

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**April 22, 2022**

**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

April 15, 2022

Board of Supervisors  
Avalon Park West Community Development District

Dear Board Members:

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

**NOTE: Meeting Location**

The Board of Supervisors of the Avalon Park West Community Development District will hold a Regular Meeting on April 22, 2022, at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Raymond Demby, Seat 4; *Term Expires November 2022*
4. Consider Appointment of Ty Vincent to Fill Unexpired Term of Seat 4
  - A. Administration of Oath of Office (*the following will be provided in a separate package*)
    - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - II. Membership, Obligations and Responsibilities
    - III. Financial Disclosure Forms
      - a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
    - IV. Form 8B: Memorandum of Voting Conflict
  - B. Consideration of Resolution 2022-05, Appointing and Removing Officers of the Avalon Park West Community Development District and Providing for an Effective Date
5. Discussion: Cost Sharing with New River CDD
6. Discussion: Real Estate Conveyances and Maintenance Related Docs

- A. Conveyance Map
- B. New River CDD (NRCDD) and APW HOA Items *(for informational purposes)*
  - I. Quit Claim Deed (Forestar to NRCDD)
  - II. QuitClaim Deed (Forestar to APW HOA)
  - III. Maintenance Easement (NRCDD to APW HOA)
- C. Consideration of Avalon Park West CDD (APWCDD) Items
  - I. Quit Claim Deed (Forestar to APWCDD)
  - II. Quit Claim Grant of Easement (APW HOA to APWCDD)
- D. Consideration of Maintenance Agreement Related Items
  - I. Consideration of Restated Amenity Center Interlocal Agreement
  - II. Consider Termination of Access Residential Management, LLC Amended and Restated Field Operations Agreement, Effective 10/1/2022
  - III. Letter Agreement for the Assignment of Amenity Management Agreement and Assignment of Cost Share Agreement
  - IV. Consideration of Fiscal Year 2022 Deficit Funding Agreement for Additional Services
  - V. Consideration of CDD/HOA Maintenance Agreement
- 7. Consideration of Resolution 2022-09, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; and Providing for an Effective Date
- 8. Update: Monuments and Future Connection
- 9. Consideration of Resolution 2022-06, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
- 10. Consideration of Resolution 2022-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
- 11. Consideration of Resolution 2022-08, Designating Date, Time and Location for Landowners' Meeting of the District; and Providing for Severability and an Effective Date

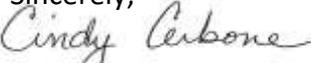
- 12. Acceptance of Unaudited Financial Statements as of March 31, 2022
- 13. Approval of February 25, 2022 Regular Meeting Minutes
- 14. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Stantec Consulting Services*
  - C. Operations Manager: *Access Management*
    - Update: Spa Warranty Claim
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: May 27, 2022, 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
TY VINCENT	<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

- 15. Board Members' Comments/Requests
- 16. Public Comments
- 17. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Jamie Sanchez at (561) 512-9027.

Sincerely,  
  
Cindy Cerbone  
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**

**NOTICE OF TENDER OF RESIGNATION**

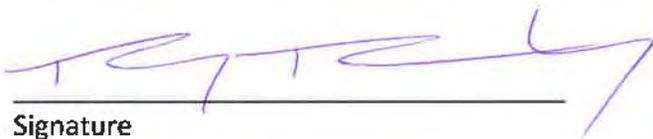
To: Board of Supervisors  
Avalon Park West Community Development District  
Attn: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: Raymond Demby  
Printed Name

Date: 2/25/22  
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Avalon Park West Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  personally presented at a duly noticed meeting of the Board of Supervisors,  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) or  faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

  
Signature

**AVALON PARK WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**

**RESOLUTION 2022-05**

**A RESOLUTION APPOINTING AND REMOVING OFFICERS OF THE  
AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District desires to appoint the below-recited person to the office specified.

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

**SECTION 1.** The following is appointed as an Officer of the District effective upon the passage of this Resolution:

**Ty Vincent** is appointed Assistant Secretary.

**Jamie Sanchez** is appointed Assistant Secretary.

**SECTION 2.** The following is removed as an Officer of the District effective upon the passage of this Resolution:

**Ray Demby** is removed as Assistant Secretary.

**SECTION 3.** This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary, Treasurer, Assistant Secretaries, and Assistant Treasurer.

**SECTION 4.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2022.**

**ATTEST:**

**AVALON PARK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

# CDD Cost Comparison

**New River**

Fiscal 2022

**1 Community Sign ( Entry & Walls Maintenance) Painting**

	\$2,000
Access Control Maintenance & Repair	\$2,500
Miscellaneous Expenses	\$1,500
Office Supplies	\$250

**2 Clubhouse**

Payroll Salaries	\$34,074
Clubhouse - Facility Janitorial Service	\$3,000
Pest Control	\$425
Contract - Pool Service	\$10,200
Utility - Rec Facilities	\$6,600
R&M Parking Lot (seal coat/restripe)	\$1,500
Internet Services	\$2,100
R&M Clubhouse (pool furniture)	\$10,000
R&M Pools ( Pump repair )	\$2,500
Amenity Maintenance & Repairs (replace all ceiling lighting and ceiling texture)	\$5,000
Facility A/C & Heating Maintenance	\$1,500
Security System Monitoring & Maint	\$2,500

**3 Playground & Basketball Court**

	\$2,500	
Athletic/Park Court/Field Repairs (sod)	\$1,500	
Garbage Collection (depends on staffing contract)	\$10,000	Removed, garbage is taken to APW
Facility Supplies	\$1,000	
Clubhouse - Facility Janitorial Supplies	\$400	
Pool Permit	\$500	
Dog Waste Station Service & Supplies	\$4,100	Removed,waste is taken to APW

**7 Boulevard Landscaping and Ponds that are drainage for the Blvd**

Pressure Washing	\$13,500
Insurance Property	\$7,500
R&M- Well Maintenance (back up water supply at entrance)	\$2,500
Landscape Maintenance	\$133,000
Landscape Replacement	\$40,000
Street Lights Blvd	\$35,438
Utility Irrigation	\$3,500
Aquatic Maintenance (only ponds servicing the Blvd)	\$9,300
Holiday Decoration	\$2,500

