

**AVALON PARK WEST
COMMUNITY DEVELOPMENT
DISTRICT**

November 19, 2021

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

Avalon Park West Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

November 12, 2021

Board of Supervisors
Avalon Park West Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Avalon Park West Community Development District will hold a Regular Meeting on November 19, 2021, at 10:00 a.m., or immediately following the adjournment of the Silverado CDD Meeting at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of All Done Services, Inc. Rate Increase
4. Consideration of Stantec Consulting Services Cost Proposal for Preparation of Stormwater Management Needs Analysis
5. Discussion: Temporary Closure of APW CDD Amenity Center
 - Consideration of Temporary Access and Staging Easement
6. Consideration of Conveyance Items
 - A. Review of Conveyance Map
 - B. Deed from New River CDD to Avalon Park West CDD
 - C. Deed from Forestar to Avalon Park West CDD
 - D. Deed from Forestar to Avalon Park West HOA (Informational Purposes Only)
 - E. Assignment of Plat Rights
 - F. Consideration of Temporary Construction Easement
7. Consideration of CDD/HOA Maintenance Agreement
8. Approval of October 29, 2021 Regular Meeting Minutes
9. Staff Reports

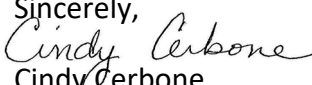
- A. District Counsel: *KE Law Group, PLLC*
 - Update: Letter Regarding Spa Warranty Claim
- B. District Engineer: *Stantec Consulting Services*
- C. Operations Manager: *Access Management*
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: December 17, 2021, *immediately following the adjournment of the Silverado CDD Meeting, scheduled to commence at 10:00 A.M.*

○ QUORUM CHECK

MARYBEL DEFILLO	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
ROSS HALLE	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
MARY MOULTON	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
RAY DEMBY	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
CHRISTIAN COTTER	<input type="checkbox"/>	IN-PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,

 Cindy Carbone
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

3

ALL DONE SERVICES, INC.

5217 Swallow Dr. Land O'Lakes, Florida 34639 813-536-1248
Licensed and Insured

November 1, 2021

Barry Mazzone
Avalon Park West Community Development District
C/O Access Management
7320 E. Fletcher Ave., Suite 160
Tampa, FL 33637

Dear Barry:

I want to thank you so much for our business relationship with Avalon Park West CDD that started in October of 2018. I believe this relationship has been mutually beneficial with no major problems. We take pride in cleaning your facility.

We are now at a point in the finances of our business that we must increase the rate we charge for our service. Effective with the December, 2021 invoice, the rate we charge Avalon Park West CDD will increase from \$565 per month to \$625 per month.

It is our aim to continue to give you the best possible service at the lowest possible price for years to come. We truly do appreciate your business.

I understand that Access Management manages only the amenity center for Avalon Park West CDD, but in reviewing my files, I cannot find where I was ever given any information on what company or person actually manages Avalon Park West CDD. For that reason, I am giving you this notice of rate increase and ask that you pass it along to the proper CDD management person.

Sincerely,



Harold Odom
Vice President

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by:

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

TEMPORARY ACCESS AND CONSTRUCTION STAGING EASEMENT

THIS TEMPORARY ACCESS AND CONSTRUCTION STAGING EASEMENT (“Agreement”) is made and entered into to be effective as of the ____ day of _____, 2021 and is 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 Pasco County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**” or “**Grantor**”); and

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (together with its successors and assigns, “**Developer**” or “**Grantee**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Pasco County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a temporary, non-exclusive access and construction staging easement over the Easement Area for the purpose of staging a construction project (“**Project**”), whereby Grantee or its contractor shall dig fill from an area behind and outside of the Easement Area and then will haul the fill across the Easement Area for disposal at another location outside the Easement Area; and

WHEREAS, the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, 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. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee a temporary, non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress in order to stage the Project and transport fill ("**Easement**"). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee's use of the Easement Area. The Easement shall terminate immediately upon the time the Project is completed. At the completion of the Project, Grantee will restore the amenity to its original condition, and may also at Grantee's option repave the amenity parking lot and any roadways within the Easement Area.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, and shall be in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

6. LIENS. Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

7. EXERCISE OF RIGHTS. The rights and Easement created by this Agreement are subject to the following provisions:

(a) Grantee shall access and install the Easement Area in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the use of the area. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the

Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for the staging of the Project or for the hauling of fill.

