bonds.

New River
Community Development District

Supporting Budget Schedules
Fiscal Year 2023

Comparison of Assessment Rates
Fiscal Year 2023 vs. Fiscal Year 2022

	LOT SIZE	Units	EAU	TOTAL EAU's	% TOTAL EAU's	General Fund 001			2020A-1 DEBT SERVICE			2010A-2 DEBT SERVICE			2010B-2 DEBT SERVICE			Total		
						FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change	FY 2023	FY 2022	% Change
PLATTED UNITS																				
Parcel D	Single Family 45'	95	1.00	95.00	12.93%	\$1,057.77	\$1,057.77	0.000%	\$644.00	\$644.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$1,701.77	\$1,701.77	0.0%
Parcel D	Single Family 55'	161	1.18	189.98	25.86%	\$1,248.16	\$1,248.16	0.000%	\$759.00	\$759.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,007.16	\$2,007.16	0.0%
Parcel D	Single Family 65'	56	1.52	85.12	11.59%	\$1,607.81	\$1,607.81	0.000%	\$978.00	\$978.00	0.0%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$2,585.81	\$2,585.81	0.0%
Parcel E1	Townhome	52	0.73	37.96	5.17%	\$772.17	\$772.17	0.000%	\$0.00	\$0.00	n/a	\$675.00	\$675.00	0.0%	\$535.00	\$535.00	0.0%	\$1,982.17	\$1,982.17	0.0%
Parcel E1	Single Family 45'	66	1.00	66.00	8.98%	\$1,057.77	\$1,057.77	0.000%	\$0.00	\$0.00	n/a	\$925.00	\$925.00	0.0%	\$734.00	\$734.00	0.0%	\$2,716.77	\$2,716.77	0.0%
Parcel E1	Single Family 55'	35	1.18	41.30	5.62%	\$1,248.16	\$1,248.16	0.000%	\$0.00	\$0.00	n/a	\$1,092.00	\$1,092.00	0.0%	\$866.00	\$866.00	0.0%	\$3,206.16	\$3,206.16	0.0%
Parcel F	Single Family 40'	25	1.00	25.00	3.40%	\$1,057.77	\$1,057.77	0.000%	\$0.00	\$0.00	n/a	\$1,098.85	\$1,098.85	0.0%	\$734.00	\$734.00	0.0%	\$2,890.62	\$2,890.62	0.0%
Parcel F	Single Family 50'	50	1.18	59.00	8.03%	\$1,248.16	\$1,248.16	0.000%	\$0.00	\$0.00	n/a	\$1,296.64	\$1,296.64	0.0%	\$866.00	\$866.00	0.0%	\$3,410.81	\$3,410.81	0.0%
Parcel F	Single Family 60'	2	1.52	3.04	0.41%	\$1,607.81	\$1,607.81	0.000%	\$0.00	\$0.00	n/a	\$1,670.25	\$1,670.25	0.0%	\$1,115.00	\$1,115.00	0.0%	\$4,393.05	\$4,393.05	0.0%
UNPLATTED UNITS																				
Parcel E-2	Commercial Live/Work Multifamily Townhome Villa Single Family 40'	187	0.90	132.25	18%	\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,417.31	\$1,417.31	0.0%
Parcel E-2		37	0.90			\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,417.31	\$1,417.31	0.0%
Parcel E-2		1346	0.90			\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$201.32	\$201.32	0.0%	\$264.00	\$264.00	0.0%	\$1,417.31	\$1,417.31	0.0%
Parcel E-2		168	0.90			\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$408.22	\$408.22	0.0%	\$535.00	\$535.00	0.0%	\$1,895.21	\$1,895.21	0.0%
Parcel E-2		44	0.90			\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$436.19	\$436.19	0.0%	\$572.00	\$572.00	0.0%	\$1,960.18	\$1,960.18	0.0%
Parcel E-2		181	0.90			\$951.99	\$951.99	0.000%	\$0.00	\$0.00	n/a	\$559.21	\$559.21	0.0%	\$734.00	\$734.00	0.0%	\$2,245.20	\$2,245.20	0.0%
		2505		734.65	100%															

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the New River Community Development District (“**District**”) prior to June 15, 2021 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Proposed Budget**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEW RIVER COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 18, 2022
HOUR:	11:30 a.m.
LOCATION:	New River Amenity Center 5227 Autumn Ridge Dr. Wesley Chapel, Florida 33545

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 19TH, 2022.

Attest:

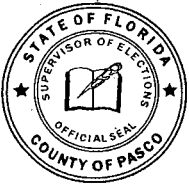
**New River Community
Development District**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chair/Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2022/2023

4Eiv.



Brian E. Corley
Supervisor of Elections
 PO Box 300
 Dade City FL 33526-0300

1-800-851-8754
www.pascovotes.com

April 19, 2022

Sandra Demarco
 Recording Manager
 210 N University Dr
 Suite 702
 Coral Springs FL 33071

Dear Sandra Demarco:

Pursuant to your request, the following voter registration statistics are provided for their respective community development districts as of April 15, 2022.

• Asturia Community Development District	1,164
• Chapel Crossing Community Development District	2
• Estancia at Wiregrass Community Development District	1,764
• Heritage Springs Community Development District	2,159
• Lake Bernadette Community Development District	1,583
• Meadow Pointe Community Development District	2,966
• Meadow Pointe II Community Development District	3,679
• New River Community Development District	829
• Oak Creek Community Development District	1,132
• Oakstead Community Development District	2,253
• WaterGrass II Community Development District	1,582

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

Sincerely,

Tiffannie A. Alligood
 Chief Administrative Officer