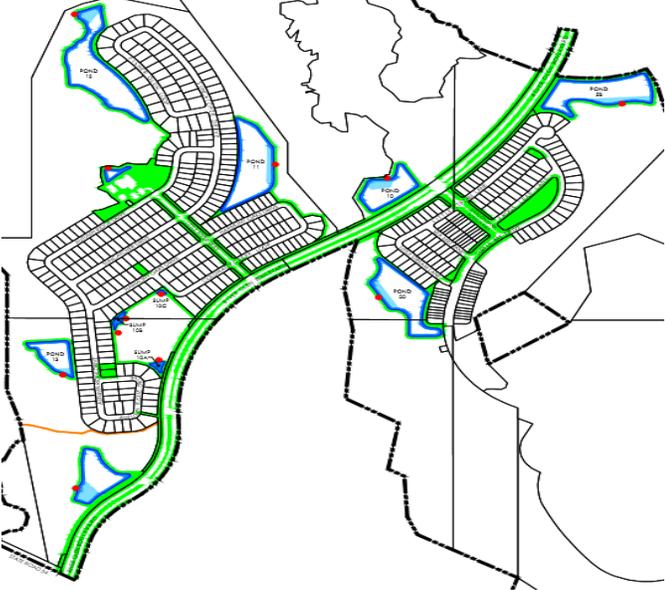
# CDD Cost Comparison

**\$352,887**

-\$14,100

**\$338,787**

**\$338.79** Per Home 1,000 homes



## CDD Cost Comparison

### Avalon Park West

Electric Utility - recreation facilities	\$15,000
Garbage - recreation facilities	\$2,200
Water/Sewer Utility services	\$6,000
Water Irrigation Reclaim	\$1,000
Stormwater assessment	\$500
Property insurance	\$27,776
Flood insurance	\$650
Entry & walls maintenance	\$2,500
Landscape maintenance, ponds, lake maintenance	\$119,500
Lift station maintenance	\$1,500
Shared amenity mgr w/ benefits	\$37,500
Telephone, internet, cable	\$5,000
Pool permits	\$780
Pest control	\$2,500
Janitorial Services	\$10,000
Pool service contract	\$17,500
Pool Maintenance	\$4,000
Building Maintenance & Repair	\$2,500
Building Maintenance Supplies	\$2,000
HVAC Maintenance	\$2,500
Fire Alarms/Extinguishers	\$750
Playground Maintenance	\$2,000
Security Systems Cameras	\$2,500
Janitorial Supplies	\$4,000
Office supplies	\$2,000
Office Equipment Club House	\$1,000
HOA Field Operations Accounting	\$5,000
Access Control	\$4,000
Backflow Testing	\$5,000
Misc. Recreation/Club	\$1,000
Miscellaneous contingency	<u>\$3,000</u>
Total field operations	\$291,156
Add	
Holiday Decorations Amenity Center	\$3,000
Pressure Washing Blvd	\$10,000
Streetlights	\$10,000

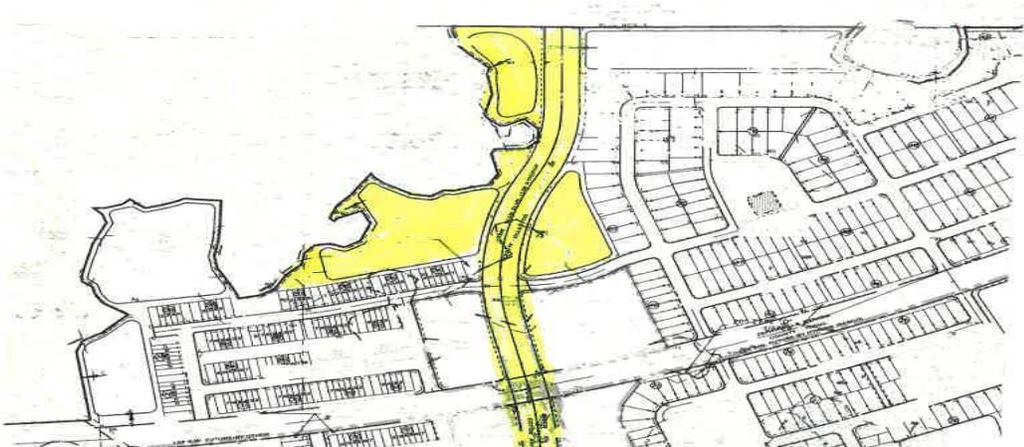
# CDD Cost Comparison

HOA Insurance Blvd.