(c) Grantee shall cause its contractors and/or subcontractors performing work on the Project to comply with the requirements of this Agreement by incorporating Grantee's obligations hereunder into any agreements with Grantee's contractors and/or subcontractors.

8. DEFAULT. A default by the Grantor or Grantee 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 actual damages, injunctive relief, and specific performance.

9. 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.

10. THIRD PARTIES. This Agreement is solely for the benefit of the Grantor and Grantee, 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, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Grantor shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

11. ASSIGNMENT. Neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable.

12. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Pasco County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

13. PUBLIC RECORDS. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

15. 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 their respective successors and permitted assigns, transferees, and/or licensees.

16. 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, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

17. 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 Grantor and Grantee.

18. 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.

19. EFFECTIVE DATE. The effective date of this Agreement shall be the date first written above.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee caused this *Temporary Access and Construction Staging Easement* to be executed, to be effective as of the day and year first written above.

WITNESS

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, **Chairperson**, of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR TEMPORARY CONSTRUCTION EASEMENT]

WITNESS

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 _____, 2021, 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)

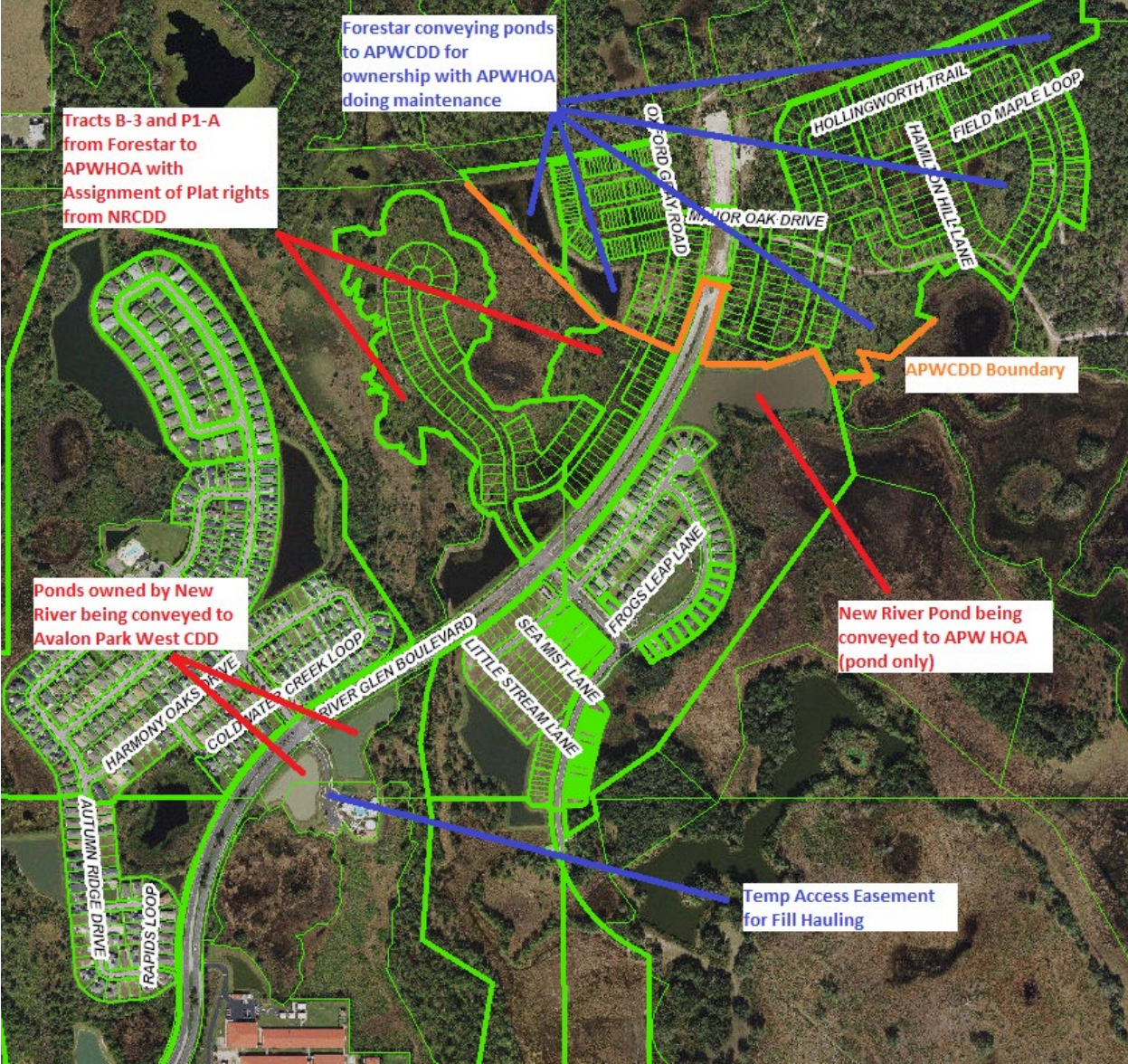
Exhibit A – Easement Area

**EXHIBIT A
EASEMENT AREA**

DRAFT

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

6A



AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6B

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 _____, 2021, 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 ("**Grantor**"), 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.)

WITNESS:

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, as described in **EXHIBIT A** attached hereto;

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

[SIGNATURE 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

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 _____, 2021, by _____, as _____ of **NEW RIVER COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC, STATE OF _____

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

LEGAL DESCRIPTION

[INSERT DESCRIPTION OF PONDS IN FRONT OF AMENITY, AND B-2 POND]

DRAFT

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6C

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 _____, 2021, 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 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (“**Grantor**”), 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*, recorded in Plat Book 84, Page 96 et. seq., of the Official Records of Pasco County, Florida.

**[CHECK LEGAL DESCRIPTION (NOT SURE ROADS SHOULD BE INCLUDED);
NEED TO CONFIRM WHETHER WORK HAS BEEN FUNDED FOR EACH
AREA]**

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

All (APWCDD) Drainage and Access Easements within the District’s boundaries, including but not limited to Tracts B-4C, B-10A, B-10B and B-12C, as more particularly described and depicted on the plat entitled Avalon Park West – North Phases 1A and 1B, recorded in Plat Book 84, Page 96 et. seq., of the Official 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 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.

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]

DRAFT

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 _____, 2021, 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.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6D

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 _____, 2021, by **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation, whose address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 ("**Grantor**"), 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 and P-1A, as more particularly described and depicted on the plat entitled Avalon Park West – North Phases 1A and 1B, recorded in Plat Book 84, Page 96 et. seq., of the Official Records of Pasco County, Florida.

[OTHER TRACTS?]

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.

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]

DRAFT

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 _____, 2021, 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.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

6 E

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 _____, 2021, 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:

1. 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, Page 96 et. seq., of the Official Records of Pasco County, Florida; and
2. Tract B-2 (Drainage Area ONLY), as more particularly described and depicted on the plat entitled *Avalon Park West Parcel E Phase 1*, recorded in Plat Book 75, Page 81 et. seq., of the Official 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 _____, 2021, 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 _____, 2021, 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)

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

6F

This instrument was prepared by:

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Agreement”) is made and entered into to be effective the ____ day of _____, 2021 and by and between:

Forestar (USA) Real Estate Group, Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 (together with its successors and assigns, “**Developer**” or “**Grantor**”); and

Avalon Park West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**” or “**Grantee**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Grantor is the owner in fee simple of certain real property located in Pasco County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Easement Area**”); and

WHEREAS, Grantee has requested that the Grantor grant to Grantee a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements (“**Improvements**”) set forth in the Grantee’s improvement plan, and the Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the parties, 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. EASEMENT; AUTOMATIC TERMINATION. The Grantor hereby grants to Grantee an easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, operation, maintenance, repair and/or replacement of the Improvements (“**Easement**”). Grantee shall use all due care to protect the Easement Area and adjoining property from damage resulting from Grantee’s use of the Easement Area. The Easement shall terminate immediately upon the time at which any of the lands within the Easement Area are either: (1) platted as residential lots, or (2) conveyed to the District or another governmental entity, provided however that such termination in (1) or (2) shall only apply with respect to such platted residential lots or conveyed lands.

3. DAMAGE. In the event that Grantee, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

4. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.