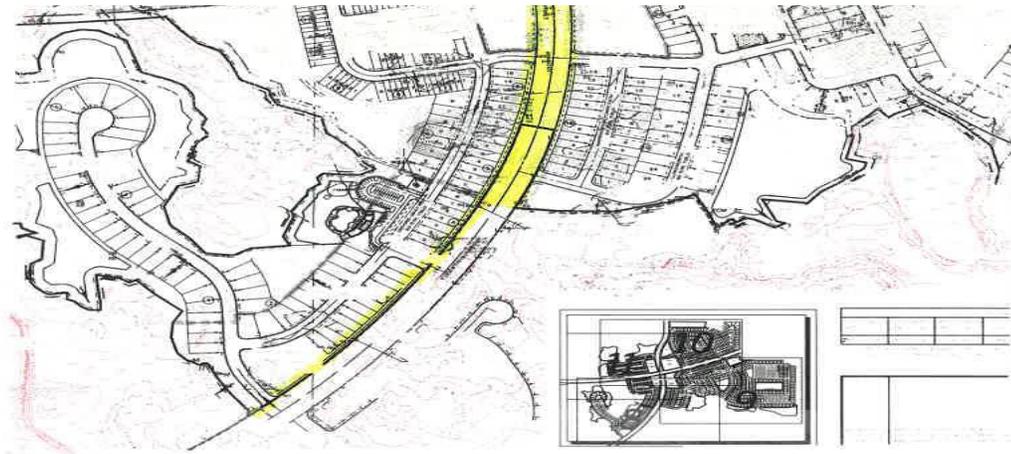
\$2,500

**Current Total**

**\$316,656 \$ 318.57 Per Home based on 994 homes**



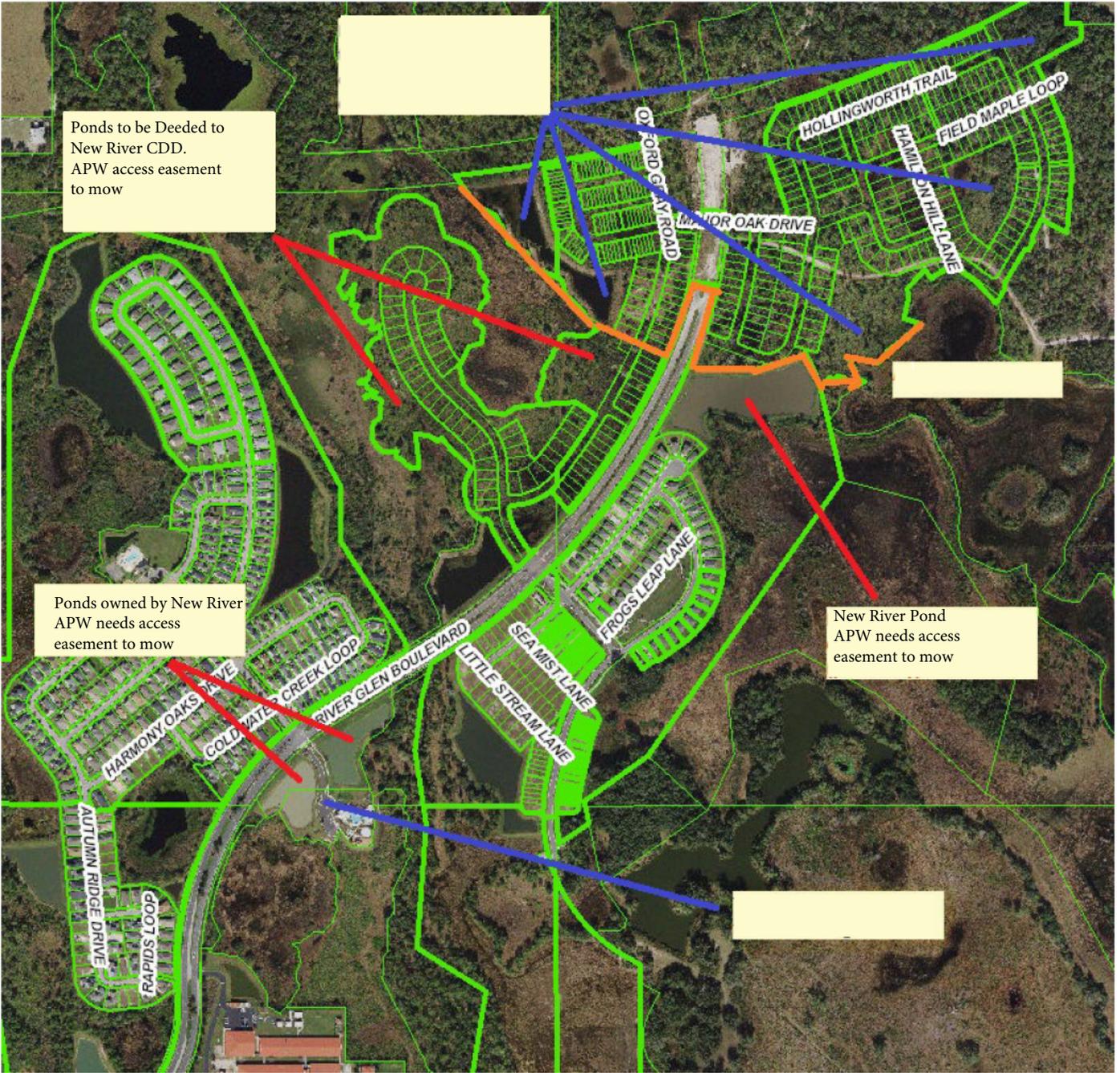
## CDD Cost Comparison



APW shared common area in yellow

**AVALON PARK WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6A**



Ponds to be Deeded to New River CDD. APW access easement to mow

Ponds owned by New River APW needs access easement to mow

New River Pond APW needs access easement to mow

[Redacted]

[Redacted]

[Redacted]

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6BI**

This instrument was prepared by:

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

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### **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, B-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.

### **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 (NRCDD) Drainage and Access Easements (including but not limited to those over Tract B-4B), 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]

**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.

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6B11**

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-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]

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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.

DRAFT

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6B IIII**

This instrument was prepared by:

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

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**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-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:

**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:

**[INSERT LEGAL FOR PONDS OUT FRONT OF AMENITY]**

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6C1**

This instrument was prepared by:

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

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### **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]

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 \_\_\_\_\_, 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.

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6C11**

This instrument was prepared by:

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

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### **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**"):

**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.

[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**

**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)

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6DI**

This instrument was prepared by:

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

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## RESTATED<sup>1</sup> 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

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<sup>1</sup>This 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**

**6D11**

**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

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6D III**

## AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT

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

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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**

**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairperson

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairperson

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

**ACCESS RESIDENTIAL MANAGEMENT, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

# **6DIV**

**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 22nd day of April, 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

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**6D V**

## 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

**DRAFT**

**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

# **AVALON PARK WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**RESOLUTION 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on August 27, 2021, the Board of Supervisors (“Board”) of the Avalon Park West Community Development District (“District”), adopted a Budget for Fiscal Year 2021/2022; and

**WHEREAS**, the Board desires to amend the previously adopted budget for Fiscal Year 2021/2022.

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

Section 1. The Fiscal Year 2021/2022 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2022 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED** this 22nd day of April, 2022.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2022**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Adopted Budget FY 2022	Change	Amended Budget FY 2022
<b>REVENUES</b>			
Assessment levy: on-roll	\$ 137,044	\$ -	\$ 137,044
Allowable discounts (4%)	(5,482)	-	(5,482)
Assessment levy: net	131,562	-	131,562
Assessment levy: off-roll	64,874	-	64,874
Developer contribution	-	50,000	50,000
Interlocal agreement - amenity mgr	35,139	-	35,139
Interlocal agreement	50,000	(25,000)	25,000
Total revenues	<u>281,575</u>	<u>25,000</u>	<u>306,575</u>
<b>EXPENDITURES</b>			
<b>Professional &amp; administrative</b>			
District management	48,000	-	48,000
Legal general counsel	15,000	5,990	20,990
Engineering	5,000	2,500	7,500
Audit	3,500	-	3,500
Debt service fund accounting Series 2021	5,500	(5,500)	-
Arbitrage rebate calculation	750	-	750
Dissemination agent	2,000	(1,000)	1,000
Trustee	6,500	(2,000)	4,500
Telephone	200	-	200
Postage	500	-	500
Printing & binding	500	-	500
Legal advertising	1,500	-	1,500
Miscellaneous mailings	-	22	22
Annual special district fee	175	-	175
Insurance: general liability	5,919	(349)	5,570
Website	705	-	705
ADA website compliance	210	-	210
Contingencies	500	-	500
Total professional & administrative	<u>96,459</u>	<u>(337)</u>	<u>96,122</u>

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Adopted Budget FY 2022	Change	Amended Budget FY 2022
<b>Field operations</b>			
Electric utility services			
Utility services	3,000	616	3,616
Utility - recreation facilities	12,000	-	12,000
Garbage/solid waste control services			
Garbage - recreation facilities	2,500	-	2,500
Solid waste assessment	500	-	500
Water-sewer combination services			
Utility services	4,000	1,116	5,116
Stormwater control			
Stormwater assessment	500	-	500
Other physical environment			
Property insurance	27,175	(1,652)	25,523
Flood insurance	1,322	169	1,491
Entry & walls maintenance	500	-	500
Landscape maintenance	15,500	91,660	107,160
Irrigation repairs	2,000	-	2,000
Landscape replacement	5,000	-	5,000
Lift station maintenance	1,500	-	1,500
Parks & recreation			
Shared amenity mgr w/ benefits	70,278	-	70,278
Gate maintenance & repair	2,500	1,903	4,403
Telephone, fax, internet	1,500	-	1,500
Pool permits	600	-	600
Amenity supplies	500	-	500
Pest control	500	772	1,272
Clubhouse janitorial service	5,250	760	6,010
Pool service contract	12,000	-	12,000
Maintenance & repair	1,500	4,040	5,540
Pool/water park maintenance	1,000	4,000	5,000
Access card system monitoring & maintenar	4,000	-	4,000
Clubhouse - facility janitorial supplies	1,000	-	1,000
Office supplies	1,000	-	1,000
Field operations accounting	2,250	-	2,250
Contingency			
Miscellaneous contingency	3,000	-	3,000
Total field operations	<u>182,375</u>	<u>103,384</u>	<u>285,759</u>

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED GENERAL FUND BUDGET  
FISCAL YEAR 2022**

	Adopted Budget FY 2022	Change	Amended Budget FY 2022
<b>Other fees and charges</b>			
Property appraiser & tax collector	2,741	-	2,741
Total other fees and charges	2,741	-	2,741
Total expenditures	281,575	103,047	384,622
Excess/(deficiency) of revenues over/(under) expenditures	-	(78,047)	(78,047)
Fund balance - beginning (unaudited)	5,857	85,706	91,563
Fund balance - ending (projected)			
Assigned			
Unassigned	5,857	7,659	13,516
Fund balance - ending (projected)	\$ 5,857	\$ 7,659	\$ 13,516

\* Assuming a new bond issuance in FY2022

# **AVALON PARK WEST**

**COMMUNITY DEVELOPMENT DISTRICT**

**9**

**RESOLUTION 2022-06**

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

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Avalon Park West Community Development District (“**District**”) prior to June 15, 2022, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Fiscal Year 2022/2023**”); and

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

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 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.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 26, 2022

HOUR: 10:00 A.M. (Following meeting for Silverado Community Development District)

LOCATION: Avalon Park West Amenity Center  
5060 River Glen Boulevard  
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 approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, 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 in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED THIS 22ND DAY OF APRIL, 2022.**

ATTEST:

**AVALON PARK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT A: FY 2022/2023 Proposed Budget**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023  
PROPOSED BUDGET**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
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**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 137,044				\$ 51,068
Allowable discounts (4%)	(5,482)				(2,043)
Assessment levy: net	131,562	\$ 131,565	\$ -	\$ 131,565	49,025
Assessment levy: off-roll	64,874	-	64,874	64,874	98,599
Developer contribution	50,000	-	50,000	50,000	52,000
Interlocal agreement - amenity mgr	35,139	21,481	13,658	35,139	-
Interlocal agreement	25,000	-	25,000	25,000	-
Interest and miscellaneous	-	951	-	951	-
Total revenues	306,575	153,997	153,532	307,529	199,624
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
District management	48,000	24,000	24,000	48,000	48,000
Legal general counsel	20,990	10,495	10,495	20,990	25,000
Engineering	7,500	2,125	5,375	7,500	7,500
Audit	3,500	3,275	225	3,500	3,500
Debt service fund accounting Series 2022	-	-	-	-	5,500
Arbitrage rebate calculation	750	-	750	750	1,500
Dissemination agent	1,000	500	500	1,000	2,000
Trustee	4,500	4,031	469	4,500	9,000
Telephone	200	100	100	200	200
Postage	500	-	500	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,500	382	1,118	1,500	2,500
Miscellaneous mailings	22	22	-	22	-
Annual special district fee	175	175	-	175	175
Insurance: general liability	5,570	5,570	-	5,570	6,684
Insurance: property	-	-	-	-	30,628
Insurance: flood	-	-	-	-	2,000
Website	705	-	705	705	705
ADA website compliance	210	-	210	210	210
Contingencies	500	293	207	500	500
Total professional & administrative	96,122	51,218	44,904	96,122	146,602

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022		
<b>Field operations</b>					
Electric utility services					
Utility services	3,616	3,616	-	3,616	-
Utility - recreation facilities	12,000	5,217	6,783	12,000	-
Garbage/solid waste control services					
Garbage - recreation facilities	2,500	326	2,174	2,500	-
Solid waste assessment	500	-	500	500	-
Water-sewer combination services					
Utility services	5,116	2,558	2,558	5,116	-
Stormwater control					
Stormwater assessment	500	-	500	500	-
Other physical environment					
Property insurance	25,523	25,523	-	25,523	-
Flood insurance	1,491	1,491	-	1,491	-
Entry & walls maintenance	500	-	500	500	-
Landscape maintenance	107,160	53,580	53,580	107,160	-
Irrigation repairs	2,000	-	2,000	2,000	-
Landscape replacement	5,000	-	5,000	5,000	-
Lift station maintenance	1,500	502	998	1,500	-
Parks & recreation					
Shared amenity mgr w/ benefits	70,278	17,968	52,310	70,278	-
Gate maintenance & repair	4,403	2,403	2,000	4,403	-
Telephone, fax, internet	1,500	711	789	1,500	-
Pool permits	600	-	600	600	-
Amenity supplies	500	327	173	500	-
Pest control	1,272	636	636	1,272	-
Clubhouse janitorial service	6,010	3,005	3,005	6,010	-
Pool service contract	12,000	2,970	9,030	12,000	-
Maintenance & repair	5,540	3,540	2,000	5,540	-
Pool/water park maintenance	5,000	1,322	3,678	5,000	-
Access card system monitoring & maintenar	4,000	-	4,000	4,000	-
Clubhouse - facility janitorial supplies	1,000	292	708	1,000	-
Office supplies	1,000	-	1,000	1,000	-
Field operations accounting	2,250	1,125	1,125	2,250	-
Contingency					
Miscellaneous contingency	3,000	-	3,000	3,000	-
<b>Total field operations</b>	<b>285,759</b>	<b>127,112</b>	<b>158,647</b>	<b>285,759</b>	<b>-</b>

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Actual & Projected Revenue & Expenditures	
<b>Other fees and charges</b>					
Property appraiser & tax collector	2,741	2,631	110	2,741	1,021
Total other fees and charges	2,741	2,631	110	2,741	1,021
Total expenditures	384,622	180,961	203,661	384,622	147,623
Excess/(deficiency) of revenues over/(under) expenditures	(78,047)	(26,964)	(50,129)	(77,093)	52,001
Fund balance - beginning (unaudited)	91,563	91,563	64,599	91,563	14,470
Fund balance - ending (projected)					
Assigned					
3 months working capital	-	-	-	-	66,390
Unassigned	13,516	64,599	14,470	14,470	81
Fund balance - ending (projected)	<u>\$ 13,516</u>	<u>\$ 64,599</u>	<u>\$ 14,470</u>	<u>\$ 14,470</u>	<u>\$ 66,471</u>

\* Assuming a new bond issuance in FY2022

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

District management	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b>, specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings and operate and maintain the assets of the community.</p>	
Legal general counsel	25,000
<p>Provides on-going general counsel legal representation and, in this arena, these lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	7,500
<p>Provides a broad array of engineering, consulting and construction services to the District, which assists in crafting solutions with sustainability for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	3,500
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the rules and guidelines of the Florida Auditor General.</p>	
Debt service fund accounting Series 2022	5,500
<p>The District may collect its annual operating and debt service assessment through direct off-roll assessment billing to landowners and/or placement of assessments on the annual real estate tax bill from the county's tax collector. The District's contract for financial services with <b>Wrathell, Hunt and Associates, LLC</b>, includes assessment roll preparation. The District anticipates all funding through direct off-roll assessment billing to landowners.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent fees	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities &amp; Exchange Act of 1934.</p>	
Trustee	9,000
<p>Annual fees paid to U.S. Bank for services provided as trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, checks, envelopes, copies, agenda packages, etc.</p>	
Legal advertising	2,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (continued)**