5. INDEMNITY. To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Indemnitees**”), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Agreement or use of the Easement Area by Grantee, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

6. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall constitute or be construed as a waiver of Grantee’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

7. LIENS. Grantee shall not permit (and shall promptly satisfy) any construction, mechanic’s lien or encumbrance against the Easement Area or other Grantor property in connection with the exercise of its rights hereunder.

8. EXERCISE OF RIGHTS. The rights and Easement created by this Agreement are subject to the following provisions:

(a) Grantee shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Grantor makes no representation that the Easement Area is suitable for installation of the Improvements. Grantee acknowledges that there are or may be existing facilities located within the Easement Area. Grantee shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

(c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with Grantee, its successors and assigns.

9. DEFAULT. A default by the Grantor or Grantee 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 actual damages, injunctive relief, and specific performance.

10. ENFORCEMENT. In the event that the Grantor or Grantee seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. 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.

12. THIRD PARTIES. This Agreement is solely for the benefit of the Grantor and Grantee, 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, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The Grantor shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.

13. ASSIGNMENT. Neither of the parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the parties absent the written consent of the other party shall be void and unenforceable.

14. CONTROLLING LAW; VENUE. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in Pasco County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

15. PUBLIC RECORDS. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

17. 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 their respective successors and permitted assigns, transferees, and/or licensees.

18. 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, that the respective parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

19. 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 Grantor and Grantee.

20. 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.

21. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date first written above.

22. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee caused this *Temporary Construction Easement* to be executed, to be effective as of the day and year first written above.

WITNESS

**AVALON PARK WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, **Chairperson**, of **AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

[SIGNATURE PAGE FOR TEMPORARY CONSTRUCTION EASEMENT]

WITNESS

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 _____, 2021, 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)

Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

[USE DISTRICT LEGAL LESS PLATTED AREAS]

DRAFT

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

7

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this ____ day of _____, 2021, 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, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape 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:

SECTION 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.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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 Pasco County, Florida.

SECTION 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@WESTPORTCDD.NET.

SECTION 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.

SECTION 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.

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

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

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

By: _____

Its: _____

AVALON PARK WEST HOMEOWNERS' ASSOCIATION, INC.

By: _____

Its: _____

EXHIBIT A: Scope of Work

DRAFT

**EXHIBIT A
SCOPE OF WORK**

DISTRICT IMPROVEMENTS

The Association shall operate, maintain and repair the following District improvements, as shown in the map attached hereto as **EXHIBIT B**:

- **Entry Roadway Improvements** – The roadway, landscaping, irrigation, hardscaping and lighting improvements located in Tract _____ as identified on the plat entitled _____ which is recorded in the Public Records of Pasco County, Florida at Plat Book ____, Pages ____ et seq. (“Plat”).
- **Additional Landscaping, Irrigation, Hardscaping & Lighting** – The landscaping, irrigation, hardscaping and lighting improvements within Tracts _____, and within all Landscape Buffer Easements, all as identified on the Plat.
- **Stormwater & Wetlands Improvements** – Stormwater and drainage facilities, within Tracts _____, as well as within the Lake Access Easements, Drainage Easements and Lake Maintenance Easements, all as identified on the Plat. Wetlands within Tract ____, and within those Preserve Access Easements, as identified on the Plat.
- **[Mention Irrigation System; Need to maintain re-use meters]**

MAINTENANCE PROGRAM

Weekly:

- Common mowing of the District properties (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 [re-use irrigation meters].

Monthly:

- Common mowing of the District properties (once per month from November 1 through March 1). Weeding, edging and tree trimming will be done on an as needed basis.
- 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.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

8

DRAFT

**MINUTES OF MEETING
AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Avalon Park West Community Development District held a Regular Meeting on October 29, 2021, at 10:00 a.m., immediately following the adjournment of the Silverado CDD Meeting at Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

Present were:

Christian Cotter	Chair
Mary Moulton	Vice Chair
Ross Halle	Assistant Secretary
Marybel Defillo	Assistant Secretary
Raymond Demby	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine	District Counsel
Barry Mazzoni	Operations Manager
John _____	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:16 a.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Discussion: Parking Lot Towing

- **Agreement For Private Property Impounds**

38 Mr. Mazzone stated that the neighboring New River CDD (NRCDD) recently implemented
39 a towing policy. He presented a proposal for consideration, should the Board be interested.
40 Discussion ensued regarding the possible need to deter overnight parking and parking of
41 commercial vehicles. Mr. Mazzone stated that some issues arose but nothing significant. The
42 consensus was there is no current need for towing services.

43

44 **FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022 Deficit
Funding Agreement for Additional Services**

45

46

47 Ms. Cerbone stated she would like to explain the Fourth and Fifth Orders of Business
48 together and then ask District Counsel in what order he recommends they be addressed.

49 Ms. Cerbone stated that Mr. Mazzone contacted her regarding additional maintenance
50 that would be necessary, beyond what was budgeted in the Fiscal Year 2022 budget. She asked
51 him if he anticipated any other items beyond those listed for the Board to consider.

52 Mr. Mazzone stated, while the majority of the items were included in the proposals
53 listed, recently addressed items included signage and mats required by the insurance carrier, as
54 well as an air conditioner and shower and splash pad repairs; the spa and splash pad also have
55 ongoing issues.

56 Ms. Cerbone stated the total cost for the four proposals is \$19,520, including optional
57 amounts listed on the proposals. When the Fiscal Year 2022 budget was adopted, all revenue
58 was from either on-roll or off-roll assessments; the CDD budget is no longer Landowner funded
59 so, if these items are considered, Board approval and a budget amendment would be
60 necessary, as well as a Deficit Funding Agreement with the Developer.

61 Mr. Earlywine stated he prepared a Deficit Funding Agreement that provides for the
62 Developer to advance the funds for these items now; the items could then be budgeted and
63 repaid during the last quarter of Fiscal Year 2022. The second option would be to wait and
64 address these items when more cash is available. The third option would be to use the cash
65 available now and implement a Deficit Funding Agreement if necessary. A Board Member
66 expressed support for the third option.

67 Ms. Cerbone stated the Fiscal Year 2022 budget is tight because the \$50,000 for the
68 Interlocal Agreement would not be billed until February 2022 and because NRCDD may have
69 just approved the Cost Share Agreement and, if so, an invoice may be sent for the amount
70 spent in Fiscal Year 2021 and periodic invoicing for Fiscal Year 2022 may begin. Discussion
71 ensued regarding whether the Agreement was approved. Mr. Earlywine confirmed that the
72 Agreement was signed but an executed copy was not yet received.

73 Mr. Halle voiced his opinion that it would create fewer issues if this CDD engaged the
74 Amenity Manager directly. Discussion ensued regarding issues with trash collection, dumpsters,
75 personal vehicle usage, access to and communication with the Amenity Manager, the scope of
76 the Agreement and the Amenity Manager's job description. Whether trash collection should be
77 separate or shared between the CDDs and difficulties working as one community with regard to
78 billpaying, contractor management and Amenity Management were discussed. The consensus
79 was that the CDDs need equal access to the Amenity Manager and it is necessary to streamline
80 communication.

81 Regarding the Fourth and Fifth Orders of Business, Ms. Cerbone asked Mr. Earlywine, if
82 the Board chose to approve the proposals today, if verbiage could be inserted into the Deficit
83 Funding Agreement to stipulate that the Agreement would not be effective until monies are
84 needed. Mr. Earlywine stated the Agreement language was written that way but it was good to
85 state on the record that a funding request may or may not be submitted right away. Ms.
86 Cerbone stated the intention is not to send a funding request unless a funding issue exists. As
87 District Manager, she would work directly with the Accountant to ensure that the situation is
88 clearly communicated.

89 Discussion ensued regarding the proposals included in the Fifth Order of Business. Ms.
90 Moulton observed that the hot tub sauna is not included and asked if there was an estimate for
91 necessary repairs. Mr. Mazzoni stated various issues have been addressed but the original
92 installer stated the spa was out of warranty and repairs would be priced accordingly; he would
93 follow up on the issue. Mr. Halle stated, while the spa may be out of warranty time-wise, he
94 had asked the contractor to extend the warranty because the spa had issues before the
95 Certificate of Occupancy (CO) was even issued and he would like to send documentation of the

96 issue in order to help hold the Contractor accountable. Mr. Earlywine stated, if the Contractor
97 was put on notice early, there is a good chance. He asked Mr. Halle to send him the emails so
98 that he can follow up with the contractor.