Annual special district fee	175
Insurance: general liability	6,684
The District carries public officials and general liability insurance.	
Insurance: property	30,628
Insurance: flood	2,000
Website	705
ADA website compliance	210
Contingencies	500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Total expenditures	<u><u>\$147,623</u></u>

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2020  
FISCAL YEAR 2023**

	Fiscal Year 2022				Proposed Budget FY 2023
	Amended Budget FY 2022	Actual through 3/31/2022	Projected through 9/30/2022	Total Revenue & Expenditures	
<b>REVENUES</b>					
Special assessment - on-roll	\$ 332,293				\$ 332,293
Allowable discounts (4%)	(13,292)				(13,292)
Assessment levy: net	319,001	\$ 318,999	\$ 2	\$ 319,001	319,001
Interest	-	10	-	10	-
Total revenues	319,001	319,009	2	319,011	319,001
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	105,000	-	105,000	105,000	110,000
Interest	204,288	102,144	102,144	204,288	201,663
Total debt service	309,288	102,144	207,144	309,288	311,663
<b>Other fees &amp; charges</b>					
Property appraiser	175	-	175	175	175
Tax collector	6,646	6,380	-	6,380	6,646
Total other fees & charges	6,821	6,380	175	6,555	6,821
Total expenditures	316,109	108,524	207,319	315,843	318,484
Excess/(deficiency) of revenues over/(under) expenditures	2,892	210,485	(207,317)	3,168	517
Fund balance:					
Beginning fund balance (unaudited)	258,329	258,339	468,824	258,339	261,507
Ending fund balance (projected)	\$ 261,221	\$ 468,824	\$ 261,507	\$ 261,507	262,024
Use of fund balance:					
Debt service reserve account balance (required)					(156,178)
Interest expense - November 1, 2023					(99,456)
Projected fund balance surplus/(deficit) as of September 30, 2023					\$ 6,390

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2020 (2020 PROJECT AREA) BONDS AMORTIZATION SCHEDULE**

	Principal	Coupon	Interest	Debt Service	Bond Balance
					5,495,000.00
05/01/21			103,278.68	103,278.68	5,495,000.00
11/01/21			102,143.75	102,143.75	5,495,000.00
05/01/22	105,000.00	2.500%	102,143.75	207,143.75	5,390,000.00
11/01/22			100,831.25	100,831.25	5,390,000.00
05/01/23	110,000.00	2.500%	100,831.25	210,831.25	5,280,000.00
11/01/23			99,456.25	99,456.25	5,280,000.00
05/01/24	110,000.00	2.500%	99,456.25	209,456.25	5,170,000.00
11/01/24			98,081.25	98,081.25	5,170,000.00
05/01/25	115,000.00	2.500%	98,081.25	213,081.25	5,055,000.00
11/01/25			96,643.75	96,643.75	5,055,000.00
05/01/26	120,000.00	3.250%	96,643.75	216,643.75	4,935,000.00
11/01/26			94,693.75	94,693.75	4,935,000.00
05/01/27	125,000.00	3.250%	94,693.75	219,693.75	4,810,000.00
11/01/27			92,662.50	92,662.50	4,810,000.00
05/01/28	125,000.00	3.250%	92,662.50	217,662.50	4,685,000.00
11/01/28			90,631.25	90,631.25	4,685,000.00
05/01/29	130,000.00	3.250%	90,631.25	220,631.25	4,555,000.00
11/01/29			88,518.75	88,518.75	4,555,000.00
05/01/30	135,000.00	3.250%	88,518.75	223,518.75	4,420,000.00
11/01/30			86,325.00	86,325.00	4,420,000.00
05/01/31	140,000.00	3.750%	86,325.00	226,325.00	4,280,000.00
11/01/31			83,700.00	83,700.00	4,280,000.00
05/01/32	145,000.00	3.750%	83,700.00	228,700.00	4,135,000.00
11/01/32			80,981.25	80,981.25	4,135,000.00
05/01/33	150,000.00	3.750%	80,981.25	230,981.25	3,985,000.00
11/01/33			78,168.75	78,168.75	3,985,000.00
05/01/34	155,000.00	3.750%	78,168.75	233,168.75	3,830,000.00
11/01/34			75,262.50	75,262.50	3,830,000.00
05/01/35	160,000.00	3.750%	75,262.50	235,262.50	3,670,000.00
11/01/35			72,262.50	72,262.50	3,670,000.00
05/01/36	170,000.00	3.750%	72,262.50	242,262.50	3,500,000.00
11/01/36			69,075.00	69,075.00	3,500,000.00
05/01/37	175,000.00	3.750%	69,075.00	244,075.00	3,325,000.00
11/01/37			65,793.75	65,793.75	3,325,000.00
05/01/38	180,000.00	3.750%	65,793.75	245,793.75	3,145,000.00
11/01/38			62,418.75	62,418.75	3,145,000.00
05/01/39	190,000.00	3.750%	62,418.75	252,418.75	2,955,000.00
11/01/39			58,856.25	58,856.25	2,955,000.00
05/01/40	195,000.00	3.750%	58,856.25	253,856.25	2,760,000.00
11/01/40			55,200.00	55,200.00	2,760,000.00
05/01/41	205,000.00	4.000%	55,200.00	260,200.00	2,555,000.00
11/01/41			51,100.00	51,100.00	2,555,000.00
05/01/42	210,000.00	4.000%	51,100.00	261,100.00	2,345,000.00
11/01/42			46,900.00	46,900.00	2,345,000.00
05/01/43	220,000.00	4.000%	46,900.00	266,900.00	2,125,000.00
11/01/43			42,500.00	42,500.00	2,125,000.00
05/01/44	230,000.00	4.000%	42,500.00	272,500.00	1,895,000.00
11/01/44			37,900.00	37,900.00	1,895,000.00

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2020 (2020 PROJECT AREA) BONDS AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/45	240,000.00	4.000%	37,900.00	277,900.00	1,655,000.00
11/01/45			33,100.00	33,100.00	1,655,000.00
05/01/46	250,000.00	4.000%	33,100.00	283,100.00	1,405,000.00
11/01/46			28,100.00	28,100.00	1,405,000.00
05/01/47	260,000.00	4.000%	28,100.00	288,100.00	1,145,000.00
11/01/47			22,900.00	22,900.00	1,145,000.00
05/01/48	270,000.00	4.000%	22,900.00	292,900.00	875,000.00
11/01/48			17,500.00	17,500.00	875,000.00
05/01/49	280,000.00	4.000%	17,500.00	297,500.00	595,000.00
11/01/49			11,900.00	11,900.00	595,000.00
05/01/50	290,000.00	4.000%	11,900.00	301,900.00	305,000.00
11/01/50			6,100.00	6,100.00	305,000.00
05/01/51	305,000.00	4.000%	6,100.00	311,100.00	-
<b>Total</b>	<b>5,495,000.00</b>		<b>4,002,691.18</b>	<b>9,497,691.18</b>	

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2023 ASSESSMENTS**

**On-Roll Assessments (Phase 1)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&amp;M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>
TH	80	\$ 112.15	\$ 729.74	\$ 841.89	\$ 1,030.70
SF 40'	114	160.21	1,042.49	1,202.70	1,472.43
SF 50'	119	200.27	1,303.11	1,503.38	1,840.54
<b>Total</b>	<b>313</b>				

**Off-Roll Assessments (Future Phases)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2023 O&amp;M Assessment per Unit</u>	<u>FY 2023 DS Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>
TH	146	\$ 105.42	\$ -	\$ 105.42	\$ 69.36
SF 40'	150	150.60	-	150.60	99.09
SF 50'	238	188.25	-	188.25	123.86
SF 60'	70	225.90	-	225.90	148.63
<b>Total</b>	<b>604</b>				

# **AVALON PARK WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

**RESOLUTION 2022-07**

**A RESOLUTION OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2022/2023 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Pasco County and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 22nd day of April, 2022.