99 Discussion ensued regarding splash pad repairs. Mr. Mazzone stated it was now
100 functioning properly. Mr. Demby asked when projects funded by the Developer would be
101 repaid. Ms. Cerbone stated it could be August or September based on expenditures but worst
102 case it could be October. Mr. Halle asked why it could not be paid sooner. The Board directed
103 Ms. Cerbone to request an invoice sooner.

104

On MOTION by Mr. Demby and seconded by Mr. Cotter, with all in favor, the Fiscal Year 2022 Deficit Funding Agreement for Additional Services, in substantial form and pending review by Developer’s Counsel, was approved.

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FIFTH ORDER OF BUSINESS

Consideration of Proposals

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A. Integrity Pressure Cleaning, Inc., Power Washing Proposal of Services

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B. B & G Painting for Amenity Center

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C. Grandview Botanicals for Additional Landscape Items for Amenity Center

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D. EZ Mulch for Playground Chip

114

These items were discussed in conjunction with the Fourth Order of Business.

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On MOTION by Mr. Demby and seconded by Mr. Cotter, with all in favor, the Integrity Pressure Cleaning, Inc. Proposal in the amount of \$3,625, B & G Painting proposal in the amount of \$9,270 plus \$1,170, Grandview Botanicals proposal in the amount of \$3,610 and EZ Mulch proposal in the amount of \$1,845, for a total of \$19,520, were approved.

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SIXTH ORDER OF BUSINESS

Update: Stormwater Reporting Requirements

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Ms. Cerbone stated the CDD would be required to submit a Stormwater Management Needs Analysis, with the first being due by June 30, 2022 and then every five years thereafter.

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130 The District Engineer was aware that this needs to be submitted and was asked to provide a
 131 proposal at the next meeting of the cost to prepare the report. Mr. Earlywine stated the
 132 Analysis would fulfill a Statutory Requirement. Ms. Cerbone stated that KE Law Group’s
 133 Memorandum with additional details and the Worksheet to be prepared were included in the
 134 agenda.

135

On MOTION by Mr. Cotter and seconded by Ms. Moulton, with all in favor, authorizing the District Engineer to prepare a cost proposal for preparation of the Stormwater Management Needs Analysis, was approved.

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SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2021

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Ms. Cerbone presented the Unaudited Financial Statements as of September 30, 2021.

144

Mr. Demby referred to the “Field Operations” line item and asked about the savings.

145

Mr. Mazzoni stated that, because Access eliminated the Field Operations contract, the \$750 monthly charge no longer applied, as of September, when payroll was included in the budget.

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On MOTION by Mr. Demby and seconded by Mr. Cotter with all in favor, the Unaudited Financial Statements as of September 30, 2021, were accepted.

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EIGHTH ORDER OF BUSINESS

Approval of August 27, 2021 Public Hearings and Regular Meeting Minutes

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Ms. Cerbone presented the August 27, 2021 Public Hearings and Regular Meeting Minutes.

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On MOTION by Ms. Moulton and seconded by Mr. Demby, with all in favor, the August 27, 2021 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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NINTH ORDER OF BUSINESS

Staff Reports

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166 **A. District Counsel: *KE Law Group, PLLC.***

167 Mr. Earlywine stated the 2022 bond issue would likely proceed in April 2022.

168 **B. District Engineer: *Stantec Consulting Services***

169 There was no report.

170 **C. Operations Manager: *Access Management***

171 Mr. Mazzoni presented the Field Operations Report and noted the following:

172 ➤ The transition of landscaping vendors was complete. Grandview started and will be
173 maintaining the amenity going forward.

174 ➤ Food trucks utilized at an unsupervised event caused damage to the Amenity Facility
175 wall and trash was left in the parking lot. Mr. Allen was monitoring those areas and addressing
176 those issues. Unsupervised events would no longer be permitted.

177 Mr. Cotter requested that Board Members and Staff be advised of such issues.

178 ➤ Projects required by the insurance carrier were completed, including installation of
179 signage and additional commercial mats.

180 Mr. Mazzoni discussed the upcoming field operations transition. Effective December 1,
181 2021, he would assume a new role with Access Management and Ms. Patty Desthers would
182 assume the role of Regional Director of Operations for the Tampa office. He stated that Ms.
183 Tirria Williams, a wonderful HOA Manager, would be working with Mr. Allen to manage and
184 maintain the amenities. He thanked the Board for their support.

185 Mr. Halle stated he felt the amenities improved greatly over the past six months.

186 Mr. Mazzoni discussed several examples of Mr. Allen's service and to homeowners and
187 Staff and stated he was a credit to both CDDs and to the community.

188 **D. District Manager: *Wrathell, Hunt and Associates, LLC***

189 • **NEXT MEETING DATE: November 19, 2021, immediately following the**
190 ***adjournment of the Silverado CDD Meeting, scheduled to commence at 10:00***
191 ***A.M.***

192 ○ **QUORUM CHECK**

193 The next meeting would be held on November 19, 2021, unless canceled. Ms. Cerbone
194 stated the next Silverado meeting would probably last one full hour and stated the meeting
195 would not begin until all Board Members have arrived.

196

197 **TENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

198

199 Ms. Moulton thanked Mr. Halle for providing the background information on the hot
200 tub and sauna.

201

202 **ELEVENTH ORDER OF BUSINESS** **Public Comments**

203

204 There were no public comments.

205

206 **TWELFTH ORDER OF BUSINESS** **Adjournment**

207

208 There being nothing further to discuss, the meeting adjourned.

209

210 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**
211 **meeting adjourned at 12:00 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

AVALON PARK WEST
COMMUNITY DEVELOPMENT DISTRICT

9A



November 10, 2021

Bob's Pools and Screens
850 E Semoran Blvd
Casselberry, Florida 32707

Re: Avalon Park West Community Development District

Dear Mr. Wendorf:

My firm serves as District Counsel for the Avalon Park West Community Development District,¹ which is a special purpose unit of local government that owns, operates and maintains certain public infrastructure, including but not limited to, the amenity center within the District. As you know, and pursuant to an April 26, 2018 agreement, your company installed a pool and spa at the Avalon West community, and ever since the pool and spa were installed, and as you have been made aware on numerous occasions, there have been recurring operational issues with the facilities. Specifically, the spa equipment cannot circulate water, heat the water and/or generate bubbles simultaneously. At most, only two out of the three main functions operate at one time, and never once has the equipment worked for more than a 90-day period since the installation. Since these issues date back to the construction of the spa, the District requests your company resolve any remaining issues with the spa equipment to ensure it operates mechanically in the way it was contemplated in the original contract.

Within the next 5 business days, please contact my office at 850-528-6152 or the office of the District Manager at 561-571-0010 to advise how you intend to proceed to correct these defects. Otherwise, the District will have no choice but to pursue all available legal remedies. Thank you for your prompt attention to this matter.

Sincerely,

/s/ Jere Earlywine

Jere Earlywine
District Counsel

Enclosures

cc: Stantec Consulting Services, District Engineer
Cindy Cerbone, District Manager

¹ If you are represented by counsel in this matter, please forward this correspondence to your legal counsel.

AVALON PARK WEST

COMMUNITY DEVELOPMENT DISTRICT

9D

AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 22, 2021 <i>rescheduled to October 29, 2021</i>	Regular Meeting	10:00 AM*
October 29, 2021	Regular Meeting	10:00 AM*
November 19, 2021*	Regular Meeting	10:00 AM*
December 17, 2021*	Regular Meeting	10:00 AM*
January 28, 2022	Regular Meeting	10:00 AM*
February 25, 2022	Regular Meeting	10:00 AM*
March 25, 2022	Regular Meeting	10:00 AM*
April 22, 2022	Regular Meeting	10:00 AM*
May 27, 2022	Regular Meeting	10:00 AM*
June 24, 2022	Regular Meeting	10:00 AM*
July 22, 2022	Regular Meeting	10:00 AM*
August 26, 2022	Public Hearing & Regular Meeting	10:00 AM*
September 23, 2022	Regular Meeting	10:00 AM*

**Meetings will commence at 10:00 AM, or immediately following the adjournment of the Silverado CDD Meetings, scheduled to commence at 10:00 AM*

CALL-IN NUMBER: 1-888-354-009
PARTICIPANT PASSCODE: 801 901 3513

Exception:

**meeting date is one week early to accommodate holiday*