Attest:

**AVALON PARK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

<b>AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 28, 2022</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>November 29, 2022</b>	<b>Landowners' Meeting</b>	<b>11:30 AM</b>
<b>January 27, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>February 24, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>March 24, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>April 28, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>May 26, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>June 23, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>July 28, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<b>August 25, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>10:00 AM*</b>
<b>September 22, 2023</b>	<b>Regular Meeting</b>	<b>10:00 AM*</b>
<i>*Meetings will commence at 10:00 AM, or immediately following the adjournment of the Silverado CDD Meetings, scheduled to commence at 10:00 AM</i>		
<b>CALL-IN NUMBER: 1-888-354-0094      PARTICIPANT PASSCODE: 801 901 3513</b>		

# **AVALON PARK WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

## RESOLUTION 2022-08

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the effective date of Ordinance No. 18-23 creating the District ("Ordinance") is June 25, 2018; and

**WHEREAS**, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on a day of November, 2022 at 11:30 a.m., at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545.

**SECTION 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of section 190.006(2)(a), *Florida Statutes*.

**SECTION 3.** Pursuant to section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's regular meeting held on the 22nd day of April, 2022. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 22nd day of April, 2022.

ATTEST:

**AVALON PARK WEST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Composite Exhibit A:** Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form  
and Instructions

**Composite Exhibit A**

Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS  
OF THE AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Avalon Park West Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 265.203 acres, generally located north of S.R. 54, west of Eiland Road and east of Curley Road, in Pasco County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors.

DATE: November 29, 2022  
TIME: 11:30 a.m.  
PLACE: Avalon Park West Amenity Center  
5060 River Glen Boulevard  
Wesley Chapel, Florida 33545

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (877) 276-0889 ("District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at least forty-eight (48) hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

**District Manager  
Avalon Park West Community Development District**

**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT  
INSTRUCTIONS RELATING TO LANDOWNERS' MEETING FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 29, 2022**

TIME: **11:30 A.M.**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

Three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY  
 AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT  
 PASCO COUNTY, FLORIDA  
 LANDOWNERS' MEETING – NOVEMBER 29, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“**Proxy Holder**”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Avalon Park West Community Development District to be held at the Avalon Park West Amenity Center, 5060 River Glen Boulevard, Wesley Chapel, Florida 33545, on November 29, 2022 at 11:30 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
 Printed Name of Legal Owner

\_\_\_\_\_  
 Signature of Legal Owner

\_\_\_\_\_  
 Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**  
**AVALON PARK WEST COMMUNITY DEVELOPMENT DISTRICT**  
**PASCO COUNTY, FLORIDA**  
**LANDOWNERS' MEETING – NOVEMBER 29, 2022**

**For Election (3 Supervisors):** The two (2) candidates receiving the most votes will serve a four (4) year term; the remaining candidate will serve a two (2) year term.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Avalon Park West Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
4		

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

# **AVALON PARK WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**12**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MARCH 31, 2022**

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MARCH 31, 2022**

	General Fund	Debt Service Fund Series 2020	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 95,124	\$ -	\$ 95,124
Investments			
Revenue	-	312,636	312,636
Reserve	-	156,178	156,178
Capitalized interest	-	10	10
Due from Developer	920	-	920
Due from other	45,205	-	45,205
Deposits	8,737	-	8,737
Total assets	<u>\$149,986</u>	<u>\$ 468,824</u>	<u>\$ 618,810</u>
<b>LIABILITIES</b>			
Liabilities:			
Rental deposits	\$ 1,400	\$ -	\$ 1,400
Developer advance	34,933	-	34,933
Total liabilities	<u>36,333</u>	<u>-</u>	<u>36,333</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred receipts	49,054	-	49,054
Total deferred inflows of resources	<u>49,054</u>	<u>-</u>	<u>49,054</u>
<b>FUND BALANCES</b>			
Restricted for			
Debt service	-	468,824	468,824
Unassigned	64,599	-	64,599
Total fund balances	<u>64,599</u>	<u>468,824</u>	<u>533,423</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 149,986</u>	<u>\$ 468,824</u>	<u>\$ 618,810</u>

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment: on-roll	\$ -	\$ 131,565	\$ 131,562	100%
Assessment: off-roll	-	-	64,874	0%
Interlocal agreement - amenity mgr	-	21,481	35,139	61%
Interlocal agreement	-	-	50,000	0%
Miscellaneous	(100)	951	-	N/A
Total revenues	<u>(100)</u>	<u>153,997</u>	<u>281,575</u>	55%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Financial & administrative				
District management	4,000	24,000	48,000	50%
Engineering	900	2,125	5,000	43%
Dissemination agent	83	500	2,000	25%
Trustee fees	-	4,031	6,500	62%
Tax collector/property appraiser	-	2,631	2,741	96%
Field operations accounting	188	1,125	2,250	50%
Telephone	17	100	200	50%
Debt service accounting services	-	-	5,500	0%
Auditing services	-	3,275	3,500	94%
Arbitrage	-	-	750	0%
Printing & binding	42	250	500	50%
Insurance	-	5,570	5,919	94%
Legal advertising	-	382	1,500	25%
Dues, licenses & fees	-	175	175	100%
Miscellaneous mailings	-	22	500	4%
ADA website compliance	-	-	210	0%
Website hosting, maintenance and backup	-	-	705	0%
Contingency	-	293	500	59%
District counsel	4,379	10,495	15,000	70%
Total professional & administrative	<u>9,609</u>	<u>54,974</u>	<u>101,450</u>	54%

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MARCH 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Field operations</b>				
Electric utility services				
Utility services	203	3,616	3,000	121%
Utility - recreation facilities	938	5,217	12,000	43%
Garbage/solid waste control services				
Garbage - recreation facilities	-	326	2,500	13%
Solid waste assessment	-	-	500	0%
Water-sewer combination services				
Utility services	456	2,558	4,000	64%
Stormwater control				
Stormwater assessment	-	-	500	0%
Other physical environment				
Property insurance	-	25,523	27,175	94%
Flood insurance	1,491	1,491	1,322	113%
Entry & walls maintenance	-	-	500	0%
Landscape maintenance	11,535	53,580	15,500	346%
Irrigation repairs	-	-	2,000	0%
Landscape replacement	-	-	5,000	0%
Lift station maintenance	84	502	1,500	33%
Parks & recreation				
Employee - salaries	-	17,968	-	N/A
Management contract	-	-	70,278	0%
Gate maintenance & repair	756	2,403	2,500	96%
Telephone, fax, internet	118	711	1,500	47%
Pool permits	-	-	600	0%
Amenity supplies	-	327	500	65%
Pest control	318	636	500	127%
Clubhouse janitorial service	625	3,005	5,250	57%
Pool service contract	-	2,970	12,000	25%
Maintenance & repair	-	3,540	1,500	236%
Pool/water park maintenance	-	1,322	1,000	132%
Access card system monitoring & maintenance	-	-	4,000	0%
Clubhouse - facility janitorial supplies	-	292	1,000	29%
Office supplies	-	-	1,000	0%
Contingency				
Miscellaneous contingency	-	-	3,000	0%
Total field operations	<u>16,524</u>	<u>125,987</u>	<u>180,125</u>	70%
Total expenditures	<u>26,133</u>	<u>180,961</u>	<u>281,575</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	(26,233)	(26,964)	-	
Fund balances - beginning	90,832	91,563	5,857	
Fund balances - ending	<u>\$ 64,599</u>	<u>\$ 64,599</u>	<u>\$ 5,857</u>	

**AVALON PARK WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2020 BONDS  
FOR THE PERIOD ENDED MARCH 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 318,999	\$ 319,001	100%
Interest	3	10	-	N/A
Total revenues	<u>3</u>	<u>319,009</u>	<u>319,001</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	102,144	204,288	50%
Principal	-	-	105,000	0%
Total debt service	<u>-</u>	<u>102,144</u>	<u>309,288</u>	33%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	175	0%
Tax collector	-	6,380	6,646	96%
Total other fees and charges	<u>-</u>	<u>6,380</u>	<u>6,821</u>	94%
Total expenditures	<u>-</u>	<u>108,524</u>	<u>316,109</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	3	210,485	2,892	
Fund balances - beginning	468,821	258,339	258,329	
Fund balances - ending	<u>\$ 468,824</u>	<u>\$ 468,824</u>	<u>\$ 261,221</u>	

**AVALON PARK WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13**

**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 February 25, 2022 at 10:00 a.m., at the New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545.

**Present were:**

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

**Also present, were:**

Cindy Cerbone	District Manager
Jamie Sanchez	Wrathell, Hunt and Associates LLC (WHA)
Andrew Kantarzhi	Wrathell, Hunt and Associates LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Tonja Stewart (via telephone)	District Engineer
Barry Mazzoni	Operations Manager
Tirria Williams	Access Management
Patty Desthers	Access Management

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Ms. Cerbone called the meeting to order at 10:01 a.m. Supervisors Cotter, Moulton, Demby and Halle were present, in person. Supervisor Defillo was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

There were no public comments.

**THIRD ORDER OF BUSINESS**

**Update: Construction Activities Adjacent to Amenity Center and Timing for Amenity Center Closing and Reopening**

40 Mr. Cotter stated Forestar representatives were working with the geotechnical  
41 personnel. Mr. Halle did not have any newer data; he stated that construction activities could  
42 be completed within the next 60 days. There was a construction delay due to a dirt shortage.

43 Ms. Cerbone stated that the CDD is working with Access Management and taking  
44 reservations ten days out for the Amenity Center, in case it is necessary to close the facility.  
45 Staff would continue with this process, until a firm date is given, and would not schedule events  
46 too far into the future.

47 • **Credit to New River CDD During Closure(s)**

48 Ms. Cerbone stated because the Amenity Center was closed for about a month, a  
49 question arose regarding what type of credit would be available to the New River CDD  
50 (NRCDD). The credit amount due is \$4,794. Mr. Cotter felt that, if the Amenity Center will be  
51 closed for three to four months, residents should be able to receive half of the amount due  
52 now. Ms. Cerbone would issue a credit memo and a payment after that.

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54 **On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor,**  
55 **issuing a credit to the New River CDD during closure, as discussed, was**  
56 **approved.**

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**FOURTH ORDER OF BUSINESS**

**Discussion: Cost Sharing with New River CDD**

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Ms. Cerbone recalled previous discussions about sharing costs with NRCDD, the existing amenities in both CDDs and other opportunities to engage in reverse cost-sharing. Mr. Cotter voiced his opposition to taking on additional costs from NRCDD and proposed getting the ponds in front of the amenities so APWCDD can maintain them, along with the assignment of the plat, and in exchange, APWCDD would give the NRCDD the right to use the APWCDD amenities free of charge for three years, from October 2022 through September 2025.

Asked about the total costs for amenity maintenance, Ms. Cerbone stated the cost is \$300,000 for NRCDD and \$180,000 for APWCDD and staff did not anticipate anything other than cost of living expenses. Discussion ensued regarding the cost-sharing agreement, the HOA agreement, repair costs, landscape and streetlight costs and every resident paying their

72 proportionate share of maintenance. Ms. Cerbone hoped to reach a conclusion on this issue at  
73 the March meeting so that Staff can prepare draft budgets, Cost-sharing would be a carry-over  
74 discussion item on the next agenda.

75 Ms. Cerbone recapped that, per the Board, at the end of the current Fiscal Year, for the  
76 next three years, there would not be an interlocal agreement in place, requesting \$50,000 from  
77 NRCDD. Mr. Earlywine stated he thought that Zac already gave the CDD notice of the  
78 cancellation of the Interlocal Agreement; he would double check the time window.

79

80 **FIFTH ORDER OF BUSINESS**

**Update: Monuments and Future  
Connection**

81

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83 This item was deferred to the next meeting.

84

85 **SIXTH ORDER OF BUSINESS**

**Consideration of Stantec Consulting  
Services Cost Proposal for Preparation of  
Stormwater Management Needs Analysis**

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87

88

89 Ms. Cerbone discussed the new requirement for CDDs to submit a Stormwater  
90 Management Needs Analysis Report by June 30, 2022.

91 **▪ Discussion Resumed: Cost Sharing with New River**

92 Mr. Earlywine stated, upon review of the termination provision, it will be necessary to  
93 provide a notice to terminate the agreement prior to March 1, 2022. He stated part of the issue  
94 is that the agreement was not fully completed. He asked if the Board was amenable to issuing  
95 a termination notice of the agreement today, for recording purposes; whatever process the  
96 CDD ends up with, there would most likely be a modification of the new agreement, going  
97 forward. Conceivably, the only reason to act on this issue is so that the other party can  
98 withdraw its prior notice.

99 A Board Member noted that the plan is to have an agreement in 30 days and asked Mr.  
100 Earlywine to contact the NRCDD attorney regarding the cost-share agreement and advise the  
101 Board on how to proceed in the next 30 days.

102 Ms. Cerbone voiced her understanding that, since the Amenity Center is owned by  
103 APWCDD, the Board would be terminating the contract and vice versa and asked about the

104 effect of NRCDD terminating the agreement. She asked about the worst-case scenario for  
105 NRCDD residents if the Board takes no action. Mr. Earlywine stated the agreement is currently  
106 written such that NR CDD residents would use the facility at no charge and, if it is taken away by  
107 the APWCDD Board, NRCDD residents would have to pay the non-resident user rate to access  
108 the facility. A Board Member stated right now there is no notice that the partially completed  
109 agreement is terminated and, as of today, there is an assumption that NRCDD is going to pay  
110 APWCDD \$50,000. A new agreement will have to be drafted but, as of now, the Interlocal  
111 Agreement should be terminated and NRCDD must pay APWCDD \$50,000.

112     **Discussion Resumed: Consideration of Stantec Consulting Services Cost Proposal for**  
113     **Preparation of Stormwater Management Needs Analysis**

114     Ms. Stewart presented the Stormwater Management Needs Analysis Report and  
115 supporting informational documents. She stated that she previously completed three such  
116 reports and most of them have been based on completely developed communities, unlike  
117 APWCDD, which commenced construction in 2020 and is still being developed. She discussed  
118 developing stormwater best management practices, stormwater quality improvement, littoral  
119 shelf requirements, rainfall and erosion potential. She recommended budgeting \$5,000  
120 annually for plant material and \$12,000 annually for general maintenance.

121     Mr. Earlywine stated that the Report was timely and thorough and, although the full  
122 plan is incomplete because the infrastructure is not fully in place, he felt that Ms. Stewart's  
123 Report is a great submittal to meet the June 30, 2022 deadline. Ms. Cerbone would forward  
124 Report to the Board and Staff.

125     Regarding the cost proposal for preparation of the Report, Mr. Earlywine recommended  
126 approval of a not-to-exceed amount of \$2,500, which he felt is very affordable.

127     Discussion ensued regarding the HOA budget, the District Engineer's budget for the  
128 year, a separate proposal for the Engineer's Report for bond issuance, construction requisitions,  
129 community mapping and pond maintenance. Ms. Cerbone recommended approving the  
130 \$2,500 proposal as a safeguard.

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**On MOTION by Ms. Moulton and seconded by Mr. Cotter, with all in favor, the Stantec Consulting Services Cost Proposal for preparation of a Stormwater Needs Analysis, in a not-to-exceed amount of \$2,500, was approved.**

Asked if she knew of Stocking Savvy Environmental Consulting, Ms. Stewart stated she was not. Mr. Halle stated it is an Orlando environmental company that is on the cutting edge of aquatic pond planting, emphasizing native plants and fish. He recommended engaging them to draft a report for the New River Pond. Mr. Halle would email the contact information to Ms. Stewart. Ms. Stewart would share Mr. Halle’s email with the Board.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-01, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date**

Ms. Cerbone presented Resolution 2022-01 and read the title.

**On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-01, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District’s Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date**

171 Ms. Cerbone presented Resolution 2022-02.

172 Mr. Earlywine stated one statutory change worth noting was that the interest rate for  
173 delinquent payments increased from 1% to 2%.

174

**On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-02, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

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**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-03, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date**

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187 Ms. Cerbone presented Resolution 2022-03.

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**On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, Resolution 2022-03, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date, was adopted.**

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**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-04, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing for Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date**

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202 Mr. Earlywine presented Resolution 2022-04. He stated this could be a cost-saving for  
203 the CDD as it would waive the requirement for Staff to publish a notice for every normal  
204 meeting, which were already announced in the annual meeting notice.

205

206



242 Discussion ensued regarding documenting acknowledgment of the electrical issues and  
243 obtaining proposals from a third party to make the repairs.

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

245 There was nothing further to report.

246 **▪ District Manager: *Wrathell, Hunt and Associates, LLC***

247 **This item, previously Item 13D, was presented out of order**

248 Ms. Cerbone reported the following:

249 ➤ The next meeting would be held on March 25, 2022.

250 ➤ There would likely be three upcoming back-to-back CDD meetings, with Silverado CDD  
251 first, followed by APWCDD and followed by Summerstone CDD.

252 Ms. Cerbone asked if it is okay to move the meeting location to Avalon Park. The  
253 consensus was to hold the meetings at the current location. Ms. Cerbone would have the  
254 meetings advertised for the NRCDD location. She would give an update after every meeting.

255 ➤ To avoid conflicts, Ms. Cerbone suggested holding the meeting on April 22, 2022.

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

257 Discussion ensued regarding the spa electrical issue. In response to a question, it was  
258 noted that the repairs would cost \$3,600. The Board directed the Operations Manager to  
259 proceed with facilitating the repairs and splitting the costs between the vendor and APWCDD.

260

261 **On MOTION by Mr. Cotter and seconded by Mr. Halle, with all in favor,**  
262 **authorizing Staff facilitate the spa electrical repairs, in the amount of \$3,600,**  
263 **was approached.**

264

265

266 Discussion ensued regarding construction cleanup after events. Ms. Williams would  
267 contact the Marketing Department.

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

269 • **NEXT MEETING DATE: March 25, 2022, immediately following the adjournment**  
270 **of the Silverado CDD meeting, scheduled to commence at 10:00 A.M. [Avalon**  
271 **Park West Amenity Center]**

272 ○ **QUORUM CHECK**

273 This item was presented following Item 13B.

274

275 **FOURTEENTH ORDER OF BUSINESS** **Board Members' Comments/Requests**

276

277 Ms. Moulton asked about necessary amendments to the budget and asked Staff to  
278 review the budgets, focusing on actual costs, and report their findings regarding the increases  
279 to the CDD budget and the HOA budget.

280

281 **FIFTEENTH ORDER OF BUSINESS** **Public Comments**

282

283 There were no public comments.

284

285 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

286

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

288

289 **On MOTION by Mr. Cotter and seconded by Mr. Demby, with all in favor, the**  
290 **meeting adjourned at 11:16 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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301 \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_ Chair/Vice Chair

**AVALON PARK WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**14D**

# 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
<b>October 22, 2021</b> <i>rescheduled to October 29, 2021</i>	Regular Meeting	10:00 AM*
<b>October 29, 2021</b>	Regular Meeting	10:00 AM*
<b>November 19, 2021*</b>	Regular Meeting	10:00 AM*
<b>December 17, 2021* CANCELED</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>January 28, 2022 CANCELED</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>February 25 2022</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>March 25, 2022 CANCELED</b> <b>NO QUORUM</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>April 22, 2022</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>May 27, 2022</b>	Regular Meeting	10:00 AM*
<i>New River Amenity Center, 5227 Autumn Ridge Drive, Wesley Chapel, Florida 33545</i>		
<b>June 24, 2022</b>	Regular Meeting	10:00 AM*
<b>July 22, 2022</b>	Regular Meeting	10:00 AM*
<b>August 26 2022</b>	Public Hearing & Regular Meeting	10:00 AM*
<b>September 23, 2022</b>	Regular Meeting	10:00 AM*

<i>*Meetings will commence at 10:00 AM, or immediately following the adjournment of the Silverado CDD Meetings, scheduled to commence at 10:00 AM</i>		
<b>CALL-IN NUMBER: 1-888-354-0094</b>		<b>PARTICIPANT PASSCODE: 801 901 3513</b>

***Exception:***

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